

Comprehensive Report

HOSPITAL EMPLOYEES' UNION,
BRITISH COLUMBIA HEALTH SERVICES
DIVISION OF CANADIAN UNION OF
PUBLIC EMPLOYEES

BRITISH COLUMBIA GOVERNMENT
AND SERVICE EMPLOYEES' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 873

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

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

PULP, PAPER AND WOODWORKERS
OF CANADA LOCAL NO. 5

TO THE MEMBERSHIP OF THE:

- Hospital Employees' Union
- B.C. Government and Service Employees' Union
- Canadian Union of Public Employees Local 873
- International Union of Operating Engineers
Local 882/882H
- International Brotherhood of Electrical Workers
Local 230
- United Steelworkers of America Local 9705
- British Columbia Nurses' Union
- United Brotherhood of Carpenters and Joiners
of America Local 1598
- United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the
United States and Canada Local 324
- International Union of Painters and Allied Trades
Local 138
- Pulp, Paper and Woodworkers of Canada Local 5

ON THE TENTATIVE AGREEMENT BETWEEN THE:

Health Services and Support Facilities Subsector
Bargaining Association of Unions

AND THE:

Health Employers
Association of British Columbia



NOVEMBER 2012



HOSPITAL EMPLOYEES' UNION

BACKGROUND

Tentative agreement protects benefits, provides job security, and increases wages for members

After nine months of difficult talks, members' strong strike vote results in proposed facilities settlement that addresses priorities

On November 23, a tentative, two-year collective agreement was reached between the multi-union Facilities Bargaining Association (FBA) and B.C.'s health employers. The FBA represents 46,000 health care workers in publicly funded hospitals, long-term care facilities, the B.C. Ambulance Service, health authority corporate offices and warehouses, and other settings across the province.

Main Points

- A moratorium on layoffs due to contracting out for the life of the agreement
- The retention of all benefits
- An across-the-board wage increase totaling three per cent
- Government's commitment to continue the FBA Education Fund
- Better return-to-work provisions
- Improved accommodation options for members on LTD
- Overtime by seniority
- Better violence prevention measures and training
- Measures to provide vacation relief
- The continuation of the Joint Engagement Committee
- A two-year agreement that expires March 31, 2014
- Provincial Executive is recommending that members vote "yes" to ratification

Despite the fact that government and health employers came to the table focused on member benefits, the FBA successfully achieved its key bargaining priorities, including an across-the-board wage increase with two per cent effective January 1, 2013 and one per cent effective April 1, 2013, the protection of member benefits, and a moratorium on layoffs due to contracting out for the life of the collective agreement.

This tentative settlement contains contract language for the assignment of overtime by seniority, vacation backfill by

hiring additional regular employees, the province-wide expansion of the Vancouver Coastal Health Authority's trades apprenticeship training program, an information technology (IT) benchmark review, and improved language on clerical re-testing.



It also addresses a key bargaining priority for members on creating safer and healthier workplaces by providing for proactive accommodation measures for those waiting for, or in their first 19 months of long-term disability (LTD) so that they can get back to work earlier. For those members on LTD who might otherwise want to take advantage of early retirement incentives in the collective agreement, but have hesitated because of benefit coverage, they can now retire and maintain their collective agreement health benefits until age 65.

There are also improvements on violence prevention and training, and a provincial health and safety and violence prevention committee.

The province-wide Enhanced Disability Management Program will be implemented in facilities in April 2013, with the long-standing issue of medical consent forms being referred jointly to arbitration, if necessary, for final determination.

The agreement also maintains the integrity of the two existing contracts covering members of the Canadian Union of Public Employees (CUPE) Local 873 and the B.C. Government and Service Employees' Union (BCGEU) working for the provincial ambulance service. The contracts will exist in their entirety as appendices to the Facilities Collective Agreement.

HEU's Provincial Executive (P.E.) and Provincial Bargaining Committee are recommending that members vote "yes" to the tentative agreement.

The Hospital Employees' Union represents 70 per cent of the FBA membership. The chief negotiator and spokesperson for the unions during talks was HEU secretary-business manager Bonnie Pearson.

"The pace of talks was slow due to health employers' stubborn focus on members' benefits, the restrictive mandate developed by government and health employers, and their stated intention to meld the collective agreements for ambulance paramedics, dispatchers and ambulance service support staff in the B.C. Ambulance Service, into Facilities. This made the nine months of bargaining very challenging for the representatives of the Facilities Bargaining Association," says Pearson.

"But the FBA never wavered in their determination to reach a tentative agreement that honoured members' priorities.

"We were buoyed by the members' historic 96 per cent strike mandate early in November, and that made a difference at the bargaining table. When we returned to negotiations on November 16, thousands of members' voices were in the room with the Provincial Bargaining Committee and that shifted the tone.

❖ **"AFTER EIGHT MORE DAYS OF BARGAINING, WE WERE ABLE TO CONCLUDE A NEW TENTATIVE AGREEMENT THAT ADDRESSES FBA MEMBERS' KEY PRIORITIES."**

Bargaining Climate

This two-year tentative agreement comes after nine months of difficult negotiations in a climate that was framed by a restrictive government bargaining mandate. Health employers and government remained steadfast in their objective to have members take on the cost of benefits, or find equivalent savings elsewhere in their benefit plans and entitlements.

In November 2011, following facilities subsector occupational conferences earlier in the fall, nearly 300 HEU delegates ended the two-day Facilities Bargaining Conference by equipping their newly elected bargaining committee with a strong mandate for the 2012 contract talks. And members were unequivocal in rejecting any push by health employers to make members spend a dollar to get two.

The improvements achieved in this round of bargaining speak to the hard work, creativity and tenacity of HEU members and their Provincial Bargaining Committee who, since the start of bargaining on February 7, never stopped pushing.

And on November 23, the parties reached a tentative agreement. The Provincial Executive (P.E.) reviewed the agreement on November 24. The P.E. is recommending that HEU members vote “yes” to ratify the agreement.

Note

This comprehensive report provides an explanation and analysis of the major provisions of the tentative agreement.

Job Security

Job security has long been a top priority for HEU facilities sub-sector members. More than anything else, job security provides members and their families with the foundation upon which to plan for the future and participate in their communities.

In this agreement, for the first time in ten years, contracting out is curtailed and job security is significantly restored.

❖ NO CONTRACTING OUT

We have a moratorium, for the life of the collective agreement, on any contracting out that causes layoffs.

❖ BUMPING

And we have secured an expansion from seven (7) to fourteen (14) days of the period in which you must select a bump.

Protecting and Improving Benefits

A key priority for this round of bargaining was to protect the benefits that are so important to HEU members and their families.

This agreement contains more cost-effective prescription drug coverage, improved accommodation options for members on long-term disability, an improved early retirement incentive, and input into the long-range sustainability of FBA benefit plans through a Joint Benefits Review Committee.

❖ PRESCRIPTION DRUG COVERAGE

HEU members will now have their prescription drugs covered under B.C.'s Fair Pharmacare program.

This is a progressive drug coverage program.

Fair Pharmacare prioritizes generic-priced therapeutically-proven medications, which means less of our benefit dollars go unnecessarily to big pharmaceutical profits. This allows for system savings, while maintaining the integrity of a member's drug coverage.

To ensure best use of existing benefit dollars, our Pacific Blue Cross coverage will now cooperate with B.C.'s Fair Pharmacare program.

Fair Pharmacare asks doctors and pharmacists to be cost-smart, and when various companies produce the same drug, the plan will default to the lowest cost version of the drug unless there is a medical reason to use a more expensive version. The process developed at Fair Pharmacare is well respected, based first and foremost on science, and saves money.

Utilizing this program will help ensure benefit dollars are wisely spent. It will promote the widespread use of the generic-version of drugs wherever it makes sense, and will do that without undermining a member's therapeutic needs.

❖ OPTIONS FOR MEMBERS ON LONG-TERM DISABILITY

This new agreement includes changes that will make it easier for members to find an accommodation so they can stay at work, or get back to work earlier, while protecting their future long-term disability (LTD) benefit entitlements.

One of the most important factors in managing illness and disability is for members to keep working or to get back to work as soon as possible in an appropriate job. With this agreement, there is now language that requires the employer to identify positions for members who are permanently disabled from doing their own jobs, whether during the qualifying period or once on LTD.

During the qualifying period, members who cannot do their own job can be accommodated in a position that meets our definition of a "comparable" job (Article 17.04).

This means that a member can be accommodated into a different job that meets their medical restrictions as long as it is within five (5) per cent of their existing salary, and within 20 per cent of their existing hours of work. However, if that accommodation does not work, and a member has to go on LTD, benefit rates are not negatively impacted by the accommodation. The member's pre-disability salary rate is used to for the calculation of the LTD benefit rate.

If a member is on LTD and is within the first nineteen (19) months of benefit entitlement, they can be accommodated in a position as long as it meets the member's medical restrictions and is no less than 75 per cent of pre-disability earnings. This ensures that if a member comes off LTD to return to work, their new pay will be higher than what they were receiving on LTD and their benefits will be fully employer paid. And if the accommodation does not work and the member has to go back on LTD, their benefit is not negatively impacted by the accommodation and will remain protected at their pre-disability salary rate.

❖ **ENHANCING THE EARLY RETIREMENT INCENTIVE BENEFIT (ERIB) FOR MEMBERS ON LTD**

Under a new Memorandum of Understanding, members on LTD who retire early will have the right to maintain their existing Extended Health and Welfare Benefits plan until the age of 65.

Currently members who have been on LTD for four (4) years or more and are eligible under the Municipal Pension Plan (MPP) for early retirement pension benefits, are entitled to receive a payment that allows them to retire early without a loss in monthly income.

This new change will help more members to choose early retirement because they will now be able to take their existing health benefits with them until age 65.

❖ **JOINT BENEFITS REVIEW COMMITTEE**

To protect the long-term sustainability of the FBA benefit plans, and to address rising benefit costs, the parties have agreed to set up a Joint Benefits Review Committee.

This committee will bring union representatives and health employers together to study the extended health care, dental care, and insurance plans. The committee's task will be to make recommendations on how to keep the benefit plans cost effective.

Education and Training

Education and training opportunities are important to HEU members. This settlement continues the FBA Education Fund and provides for the expansion of the Trades Apprenticeship Training program which was successfully piloted in the Vancouver Coastal Health Authority to all health authorities in the province.

❖ FBA EDUCATION FUND

This settlement continues the FBA Education Fund, and \$1.25 million in new funding has been secured.

The FBA Education Fund is a health care education and training fund managed by the unions and provides skills upgrading and career mobility opportunities for members covered by this agreement.

Approximately 1,500 applications for training assistance from every occupational group have been supported by the fund to date. Most recently, it has been used extensively by Pharmacy Technicians who are taking the newly required bridging or upgrading.

❖ TRADES APPRENTICESHIP TRAINING

The parties agreed to expand the existing Trades Apprenticeship Training provisions in the collective agreement. Previously only in effect for Vancouver Coastal Health, the provisions will now be applied province-wide, enabling an expansion of the use of Trades Apprentices.

The provisions enable union input into the use of apprentices. And there is a guarantee that the use of apprentices is over and above the existing Trades & Maintenance positions and will result in no layoffs of existing members.

Current members also have the first opportunity to bid on apprenticeship training, and will keep their regular status while in the program.

❖ CLERICAL RE-TESTING

The same approach used in 2010 to cut down on unnecessary testing and re-testing of clerical workers regarding keyboarding will now be extended to computer software and medical terminology.

With this new language, for members who have successfully completed a keyboarding, computer software or medical terminology test, the results will stand for 24 months without need for re-testing.

Further, when members apply for a position that requires the same or lesser standard than their current position, they will not be tested or re-tested, but will be deemed to be qualified.

Reducing unnecessary testing and re-testing of clerical workers was a top priority identified for this round of bargaining. It was a top issue in the previous round of bargaining as well.

Occupational Health and Safety

❖ ADDRESSING INJURIES, DISABILITY, ILLNESS

A Provincial Enhanced Disability Management Plan

Health care has high rates of injury, illness and disability. For many years, HEU has called for employers to engage in proactive disability management to support injured, disabled and/or ill workers. With this settlement, we have agreed to the sector-wide Enhanced Disability Management Plan (EDMP) that is already in place but with some important, new additions.

Previously, the FBA had not agreed to EDMP because of concerns over the scope of the medical consent forms currently in use in the existing plan. This concern will now be addressed. The FBA and HEABC have agreed to appoint an arbitrator, if necessary, to determine whether the consent forms meet privacy principles that apply to the handling of personal, sensitive medical information. This will occur within 90 days of ratification of the collective agreement.

The EDMP will come into effect on April 1, 2013. In order to make the EDMP effective, the parties have agreed that from the date of implementation an annualized amount will be allocated to regional representation and administration. That amount will be confirmed on or before December 15, 2012.

❖ VIOLENCE IN THE WORKPLACE

Provincial Occupational Health, Safety and Violence Prevention Committee

HEU members are experiencing increased rates of violence and injury in the workplace, particularly as the acuity levels of patients and residents rises.

With this agreement, there will be a sector-wide joint Occupational Health, Safety and Violence Prevention Committee.

A sub-committee will make recommendations on a governance structure on or before March 31, 2013, and HEABC has committed \$500,000 in funding to support the activities of the Committee.

In-Service Training – Aggressive Patients and Residents

It is the case that a patient or resident frequently has a history of, or known risk of violent behaviour. It is critical that members be advised, and receive comprehensive training and education so that they are better able to meet patient and resident needs, assess risks and prevent injury.

HEU members are facing more on-the-job violence than ever before. To enhance the training and education required to address the challenge of dealing with aggressive patients and residents, there are changes to Article 37.02 – Aggressive Patients/Residents.

Training will now be based on the curriculum developed by the joint Provincial Violence Prevention Steering Committee.

Training modules may be completed while at work, where operational requirements allow. This training is considered to be in-service under Article 32.02 – In-Service Education.

Addressing Critical Incidents

Where a critical incident occurs, the employer has committed to provide appropriate resources to address it, which can include both an immediate defusing and support, and a follow-up debriefing – all of which shall be compensated at the member's rate of pay.

Access to Work and Scheduling

❖ OVERTIME BY SENIORITY

Overtime shall now be assigned to employees in order of seniority. There is a different process for short call or anticipated overtime.

If the employer can anticipate the overtime 24 or more hours in advance, the overtime will be offered in order of seniority to qualified employees routinely and actively working within that unit – whether as a regular or casual.

If the employer only has 24 hours or less advance notice (short call), the overtime will be offered by seniority to qualified employees that routinely and actively work within that unit, and are at work. If no one at work is eligible and accepts the work, the employer can offer the overtime to any available and qualified employee.

The only time the employer can cancel the overtime is where the work can be scheduled at straight-time rates, or the work no longer needs to be done.

❖ **CHANGES TO THE CASUAL ADDENDUM**

Creating Stability and Access to Work for Casual Employees

Changes to the Casual Addendum will provide more stable schedules for casuals. This new agreement will allow casual employees to be called in for blocks of work to a maximum of 90 days in length, rather than the current 60 days.

In order to ensure access to shifts that members can and want to work, there is now flexibility in how they are called to work.

Changes to the casual call-in language recognize that there are alternate ways of contacting employees to offer them work, including emails, text messaging, and pagers.

Now, where an employer has a call-in system that allows for a range of methods for contacting them, each casual worker can choose the contact method best suited to them. And if the employer only offers one alternative method that does not work for them, members can still elect to be offered the work by phone call.

And seniority remains the governing principle in assigning work.

Finally, seniority protection for casuals who are unavailable for work has been expanded. Now members who have advised their employer that they are unavailable for work due to maternity or parental obligations will have their seniority protected. Currently, the collective agreement provides seniority protection for workers who are unavailable for work due to a workplace injury only.

Casual Availability

Over many years, employers have attempted to manage and update their lists of casual employees that are registered to work. This includes identifying casuals who have not worked many hours over the previous year and seeking to remove them from the registry. And the range of methods employers use, and the inconsistency of those methods, from health authority to health authority, have created confusion and stress for members.

New language in the Casual Addendum builds some fences around this process. It is now clear that if an employer expects someone to work 225 hours a year to stay on the casual registry, it has to offer them the work in the first place.

Under the new language, an employer who decides to set a 225-hour restriction – even though this is not required – has to offer 225 hours over a 12-month period. And an employer has to send a member a letter after six (6) months if it looks like they are below this target so that there is advance notice to allow a member to make decisions about whether to accept or decline a shift.

And if a member is registered on more than one casual registry, they can pool their hours from both jobs.

Any hours that a casual turns down that relate to illness or disability will not count against them. And there is also protection for those casual employees who may be unavailable for other reasons.

If the employer has not offered a member 225 hours in the previous 12 months, this process does not apply to them.

❖ **EXPANDED ACCESS TO WORK WITHIN A DEPARTMENT/UNIT FOR REGULAR EMPLOYEES**

We heard from members that accessing temporary blocks of work under Article 16.01(c) is an important way for them to get relief from their current shift or to maintain their skills and abilities in the same or other occupations that they are qualified for.

Now, under 16.01(c), regular employees who are registered for work can access blocks of work up to 90 days long, rather than the previous 60 days. And any employee can drop that block of work for a posted vacancy, but cannot drop the block of work to take a different 16.01(c) block.

❖ **VACATION RELIEF**

HEU members have consistently said that they work short and that employers routinely fail to backfill workers who are on vacation. As well, employers continue to expand the ranks of casual employees and routinely resist creating new, stable, regular positions.

Now, there is new language that provides some relief on both issues.

Where an employer creates float positions that provide relief for those who are away on vacation, they will be entitled to schedule vacations more evenly throughout the year. Members' vacations continue to be granted in accordance with seniority.

In addition, an employer cannot ask a member to make vacation selections any earlier than October 1 and must now provide a final vacation schedule by December 31. A different set of dates can be mutually agreed at the Local level.

Quality of Work Life

❖ **ENGAGING WORKERS, IMPROVING SKILLS MIX AND UTILIZATION**

Joint Engagement Committee

The Joint Engagement Committee, which was formed in the last round of bargaining, will continue under this settlement.

This committee is based on the shared recognition that safe and healthy workplaces and quality of work life are important elements that contribute to better patient care.

To work towards this, senior level representatives from the Ministry of Health and health authorities will meet with FBA representatives to discuss system-wide improvements to injury prevention plans, education and leadership opportunities, and the optimal utilization of members from our diverse occupations including trades and maintenance, unit clerks, and the patient care team.

The development of a provincial standard approach to acute Care Aide competencies and training will be a priority.

And finally, a Skills Mix Working Group with health employers will be set up to identify potential new roles and opportunities for more provincial consistency in utilization. This working group will report directly to the Joint Engagement Committee.

❖ **UNION RIGHTS AND THE RIGHT TO UNION REPRESENTATION**

There is new language that requires an employer to give a member 24-hours advance notice that a member has the right to have a shop steward present at a meeting that could result in discipline.

In Article 4 – No Discrimination, an additional Complaints Investigator has been added.

The grievance procedure has been amended to change some of the listed arbitrators to whom grievances can be referred. Also, language has been added to Article 10 – Expedited Arbitration that incorporates the existing procedure for referring and scheduling grievances that have been referred to arbitration.

And changes to the dues check-off language gives the union more timely and up to date information about members including where they work, what their position is and whether they are still working or not.

Additional Monetary Provisions

In addition to the across-the-board wage increases, there are other monetary improvements.

❖ PREMIUM FOR TRADES QUALIFICATIONS

The annual amount for the trades qualification premium has been increased from five hundred dollars (\$500) to six hundred twenty-five dollars (\$625). This is payable every year, pro-rated for part-time members.

❖ TRANSPORTATION ALLOWANCES

The mileage rate at which members are compensated has increased from forty-six cents (\$0.46) per kilometre to fifty-two cents (\$0.52) per kilometre in the two articles regarding transportation allowance.

The transportation allowance (Article 26.01) provides an allowance for members who are requested to use their own motor vehicle for employer business.

The call back language (Article 23.01) provides an allowance for members called back to work on their regular time off.

❖ INFORMATION TECHNOLOGY BENCHMARKS

There will now be a joint union and management review of the Information Technology Benchmarks in the Technical Series before the end of the term of the collective agreement.

The parties will also discuss implementation dates and pay rates for any new benchmarks.

❖ GOLD RIVER – ISOLATION ALLOWANCE

Gold River in the Vancouver Island Health Authority has been added to list of communities that currently qualify for as an isolated community.

Members in Gold River will now be entitled to the isolation allowance of seventy-four dollars (\$74.00) per month, or its hourly equivalent.

Protecting the Rights and Benefits of the B.C. Ambulance Service (BCAS) Members

In 2011, the B.C. 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, were appended in their entirety to the Facilities collective agreement.

Ever since then, government and health employers have insisted on melding the appendices with the Facilities contract language – which meant eradicating all the unique and long-fought-for terms and conditions of work for BCAS members, but keeping those provisions that employers wanted to keep.

This agreement maintains the appendices for CUPE 873 and BCGEU members of the BCAS in their entirety.

Appendix

Facilities Tentative Agreement Memoranda and Documents November 2012

Contents

1. Framework Agreement	1
2. LTD – Early Accommodation Measures for Employees	4
3. Enhanced Disability Management Program	5
4. Health and Welfare Coverage Agreement	8
5. Casual Employees.....	9
6. Casual Employees Dismissal.....	13
7. No Discrimination.....	14
8. Union Check-Off	16
9. Joint Benefits Review Committee	18
10. Overtime	20
11. Vacation Scheduling.....	21
12. Information Technology Benchmarks.....	22
13. Isolation Allowance	23
14. Call Back	25
15. Transportation Allowance.....	26
16. Shift, Weekend and Trades Qualification Premiums	27
17. 2012 Collective Bargaining in the Health Sector.....	28
18. Joint Engagement Committee.....	31
19. Bumping	32
20. Job Postings and Applications.....	34
21. Aggressive Patients/Residents	36
22. Right to Representation and Notice	37
23. Trades Apprenticeship Training in Health Care	38
24. Testing	41
25. Grievance Procedure.....	42
26. Expedited Arbitration.....	46
27. Arbitration.....	50
28. Grant to the Facilities Bargaining Association Education Fund	53

1. Framework Agreement

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Framework Agreement November 23, 2012

The framework agreement has the following elements:

1. Term

The parties agree to a term of April 1, 2012 to March 31, 2014.

2. Compensation

- 2% wage increase - January 1, 2013
- 1% wage increase - April 1, 2013

3. LTD – Early Accommodation Measures for Employees

Agree to FBA's last proposal.

4. EDMP and OHSVP Committee

FBA agreed to HEABC's last proposal; money for EDMP to be identified.

5. ERIB

Agree to FBA's last proposal.

6. Pharmacare Tie-In

Agree to Pharmacare tie-in.

7. Casual Addendum

Agree to HEABC's last proposal.

8. 225 Hour Casual Threshold

Agree to HEABC's last proposal.

9. No Discrimination

Agree to FBA's last proposal.

10. Union Check-Off

Agree to FBA's last proposal.

11. Joint Benefits Review Committee

FBA agreed to HEABC's last proposal.

12. EHSC/CUPE 873 and EHSC/BCGEU

EHSC/CUPE 873

1. The existing Appendix between CUPE 873 will be continued except as amended.
2. The monetary improvements to the FCA will apply to the FBA members represented by CUPE 873 on the following conditions:
 - Pharmacare tie in
 - Joint Benefits Review Committee

EHSC/BCGEU

1. The existing Appendix between BCGEU will be continued except as amended.
2. The monetary improvements to the FCA will apply to the FBA members represented by BCGEU on the following conditions:
 - Pharmacare tie in
 - Joint Benefits Review Committee

13. Previous Proposals Agreed

All previous proposals signed off to date. All previous proposals provisionally agreed are also signed off.

14. Contracting Out

MEMORANDUM OF AGREEMENT

MORATORIUM ON CONTRACTING OUT

1. Despite any other provision of the collective agreement or any addendums to the collective agreement, the parties agree that no employer covered by this collective agreement will enter into a new contract for services that results in the lay off of any employee covered by this collective agreement.
2. This Memorandum will be effective the date of ratification and expires on March 30, 2014.
3. This moratorium does not apply to retendering of services that were contracted out prior to the effective date of this Memorandum or to services where the employer issued layoff notices to affected employees prior to the date of ratification of this Memorandum.

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2. LTD – Early Accommodation Measures for Employees

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement by adding the following Memorandum of Understanding:

MEMORANDUM OF AGREEMENT

Between

Health Employers Association of British Columbia (“HEABC”)

and

Facilities Bargaining Association (“FBA”)

LTD – Early Accommodation Measures for Employees

The parties agree that the long-term health of injured and disabled workers benefits from timely and proactive measures that meet their medical restrictions to keep them working, or results in their early return to work from LTD. To that end, the parties agree that:

- 1) During the LTD qualifying period, and where employees cannot be accommodated in their own occupation, they may be accommodated into an available comparable position as defined in Article 17.04. However, in the event the employee is unable to continue working in his/her accommodated position, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of adjudication and calculation of any claim for LTD.
- 2) During the first 19 months of LTD benefits, employees may be accommodated into an available position that is not less than 75% of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the 19 month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that 19 month period.

###

3. Enhanced Disability Management Program

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Part 1 - Amend the collective agreement, by changing the following Memorandum of Agreement:

Enhanced Disability Management Program

BETWEEN:

Health Employers Association of BC (the "HEABC")

AND:

Facilities Bargaining Association (FBA)

RE: Enhanced Disability Management Program ~~Joint Working Group~~

The parties recognize that the personal and financial costs associated with absences from work -as a result of illness or injury has an adverse impact on the lives of individuals and the delivery of health care services. The parties are committed to the joint implementation and administration of a comprehensive, seamless, cost-effective system for providing early intervention, long-term disability and return to work programs.

The parties agree to adopt the following principles of the Enhanced Disability Management Program (the "EDMP"):

- The FBA shall have proportionate representation on the Provincial Steering Committee;
- The FBA shall have equal representation on implementation and working groups;
- Disability management is intended to facilitate effective rehabilitation, stay at work and early return to work programs,
- Will reasonably address all barriers to return to work (i.e., medical, personal, vocational and/or workplace),
- Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled,

- Prevention and disability management processes will be evidence based, continuous and integrated,
- Rehabilitation processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment,
- Regular employees are required to participate in the program unless the employee has a bona fide reason to decline,
- Confidential medical information will be protected, including recognition of appropriate privacy protocols and employee access to her/his disability file,
- Disability management is most effective when delivered as close to the workplace as possible,
- An effective system-wide evaluation will be conducted,
- Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required,
- There are unique aspects to Affiliate Employers that must be taken into account in the design of the program,
- The program will be administered by employers in a manner consistent with the principles outlined above, and
- The parties agree to appoint Vince Ready to mediate/adjudicate, within 90 days of ratification, the matter of appropriate consent forms.

The parties agree that from the date of implementation an annualized amount will be allocated to Regional Representation and Administration. That amount will be confirmed by December 15, 2012, at the latest.

The parties agree that the EDMP will be implemented no later than April 1, 2013.

The parties agree to review and consider the impact of EDMP in the next round of collective bargaining. The review will commence on October 1, 2013. The parties agree to establish terms of reference for the review.

~~The parties recognize that the personal and financial costs associated with the absence from work of significant numbers of health care employees as a result of illness or injury has an adverse impact on the lives of individuals and the human resource capacity for the delivery of health care services. The parties are committed to developing a comprehensive, seamless, cost effective system of providing sick leave, long term disability coverage and, effective disability management.~~

~~The parties agree to establish an Enhanced Disability Management Joint Working Group within sixty (60) days of the ratification of the Collective Agreement. Each party will have six (6) representatives on the Working Group and will pay its own costs of participation.~~

~~The Working Group will develop a program that is:~~

- ~~• Holistic and employee centered;~~
- ~~• Focused on intervention at the earliest possible time to ensure employees achieve the best possible outcome post injury/illness and in the most effective manner;~~
- ~~• Focused on returning employees back to work at the earliest reasonable opportunity consistent with the employee's limitations;~~
- ~~• Capable of responding to unique individual circumstances;~~
- ~~• Transparent in its administration;~~
- ~~• Based on evidence-based best practices;~~
- ~~• Appropriate in its approach to education and communication that supports the disability management program;~~
- ~~• Focused on rehabilitation initiatives including appropriate vocational training first for employment within the health sector and second outside the health sector;~~
- ~~• Protective of the confidentiality of individual medical information which includes the recognition of appropriate privacy protocols and allows an employee to access her/his disability file;~~
- ~~• Standardized for measurement of outcomes.~~

~~The Working Group will determine how shop stewards may best support a disability management system.~~

~~From an agreed upon date of implementation to March 31, 2012, any cost savings from improved disability management will be allocated as follows:~~

- ~~• a minimum of 25 per cent for prevention initiatives;~~
- ~~• a minimum of 25 per cent to be invested in improved disability management;~~
- ~~• the remainder for general investment in health services.~~

~~The parties will develop a method of accounting for savings or costs associated with improved disability management.~~

~~In undertaking its work, the Working Group will establish its own procedures. The Working Group will consult with Affiliate Employers and recommend a structure for disability management services for Affiliates.~~

~~The Working Group will draft recommended collective agreement language changes or additions required to implement the enhanced disability management program.~~

~~Where the Working Group reaches agreement it will recommend necessary collective agreement changes to the FBA and HEABC.~~

###

4. Health and Welfare Coverage Agreement

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement by adding the following Memorandum of Understanding:

Health and Welfare Coverage Agreement

Between

Facilities Bargaining Association ("FBA")

and

The Health Employers Association of British Columbia ("HEABC")

The parties agree to the following changes to the Early Retirement Incentive Benefit:

The parties agree to enhance and support efforts to increase the uptake of Early Retirement Incentive Benefits (ERIB) by eligible employees.

It is agreed that:

The Union will be provided with the information necessary in order to contact potentially eligible employees three months prior to their earliest possible eligibility.

The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.

Employees who apply for ERIB may choose to continue to maintain the Extended Health benefit plan (excluding MSP, Dental, Life and ADD) coverage to age 65. The premiums will be cost shared by the employer and the employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis (see Addendum Long-Term Disability Insurance Plans, Section 1 (B), paragraph 6).

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

###

5. Casual Employees

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Addendum.

ADDENDUM - Casual Employees -

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of ninety (90) ~~sixty (60)~~ calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) such other leave relief as is provided by the Collective Agreement; or
 - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of ninety (90) ~~sixty (60)~~ calendar days.
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. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to her/his position within ninety (90) ~~sixty (60)~~ calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.

4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, she/he will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

- Article 38, Section 38.01 - Medical Plan
- Section 38.02 - Dental Plan
- Section 38.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
- (ii) the casual employee is no longer working in the posted position.

5. Casual employees are entitled to all benefits of this Agreement except the following:
 - (1) Article 13 - Probationary Period;
 - (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.12.01, 14.12.02;
 - (3) Article 17 - Technological, Automation and Other Changes;
 - (4) Article 18.01 - Employer's Notice of Termination;
 - (5) Article 19 - Scheduling Provisions except 19.01(e);
 - (6) Sections 21.09 and 21.10 of Article 21 - Overtime;
 - (7) Sections 28.03 and 28.04 of Article 28 - Vacations;
 - (8) Article 29 - Compassionate Leave;
 - (9) Article 30 - Special Leave;
 - (10) Article 31 - Sick Leave, WCB, Injury-On-Duty;
 - (11) Article 32 - Educational Leave;
 - (12) Article 33 - Jury Duty;
 - (13) Article 34 - Leave - Unpaid;
 - (14) Article 35 - Maternity Leave;
 - (15) Article 36 - Adoption Leave;
 - (16) Article 38 - Health Care Plans;
 - (17) Article 39 - Long-Term Disability Insurance Plan;

- (18) Article 41 - Municipal Pension Plan, except as otherwise provided by legislation; and
- (19) Article 43 - Severance Allowance.

- 6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or while on an approved maternity/parental absence will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of leave or WCB illness or accident, calculated as follows:

- 1. Determine the number of hours worked in the 12 month period.
- 2. Divide by 52 weeks.
- 3. Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or approved maternity/parental absence, as applicable.

If the employee has held casual status for less than twelve (12) months preceding the date of the approved absence as set out above, then this shorter period will form the basis of the calculation.

- 7. The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
 - (2) The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
- (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (5) As an alternative to Sections 7(2), (3), and (4), an Employer may utilize alternate methods for the assignment of casual work, provided that:
- The assignment of work shall be by seniority;
 - If the alternate methods provide for multiple means for contacting employees (eg. Email, text, pager, etc), the employee shall be entitled to select her preferred means of contact, with the employer keeping a record of the employee's selection;
 - If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Sections 7(2), (3), and (4);
 - Any such alternate methods shall track the information required by Section 7(3) above;
 - Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

(.....)

12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

(.....)

~~(3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation Benefits.~~

(See new language in paragraph 6 – above)

###

6. Casual Employees Dismissal

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement as follows:

8. Casual employees shall not be dismissed except for just and proper cause.
 - (1) The Employer may require a casual employee to work a minimum of 225 hours over a twelve (12) month period. Where the Employer implements a minimum hour requirement, casual employees who are not offered 225 hours over a twelve (12) month period are not required to meet the minimum standard.
 - (2) If the employee has worked less than 112.5 hours aggregated across all casual registries with an Employer in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of 225 hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
 - (3) If the employee has worked less than 225 hours aggregated across all casual registries with an Employer in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within 30 days of receipt of the letter, they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
 - (4) For the purpose of this article, "bona fide" reasons include grounds under the Human Rights Code. Further, employees may apply for periods of unavailability for other reasons and the employer will not unreasonably deny such applications.

###

7. No Discrimination

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement by changing the following Article:

4.01 No Discrimination

The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Employer and the Association subscribe to the principles of the *Human Rights Code of British Columbia* (RSBC 1996, Chapter 210).

4.02 Harassment

The Association and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

~~The Employer and the Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.~~

4.03 Complaints Investigation

An employee who complains of harassment under the provisions of the *Human Rights Code of British Columbia* may refer the complaint to either one or other of the following processes;

(a) where the complaint pertains to the conduct of an employee within the Association's bargaining unit it shall be referred to ~~Ms.~~ Lisa Hansen or Ana Mohammed (Complaints Investigators).

(b) where the complaint pertains to the conduct of a person not in the Association's bargaining unit it shall be referred to ~~Ms.~~ Gwen Brodsky or Ms. Joy Bischoff.

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall,

- (i) investigate the complaint;
- (ii) determine the nature of the complaint; and
- (iii) make written recommendations to resolve the complaint.

###

8. Union Check-Off

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following 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, with 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), ~~in the previous month~~, along with a list of all employees in the bargaining unit and their employee status (which shall include full-time, part-time, casual), 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.

~~Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.~~

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.

###

9. Joint Benefits Review Committee

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

MOU Joint Benefits Review Committee

Re: Joint Benefits Review Committee

WHEREAS the Ministry of Health and Health Authorities have identified to the Facilities Bargaining Association the impact of the rising costs of health and welfare benefits;

AND WHEREAS it is in the parties' best interests to protect the long term sustainability of the benefits plans;

AND WHEREAS the FBA recognizes that the present system, if left unchanged, affects choices in other areas of compensation as the costs of benefits continue to rise;

NOW THEREFORE the parties agree to establish a Joint Benefits Review Committee within sixty (60) days of the ratification of the Collective Agreement which will include representation from each party. Each party will be limited to five (5) representatives.

The Committee will review the terms of the benefit plans as described in Articles 38 and 40 of the Collective Agreement including:

- Extended Health Care
- Dental Plan, and
- Group Life Insurance and Accidental Death and Dismemberment.

The Committee will identify opportunities for making the benefit plans more cost effective and develop recommendations for implementing these opportunities. The Committee will also identify a cost containment model that will be implemented to ensure the long term sustainability of the benefit plans.

Reports and Recommendations

The recommendations of the Joint Benefits Review Committee regarding options will be provided according to the following schedule:

A preliminary report on September 1, 2013 will set out the interim changes that will be implemented to assist with managing the increasing cost of Health and Welfare benefits.

A final report on December 31, 2013 will set out the plan design recommendations.

###

10. Overtime

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Article 21 - Overtime

Amend the collective agreement, by adding the following Article:

21.12 In cases where the Employer has authorized anticipated overtime to be worked, the Employer will offer the overtime by seniority to eligible employees.

An eligible employee includes one who is: actively working within the affected unit, qualified to perform the work, and available to accept the work (eg. not on any paid or unpaid leave of absence, not outside of safe work parameters).

The determination of seniority will be based on the most recently published/quarterly seniority list.

Where overtime is unanticipated (less than 24 hours in advance), overtime shall be offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the employer may offer the overtime to any available and qualified employee.

The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done

###

11. Vacation Scheduling

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

28.03 ~~Vacation Period~~ Scheduling

Vacation time earned up to July 1st as indicated in Articles 28.01 and 28.02 shall be granted as follows:

Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The above scheduling provisions shall not apply and the Employer may schedule vacation evenly throughout the year in departments/units where the Employer creates regular float position(s) for those departments/units in accordance with Article 16.11 – Float Positions.

The Employer's request for selection of vacation shall be no earlier than October 1st, and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department or where the employee has not exercised her rights within the vacation selection time posted by the employer.

Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

###

12. Information Technology Benchmarks

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by adding the following Letter of Understanding:

INFORMATION TECHNOLOGY BENCHMARKS

LETTER OF INTENT

Between

Health Employers Association of British Columbia ("HEABC")

and

Facilities Bargaining Association ("FBA")

The Parties will conduct a joint review of the Information Technology Benchmarks in the Technical Series. This review will commence not later than ninety (90) days following the effective date of the renewal Facilities Subsector Collective Agreement and will conclude within twelve (12) months of commencement.

The Parties agree they will discuss the implementation date of new benchmarks that result in a change in grid, if any.

###

13. Isolation Allowance

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING

Between

Health Employers Association of British Columbia (“HEABC”)

on behalf of:

Interior Health Authority, Arrow Lakes Hospital, Nakusp
Interior Health Authority, Halcyon Community Home, Nakusp
Interior Health Authority, Slocan Community Hospital and Health Care Centre, New Denver
Interior Health Authority, Victorian Community Health Centre of Kaslo, Kaslo
Northern Health Authority, Acropolis Manor, Prince Rupert
Northern Health Authority, Bulkley Lodge, Smithers
Northern Health Authority, Bulkley Valley District Hospital, Smithers
Northern Health Authority, Chetwynd General Hospital
Northern Health Authority, Dawson Creek and District Hospital
Northern Health Authority, Fort Nelson General Hospital
Northern Health Authority, Fort St. John General Hospital and Health Centre
Northern Health Authority, Hudson’s Hope Health Centre
Northern Health Authority, Kitimat General Hospital
Northern Health Authority, Lakes District Hospital and Health Centre, Burns Lake
Northern Health Authority, Mackenzie and District Hospital
Northern Health Authority, Northern Haida Gwaii Hospital and Health Centre
Northern Health Authority, McBride and District Hospital
Northern Health Authority, Mills Memorial Hospital, Terrace
Northern Health Authority, North Peace Care Centre, Fort St. John
Northern Health Authority, Peace River Haven, Pouce Coupe
Northern Health Authority, Prince Rupert Regional Hospital
Northern Health Authority, Queen Charlotte Islands General Hospital, Queen Charlotte City
Northern Health Authority, Rotary Manor, Dawson Creek
Northern Health Authority, Stikine Health Centre, Dease Lake

Northern Health Authority, Stuart Lake General Hospital
Northern Health Authority, Terraceview Lodge, Terrace Northern
Health Authority, Tumbler Ridge Health Centre, Tumbler Ridge
Northern Health Authority, Valemount Health Centre
United Church of Canada, Bella Coola General Hospital
United Church of Canada, R.W. Large Memorial Hospital, Waglisla
United Church of Canada, Wrinch Memorial Hospital, Hazelton
Vancouver Island Health Authority, Gold River
Vancouver Island Health Authority, Port Alice Hospital
Vancouver Island Health Authority, Port Hardy Hospital
Vancouver Island Health Authority, Port McNeill and District Hospital
Vancouver Island Health Authority, St. George's Hospital, Alert Bay
Vancouver Island Health Authority, Tahsis Hospital
Vancouver Island Health Authority, Tofino General Hospital

and

Association of Unions

Re: Isolation Allowance

An isolation allowance of seventy-four dollars (\$74.00) per month or its hourly equivalent shall be applied to all pay rates.

###

14. Call Back

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

ARTICLE 23 - CALL BACK

23.01 Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her/his motor vehicle to work an allowance of fifty-two cents (\$0.52) ~~forty six cents (\$0.46)~~ per kilometre, ~~effective April 1, 2006,~~ from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

###

15. Transportation Allowance

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

ARTICLE 26.01 TRANSPORTATION ALLOWANCE

26.01 An 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) ~~forty six cents (\$0.46)~~ per kilometre effective April 1, 2006. Minimum allowance shall be two dollars (\$2.00).

###

16. Shift, Weekend and Trades Qualification Premiums

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 22 – SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS

22.04 ~~Effective April 1, 2006, r~~Regular employees classified in the trades job family, maintenance supervisor classifications who hold a TQ ticket as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a trades qualification premium of ~~\$625 \$500~~ per year, pro-rated for part-time employees.

###

17. 2012 Collective Bargaining in the Health Sector

The Parties to this Agreement wish to enter into a binding agreement that does not form part of the collective agreement to renew the Letter of Agreement re Joint Engagement Committee, as follows:

LETTER OF AGREEMENT

between

Ministry of Health Services (the “Ministry”)

and

**Fraser Health Authority
Interior Health Authority
Northern Health Authority
Provincial Health Services Authority
Vancouver Coastal Health Authority
Vancouver Island Health Authority
(the “Health Authorities”)**

and

Facilities Subsector Bargaining Association (the “FBA”)

Re: Joint Engagement Committee

1. The parties agree to create a senior-level Joint Engagement Committee (the “Committee”) that will adopt a collaborative approach to reviewing and addressing issues between the parties that will foster an engaged workplace. This collaborative approach will involve the parties in constructing opportunities to create engagement, optimize savings and increase productivity.
2. The Committee will bring together senior level representatives from Facilities Bargaining Association, Health Authorities and the Ministry to develop an agenda to implement cost effective and sustainable system wide improvements and constructive changes across the health care system resulting in increased employee engagement and productivity.

3. In constructing its agenda, the Committee will establish priorities and the sequence of work in respect of key areas identified by agreement of the parties. Areas for consideration will include, but are not limited to: health and safety (injury prevention); optimal utilization of diverse occupations and role definitions; improved productivity and efficiency; using resources from gainsharing for training and leadership opportunities; and education.
4. The parties agree that focusing on methods to engage, educate and optimize utilization of Licensed Practical Nurses, Care Aides, and Unit Clerks within their training and competencies as an integral part of the care team is of significant importance to the ability of Health Employers to provide high performing workplaces and high quality health care services to British Columbians now, and into the future. The parties further agree the engagement of non-clinical teams such as Trades and Maintenance workers complements the above stated goals. The parties also agree that a healthy and safe workplace and quality of work life are important elements with respect to optimal patient care.
5. In its operations, the Committee will:
 - support existing work occurring within the system at the provincial, regional and local levels; and
 - identify appropriate avenues for addressing issues that require further clarification and/or input (e.g. consultation, facilitated meeting, working groups, etc.).
6. In developing its agenda, the Committee will incorporate the work product of the Joint Policy Committees that operated from 2006 to 2010 and build on the positive initiatives from the LPN/Care Aide Joint Policy Committee and Residential Care Policy Committee and findings from the follow-up report.
7. The Committee will meet no more than eight times per year and will have equal membership from the Ministry of Health Services/Health Authorities and the FBA.
8. Any working groups established by the Committee will be:
 - time limited (e.g. using a 90-day research and development cycle);
 - targeted towards specific outcomes; and
 - make recommendations to the Committee for approval and/or further action.

Priority areas for working groups include increasing leadership opportunities for Care Aides and LPNs; and development of provincial competencies and training for acute Care Aides.

9. Each party will pay the costs of its own participation in the Committee and Working Groups and any joint costs will be shared equally.

###

18. Joint Engagement Committee

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Joint Engagement Committee Commitment to Establish a Skills Mix Working Group

1. As the Joint Engagement Committee (JEC) has been tasked with developing opportunities to create engagement, optimize savings and increase productivity in the health care system, the JEC agrees to create a Skills Mix Working Group (the "Working Group") under the terms of the JEC Letter of Understanding to review opportunities for optimizing the utilization of occupations within the Facilities Bargaining Association (FBA).
2. The role of the Working Group will include identifying potential new roles for which employees could be utilized within the FBA, how employees in these new roles might be deployed, as well as identification of opportunities to bring more provincial standardization to utilization. The Working Group will report out to the JEC by September 30, 2013.
3. In performing its work, the Working Group may liaise with other established committees to ensure coordination activities and will support existing work occurring within the system at the provincial, regional and local levels.
4. The Working Group will have equal representation from both the Employer (HEABC/Employer/MOH) and the Union (FBA). Should the FBA representatives include bargaining unit employees, they will be provided with leave without loss of pay to attend the Working Group meetings.
5. Other than in point 4 above, HEABC and the FBA will pay the costs of its own participation in the Working Group and any joint costs will be shared equally.
6. Unless otherwise mutually agreed, the Working Group is extinguished as of the date the committee reports out or on September 30, 2013 whichever occurs first.

###

19. Bumping

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

17.04 Bumping (~~Effective May 1, 2006~~)

Note: ~~Effective no later than the first pay period of 2011, t~~This article was modified in accordance with the Memorandum of Agreement Re Consolidation of Seniority Lists. In the event that there is a conflict between this article and the Memorandum of Agreement Re Consolidation of Seniority Lists, the language of the latter will prevail.

“Comparable” means that the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of an employee’s current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee’s current position.

~~“Dovetailed Seniority List Area” means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002.~~

“Worksite” means a facility, agency, centre, program, organization or location at or from which an employee is assigned to work.

- (1) An employee exercising a right to bump another employee must advise the employee’s Employer within ~~7~~ 14 days after receiving the seniority list referred to in subsection (2) of his or her intention to bump an employee at the same worksite or at a different worksite. In addition, an employee exercising a right to bump under any of the following subsections may only bump into a position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (2) An employee who has received a layoff notice must decide whether to bump another employee, within the time set out in subsection (1) above, after receiving from the employee’s Employer a list of the positions on the same seniority list occupied by employees with fewer than 7 years seniority.
- (3) An employee with greater than 7 years seniority making a decision under subsection (2) above may bump an employee with fewer than 7 years seniority at their worksite.
- (4) An employee with greater than 7 years seniority who does not have an option to bump an employee with less than 7 years seniority at their worksite who occupies a comparable position may bump the most junior employee at their worksite who occupies a comparable position.

- (5) An employee with greater than 7 years seniority who does not have an option under subsection (4) above may bump the most junior employee who occupies a position at their worksite; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Health Authority/Health Sector Employer Detailed Seniority List Area.
- (6) An employee with fewer than 7 years seniority making a decision under subsection (2) above may bump the most junior employee at their worksite who occupies a comparable position or bump the most junior employee who occupies a position at their worksite.
- (7) An employee with fewer than 7 years seniority who does not have an option under subsection (6) above to bump the most junior employee at their worksite in a comparable position may bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Health Authority/Health Sector Employer Detailed Seniority List Area.
- (8) If an employee exercises a right to bump another employee under subsection (3), (4), (5), (6) or (7) above, the Employer may assign the employee to the new position anytime within 7 days from the date on which the Employer receives notification that the employee has exercised his or her right to bump that other employee.
- (9) An employee who fails to exercise his or her right to bump another employee under this Article may be laid off any time after ~~7~~ 14 days from the date on which the employee received the seniority list referred to in subsection (2) above or at the expiry of the employee's notice period, whichever is later.
- (10) ~~The revised provisions of Article 17.06 will be effective for any displacement notice issued on or after May 1, 2006 or thirty (30) days following the effective date of the renewal Facilities Subsector Collective Agreement, whichever is later.~~

###

20. Job Postings and Applications

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

16.01 Job Postings and Applications

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than ninety (90) ~~sixty (60)~~ calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of less than ninety (90) ~~sixty (60)~~ 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.
 - (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.

###

21. Aggressive Patients/Residents

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

37.02 Aggressive Patients/Residents

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.
- (b) In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. ~~The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.~~
- (bc) Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. ~~Leave to attend such a session will be without loss of pay.~~ Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.
- (ed) The Employer agrees to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered an in-service under Article 32.02.

###

22. Right to Representation and Notice

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by adding the following Article:

5.12 Right to Representation and Notice

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, at least 24 hours in advance, of her/his right to have a steward present.

###

23. Trades Apprenticeship Training in Health Care

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Memorandum of Agreement:

MEMORANDUM OF AGREEMENT

between

**Health Employers Association of British Columbia
("HEABC")**

and

Facilities Bargaining Association ("FBA")

Re: Trades Apprenticeship Training in Health Care

The parties recognize that there is value in applying recognized Trades apprenticeship to health care.

The apprenticeship process within health care will be governed first by the provincial and national governing bodies responsible.

~~Within ninety (90) days of ratification of the renewal of the Facilities Subsector Collective Agreement, a local committee comprised of up to four (4) representatives of the Facilities Bargaining Association and up to four (4) representatives of the Vancouver Coastal Health Authority will meet to develop terms and conditions for Trades apprenticeship training.~~

Where an Employer intends to engage Apprentices at a worksite a local committee will be struck to develop terms and conditions for Trades Apprenticeship Training.

It is understood that the terms and conditions for apprenticeship training ~~developed by the local committee~~ will include the following:

1. The utilization of Trades apprentices will not result in the lay-off of regular or casual employees. ~~of Vancouver Coastal Health Authority~~
2. The number and type of Trades apprentices sponsored shall be determined by ~~Vancouver Coastal Health Authority~~ the Employer following a discussion with the local Union(s).
3. Trades apprentices shall be supernumerary to regular Trades positions.

4. Employees of ~~Vancouver Coast Health Authority~~ shall have the first opportunity over external applicants to apply for apprenticeship training through an internal recruitment notice/Expression of Interest. To be considered, applicants must possess the following qualifications.
 - a) Successful completion of pre-apprentice training program from a recognized educational institution where required by the Industry Training Authority for the applicable Trade;
 - b) Successful completion of BCIT or other recognized educational institution (as approved by the Vancouver Coastal Health Authority Employer) trades testing and supplemental skills assessment; and
 - c) A signed indenture agreement between the apprentice, the Employer and the Industry Training Authority within thirty (30) days of appointment by the Vancouver Coastal Health Authority Employer.
5. Apprentices are responsible for all costs of their education provided by the post secondary institution.
6. Apprentices shall be considered casual employees except that Sections 1, 2, 3, 4, 7, and 17 of the Addendum - Casual Employees shall not apply.
7. Regular employees of ~~Vancouver Coastal Health Authority~~ who access the apprenticeship training program will maintain their regular status for all purposes while employed in the program; however, the Employer may post the regular employee's position as a regular on-going vacancy under Article 16.01. The maintenance of regular status will be for no more than four (4) years (or five (5) years for certain Trades where this is a requirement) from the commencement of the apprenticeship training program for the employee. ~~at Vancouver Coastal Health Authority~~ The duration of the maintenance of regular status may be extended by up to one additional year based on exceptional circumstances and by mutual agreement.
8. Seniority will be credited for hours worked under the apprenticeship training programs at all ~~Vancouver Coastal Health Authority Employer~~ worksites. Employees who are off-site as a result of the apprenticeship training program will be on an unpaid leave of absence consistent with Article 34 (Leave - Unpaid).
9. Notwithstanding the provisions of the Addendum - Maintenance Agreement and Classification Manual, Trades apprentices shall be compensated based on the following proportion of the applicable Trades start rate:
 - Level I: 60%
 - Level II: 70%
 - Level III: 80%
 - Level IV: 90%

10. Upon successful completion of the apprenticeship training program, the Employer has the right to appoint an apprentice to an on-going regular full-time vacancy in Trades at any worksite of ~~Vancouver Coastal Health Authority~~ the Employer without having to post the vacancy under Article 16.01. A regular employee ~~of Vancouver Coastal Health Authority~~ who accesses the apprenticeship training program and is offered a regular full-time vacancy upon the completion of the program within fifty (50) kilometres of her/his home worksite must accept the offer for a minimum of twelve (12) months or repay two full years of the Employer's costs of health and welfare benefit plan premiums as outlined in paragraph #7 above. An apprentice who is not offered a regular full-time vacancy in Trades at the conclusion of the apprenticeship training program will be considered a casual employee and entitled to access work assignments in accordance with the Addendum – Casual Employees. An employee who had regular status prior to the commencement of the apprenticeship training program and who is unable to complete the program will have first opportunity ahead of internal applicants to bid on any vacant position(s) for which she/he is qualified.

~~The resulting local agreement may be used as a template for the utilization of Trades apprenticeship programs at other Employers covered by the Facilities Subsector Collective Agreement.~~ The parties agree that the specific terms of this Memorandum of Agreement can be altered through local agreements to meet the unique circumstances of various Health Authorities.

###

24. Testing

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Memorandum of Agreement:

MOA Testing

Re: ~~Typing (Keyboarding)~~ Keyboarding Computer Software and Medical Terminology Testing

Where an employee has met a specific standard on a ~~typing (keyboarding), computer software, or medical terminology~~ test, the results of that test will stand for a period of twenty-four (24) months. Further, where an employee is working in a position requiring a specific standard of ~~typing (keyboarding) speed, computer software, or medical terminology~~ the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.

###

25. Grievance Procedure

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

ART 09 Grievance Procedure

9.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave her/his work without obtaining the permission of her/his immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

9.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

9.03 Right to Grieve Disciplinary Action

9.03.01 Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

9.03.02 Employee Notified of File Documentation

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel record.

9.03.03 Removal of Disciplinary Documents

- (i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

- (ii) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

9.03.04 Introduction of Evidence at Hearing

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

9.04 Grievance Procedure

9.04.01 Preamble

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration;
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, her/his grievance shall be settled as follows:

9.04.02 Step One:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with her/his immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

9.04.03 Step Two:

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

9.04.04 Step Three:

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time, to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

9.04.05 Canada Post

Canada Post strike/lockout will not affect grievance time limits.

9.05 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, her/his designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

9.06 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

9.07 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

9.08 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

9.09 Industry Troubleshooter

9.09.01 Issues Referred to Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

9.09.02 Roster

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

Paula Butler
Judi Korbin
Vince L. Ready
Mark Atkinson
~~Chris Sullivan~~

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

9.09.03 Roles/Responsibilities of Troubleshooter

At the request of either party, the Troubleshooter shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

9.09.04 Agreed to Statement of Facts

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

###

26. Expedited Arbitration

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 10 – ART 10 Expedited Arbitration

10.01 Roster

The following expedited arbitrators are appointed under the collective agreement: ~~It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:~~

~~Mark Brown~~

Paula Butler

Elaine Doyle

Joan Gordon

~~Judi Korbin~~

Heather Laing

Vince L. Ready

Chris Sullivan

Kate Young

10.02 Expedited Arbitrations

10.02.01 Issues for Expedited Arbitration

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of ten (10) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) matters arising from the maintenance agreement and classification manual; and
- (9) grievances arising from duty to accommodate.

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

A designated representative of the HEABC or of a constituent union of the FBA may as soon as possible notify the other party in writing of its intention to remove a matter from expedited arbitration where the party determines that the dispute is not suitable for expedited arbitration. If the parties are unable to agree on the suitability of a matter for expedited arbitration, suitability will be determined by the expedited arbitrator assigned to hear the grievance as soon as possible after the notification is provided and in advance of the scheduled hearing date. Submissions to the arbitrator will be limited to the suitability issue only in accordance with this Article 10.02.01.

10.02.02 Expedited Schedule

~~Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.~~

The HEABC and the constituent unions of the FBA will each appoint an Administrator to meet quarterly, or as often as is required, for the purposes of scheduling expedited arbitrations.

Sufficient arbitration dates will be established in advance, having regard to past and anticipated volume. Hearing dates will be shared equally amongst the appointed arbitrators who will be listed on the schedule in the same order as found in the roster in Article 10.01 above, subject to their availability. The hearing dates will be available for use by all of the constituent unions of the FBA.

The Administrators (which includes their designates) shall assign matters to available dates on the following basis:

- a. All matters remaining unresolved at Step 3 and referred to expedited arbitration shall be referred to the Administrators via email to be rostered at the next Administrator meeting.
- b. The referral email will include, at a minimum, the particulars required by Article 9.04.04 and a copy of the grievance.
- c. The Administrators will aim to group matters arising at the same employer or arising in the same geographic area, as appropriate.
- d. Groups of matters will then be assigned by the Administrators to available dates.

- e. The parties will work toward giving matters of an urgent nature priority. These include, but are not limited to, matters where an employee is at risk of experiencing loss of income due to a management decision. To this end, urgent matters may be assigned to: the earliest of available dates, previously scheduled dates that have become available due to settlements, or additional dates scheduled.
- f. The Administrators will make available the expedited arbitration schedule following each meeting or upon making any changes to the schedule.

10.02.03 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

10.02.04 Process

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

10.02.05 Agreed to Statement of Facts

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

10.02.06 Procedure

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

10.02.07 Mediation Assistance

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

10.02.08 Issuance of Report

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

10.02.09 Status of Report

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to ~~by either party~~ in any subsequent proceeding. The expedited arbitrators will be advised to include these statements at the beginning of their Reports.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

10.02.10 Fees

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.02.11 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

10.02.12 Quarterly Review

A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

###

27. Arbitration

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Facilities Bargaining Association (FBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

ART 11 Arbitration

11.01 Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of a single arbitrator. Notwithstanding this, either party may choose to refer a matter to an Arbitration Board of three (3) members. Such arbitrator or Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Relations Code of British Columbia*.

Where a matter is referred to an Arbitration Board of three (3) members, one (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union, and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed ~~on a rotating basis~~ under the provisions of Article 11.

~~The following arbitrators are appointed under the collective agreement. A list shall be maintained by HEABC and the Union from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates:~~

~~James E. Dorsey
Mark Brown
Joan Gordon
Judi Korbin
David McPhillips
Joan McEwen
Vince L. Ready~~

The parties, by mutual agreement, will appoint an arbitrator from this list, may amend the list of arbitrators at any time, or choose an arbitrator who is not on this list.

The decision of the arbitrator or, in the case of an Arbitration Board, the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences shall be final and binding upon the Employer, the Union, and the employees concerned.

11.02 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

~~James E. Dorsey~~
Mark Brown
Joan Gordon
Judi Korbin
Joan McEwen
David C. McPhillips
Vince L. Ready

The arbitrator shall schedule a hearing within seven (7) calendar days of her/his appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code of B.C.* shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

11.03 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

11.04 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

11.06 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

11.07 Expenses of the Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson or single arbitrator and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

11.08 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that her/his reinstatement be without loss of pay and/or with all her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, suspension or discharge had not taken place.

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28. Grant to the Facilities Bargaining Association Education Fund



November 23, 2012

Bonnie Pearson
Secretary-Business Manager
Facilities Bargaining Association
5000 N Fraser Way
Burnaby BC V5J 5M3

Michael Marchbank
President and Chief Executive Officer
Health Employers Association of BC
200-1333 W Broadway
Vancouver BC V6H 4C6

Dear Ms. Pearson and Mr. Marchbank:

Re: Grant to the Facilities Bargaining Association Education Fund

I am pleased to advise you that the Health Authorities have agreed to provide a grant to the Facilities Bargaining Association (FBA) Education Fund in the amount of \$1.25 million. The purpose of this grant is for education and training for regular and casual employees of Health Authorities for continuing careers in the health sector particularly in areas of need.

The contributing Health Authorities will provide the funds to the FBA Education Fund consistent with each Health Authority's fiscal plan during the period of March 31, 2012, to April 1, 2013.

On behalf of the Ministry and the Health Authorities, I wish to commend the FBA for effective operation of the FBA Education Fund on behalf of its members and for the positive outcomes achieved through the Fund for both FBA members and health sector employers.

Sincerely,

Sandra Carroll
Associate Deputy Minister and Chief Operating Officer

pc: Umar Sheikh, Director of Labour Relations and Special Initiatives

Ministry of Health

Office of the Chief Operating Officer

5-3, 1515 Blanshard Street
Victoria BC V8W 3C8

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