

Hospital Employees' Union
B.C. Health Services Division
of CUPE



B.C. Government and
Service Employees' Union



International Union of
Operating Engineers,
Local 882



Construction and
Specialized Workers Union,
Local 1611



B.C. Nurses' Union



United Steelworkers
of America,
Local 9705



International Brotherhood
of Electrical Workers,
Local 230



International Brotherhood
of Painters and Allied
Trades, Local 138



United Brotherhood of
Carpenters and Joiners,
Local 1598



United Association of
Journeymen and
Apprentices of the
Plumbing and Pipefitting
Industry, Local 324

Comprehensive Report

TO THE MEMBERSHIP OF THE:

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ON THE TENTATIVE AGREEMENT BETWEEN THE:

Health Services and Support Facilities

Subsector Bargaining Association of Unions

AND THE:

Health Employers Association of B.C.

MARCH 2006





Backgrounder

Tentative contract makes headway on recognition, workload and job security

ON MARCH 15, THE FACILITIES BARGAINING ASSOCIATION signed a tentative agreement with the Health Employers Association of BC that provides a measure of stability and recognition for 38,000 hospital and long-term care workers.

The four-year contract provides all workers – including those on LTD, WCB, parental leave and maternity leave – with a \$3,700 signing bonus and a lump-sum \$500 payment recognizing past skills enhancement (pro-rated), and an 8.5 per cent general wage increase (compounded).

The average compensation increase over the contract term is 10.8 per cent.

The FBA also negotiated job security language to protect members in the face of

contracting out and privatization.

Highlights of March 15 tentative agreement in the Facilities Subsector

- Four-year contract expires March 31, 2010
- Signing bonus of \$3,700 (pro-rated), plus \$500 (pro-rated) lump-sum payment for past skills enhancement for all workers including those on LTD, WCB, parental and maternity leaves
- Average compensation of 10.8 per cent
- Annual general wage increases of 1.5-2-2-2.7 per cent on April 1 of each year (2006 to 2009)
- Special wage adjustments for Trades (including Power Engineers); IT, LPNs, ortho techs, nursing unit assistants (unit coordinators), buyers, pharmacy techs and lab assistants;
- \$3 million for funded benchmark reviews of patient care technical, clerical, stores and selected patient care classifications
- Cap on contracting out set at 700 FTEs by 2010 with limits in each year
- \$5 million Paid Education Allowance Fund
- Improved workload language
- Early Intervention Program for ill/ injured workers
- Professional Responsibility protection for LPNs
- Improved shift premiums, transportation allowances and meal allowances

As well, the unions negotiated a series of special adjustments and benchmark reviews that provide recognition and increased pay for occupations that are in high demand or where wage rates are out-of-sync with increased training and responsibilities.

The tentative agreement also contains new workload protections, professional responsibility language for LPNs and an Education Allowance Fund.

The union bargaining committee refused to discuss



concessions to members' medical, dental and extended health and welfare benefits and there are none in this tentative agreement.

HEU secretary-business manager Judy Darcy says that there are concrete gains for members in several areas of the agreement including some important breakthroughs in areas like employment security and skills recognition and training.

“HEU members have worked extremely hard to make employers, politicians and the public understand and recognize the importance of their contribution to quality health care,” says Darcy. “And I believe that work has paid off in this tentative contract.

“Despite a very restrictive government negotiating mandate, and legislative barriers that exist to free collective bargaining in our sector, we have negotiated a contract that moves us forward in many important ways.”

Compensation

The agreement expires in four years, on March 31, 2010, and includes a \$3,700 signing bonus with a \$500 past skills enhancement lump-sum payment (pro-rated based on full-time hours) for all members in addition to a general wage increase of 8.5 per cent (compounded) – and special wage adjustments and benchmark reviews for some occupations.

General Wage Increase (p. 18)

It includes general wage increases amounting to 8.5 per cent over the contract term – 1.5 per cent on April 1, 2006, 2 per cent on April 1, 2007, 2 per cent on April 1, 2008, and 2.7 per cent on April 1, 2009 for a total of 8.5 per cent (compounded).

Signing bonus and Past Skills Enhancement payment (p. 30)

The \$3,700 early signing bonus and \$500 lump sum payment for “past skills enhancement” is funded from a 2005/2006 government surplus fund of \$1 billion set aside for early contract renewals in the public sector.

All regular and casual workers covered by the contract and employed on March 31, 2006 are eligible for the combined \$4,200 lump sum (pro-rated). Members on LOA, maternity leave, LTD and WCB are also eligible for the payments on terms laid out in the attached memorandum.

The lump sum payments won't affect your base wage rate. They are one-time payments, subject to legally required income tax and other payroll deductions. It's expected that the payments will be paid out within three pay periods of April 1.

There is also the possibility of an additional bonus payment at the end of the contract depending on the size of the government surplus in 2010 (p. 33).

Special adjustments

In addition to the general wage increase, the FBA negotiated special adjustments to wage rates of high demand occupations or where these rates are out-of-step with responsibilities and training.

Health employers came to the table with a very narrow list of occupations that required special adjustments to address recruitment and retention issues.

During the course of bargaining, HEU and the other FBA unions tabled a series of wage surveys and brought in members from various occupational areas in order to educate health employers on both the urgency and scope of the threat to patient and resident care represented by low wages.

The FBA was successful in expanding the list of occupations covered by special wage adjustments – and in some cases moving these adjustments forward rather than spreading them out over four years as HEABC had initially proposed.

Trades (including Power Engineers) and IT (Systems Analysts and Technical Support): \$4.00 an hour wage increase on April 1, 2006 and a further \$0.50 on April 1, 2007. This increase does not apply to maintenance workers except for maintenance workers who hold a power engineer certificate and are in an integrated position. The adjustment also applies to maintenance supervisors who hold a TQ ticket as a requirement of their job and who supervise Trades. Please see the provisions on page 35 for a complete list.

LPNs (p. 18): The LPN series (including Ortho Techs) will receive 1.5 per cent wage adjustment over and above the general wage increase in each of four years or 3, 3.5, 3.5, 4.2 for a total of 14.2 per cent over four years (not compounded).

Nursing Unit Assistants (Unit Coordinators), Buyers, Pharmacy Techs, Lab Assistants (please check list on p. 19): an additional one per cent in each of the final three years of the contract or 1.5, 3, 3, 3.7 for a total of 11.2 per cent over four years, plus a lump-sum payment equivalent to one per cent of salary in year one.

Pay equity (p. 19)

On April 1, 2006, previously negotiated pay equity adjustments worth one per cent of payroll will be applied to bring remaining bargaining unit jobs to their pay equity target rate. For example, care aides will receive an additional \$82 a month (2.5 per cent) in 2006 and an Activity Worker II will receive an additional \$72 (2.2 per cent).

There are a range of classifications eligible for pay equity adjustments representing about 40 per cent of the members. Details will be reflected in the wage schedule published as part of the collective agreement.

Benchmark reviews (pp. 41-42)

A total of two million dollars over the life of the agreement will be added to base wage rates as a result of a one-year benchmark review that begins April 1, 2007 affecting:

- Stores;
- Technical (excluding pharmacy and lab assistants who will receive other adjustments); and
- Orthopaedic Technologists, Rehabilitation Assistants, Activity Worker III and IV, Accountants, Volunteer Coordinators II, Social Service Assistants I and II, and Health Records Technicians.

There is one million dollars for a clerical benchmark review that will be concluded within a year, and provides \$1 million a year (or a total of \$3 million over the term of the agreement) starting in year two of the collective agreement and continuing in years three and four.

General Wage Increase, Special Adjustments and Signing Bonuses

	April 1, 2006	April 1, 2007	April 1, 2008	April 1, 2009
General Wage Increase	1.5%	2%	2%	2.7%
Signing bonus and skills enhancement (regular and casual)	\$4,200 pro-rated based on hours worked			
Trades and IT	\$4.00	\$0.50		
LPN, Ortho Tech	1.5%	1.5%	1.5%	1.5%
Nursing Unit Assistants (Unit Coordinators), Buyers, Pharmacy Techs, Lab Asst I to IV	Lump-sum payment up to 1% or a maximum of \$487.50	1%	1%	1%

Employment security

Under Bill 29, the contracting out protections were stripped from the facilities subsector collective agreement and health employers subsequently contracted out the work of up to 8,000 health care workers as a result of cuts, closures and privatization.

In 2004, as part of the May 2nd, memorandum of agreement, limits were established on the number of full-time equivalent (FTE) positions that health employers could layoff related to contracting out. This cap of 600 FTEs expires on March 31, 2006.

The provincial government has indicated that it will continue to expand the private delivery of health care, especially in seniors' care. Most new care beds promised by the government are expected to be built under private-public partnership (P3) arrangements.

The bargaining committee negotiated memoranda with government and health employers dramatically improving on the May 2nd memorandum of agreement by lowering the average per year cap on contracting out.

In addition, enhanced severance provisions and a new provision for expanding access to postings for laid-off workers also apply to jobs lost as a result of new private-public partnership arrangements (P3s) designated under the *Health Sector Partnerships Act* (Bill 94).

Cap on contracting out (p. 46)

A memorandum of agreement signed with health employers and government sets out a cap of 700 FTEs that can be contracted out between April 1, 2006 and March 31, 2010. This does not include job losses due to new facilities designated as P3s.

The cap is distributed as follows: no more than 200 FTEs (2006/2007); 300 FTEs (2007/2008); 200 FTEs (2008/2009) and any unused allocation in any year will be carried forward to future years until fiscal 2009/2010.

Enhanced Severance/Training Fund (p. 43)

An enhanced severance based on the same formula used under the previous May 2nd, 2004 memorandum will be paid to those who lose their employment to contracting out or as a result of their work being transferred to a P3. Health employers are now responsible for paying severance to laid-off employees out of their own coffers; however some of the cost will be offset by rolling over the unused balance of the previous \$25 million.

For those currently displaced by contracting out, but not yet laid-off, they will still be entitled to the amounts set out in the May 2nd memorandum.

In addition to enhanced severance, up to \$1,000 is available to these same laid-off employees for education or retraining costs.

Access to Postings/Register for Casual Work (p. 43)

Laid-off workers from both health authorities and affiliate employers who lose their jobs as a result of contracting out or having their work transferred to a private-public partnership (P3s) will now have the option to post at step 4 of Article 16.03 on any unfilled vacancy across the health authority, rather than being limited to the dovetailed seniority list.

The successful applicant will port all seniority and service to the new employer, as well as sick and special leave banks, and will be eligible to coverage of medical, dental and extended health benefits effective the first day of the following month of employment.

In the event there are no such vacancies, the laid-off employees can register on one casual list within the health authority in the classification they were laid-off from provided they are qualified to perform and capable of performing the work. Their seniority and benefits will be transferred and treated in the same manner as any regular employee transferring to casual status under the current collective agreement. If employees wish to purchase benefits as per section 14 of the casual addendum they will be able to do so immediately without having to work the current 180 hours.

Employees who elect to transfer to a vacancy or onto a casual list will not be entitled to the enhanced severance or retraining monies.

Bumping – Article 17.06 (p. 12)

The proposed new language gives employees more time and options in the bumping selection process.

Employees will have seven (7) days instead of forty-eight (48) hours to review seniority lists and select a position to bump into. This position cannot differ by more than 20 per cent from the employee's current regularly scheduled work hours or more than five (5) per cent from the current position's hourly wage rate.

Now, employees with no options at their site can select the location and classification of the most junior employee that they wish to bump on the list.

Displaced workers will bump from seniority lists of employees with less than seven (7) years of service, up from the current five (5) years, providing even more bumping options.

Education Fund (p. 39)

One of the proposed contract's most valuable achievements is a new Education Allowance Fund available to all our members.

The Facilities Bargaining Association successfully negotiated the \$5 million education fund for existing members to access training money. These funds will be administered by the union and will offer our members new opportunities for career mobility.

This is an excellent opportunity for members to upgrade their skills and education to move into other areas of health care, such as clerical workers training for information systems, support workers moving into clerical jobs, care aides upgrading to LPNs, and members training to become renal technicians or pathology attendants.

Apprenticeship Training (p. 28)

To address recruitment and retention challenges in health care trades, a new Memorandum of Understanding on Apprenticeship Training in Health Care has been agreed to.

The new Memorandum of Agreement – Trades Apprenticeship Training in Health Care provides opportunities for regular employees to apply for apprenticeship training in a pilot project with the Vancouver Coastal Health Authority (VCHA).

Preference will be given to VCHA internal applicants with the following qualifications: successful completion of a recognized pre-apprentice training program for the applicable trade; successful completion of trades testing and supplemental skills assessment from BCIT (or a VCHA-approved educational institution); and a signed indenture agreement between the apprentice, the employer and the Industry Training Authority.

Nursing Team

Professional Responsibility for Licensed Practical Nurses (p. 23)

In this new Memorandum, employers are recognizing the increased responsibilities of LPNs. The FBA and HEABC have agreed to a problem-solving process to address employee concerns related to patient/resident care, including nursing practice conditions; safety of patients/residents and LPNs; and workload.

The agreement includes three detailed steps in reporting a problem, including the introduction of the LPN Professional Responsibility Complaints Form that also covers staffing levels, employee knowledge, and ethical/legal practices.

Shift Scheduling and Rotations for LPN's and Care Aides (p. 20)

This new Memorandum acknowledges the importance of input from LPNs and Care Aides in determining work schedules to promote quality health care and employee job satisfaction while still meeting operational requirements.

Increased Input, Recognition and Educational Opportunities for LPNs and Care Aides

At HEU's initiative, the government and health employers agreed to create a policy table to deal with issues of respect and recognition for nursing team members. An agreement was reached at this table that ensures FBA nursing team members:

- ongoing access to senior staff in the health authorities, the Ministry of Health and HEABC to address LPN and Care Aide utilization, continuing education and practice issues;
- inclusion of LPNs in the Professional Practice Councils in acute care;
- a program to address violence in the workplace;
- an on-going policy committee to address staffing and quality of care issues in long term care and assisted living;
- funding from the MOH to support continuing education and post-basic training for LPNs and Care Aides; and
- a process to ensure provincial training standards for Care Aides and LPNs.

Workload (p. 37)

The bargaining committee made it clear that addressing workload was a top priority. The health authorities, the employer and the union(s) have agreed to meet at the health authority level to discuss workload issues and seek appropriate resolutions. The language recognizes the importance of promoting a safe, productive work environment that provides quality patient/resident care. The parties will meet for the first time within 120 days of contract ratification.

In addition, workload problems in long-term care will be addressed through the policy committee that will examine staffing and quality of care. And LPNs will have the opportunity to address workload issues through the Professional Responsibility language.

An agreement between the board of the Occupational Health and Safety Agency for Healthcare (OHSAH) and the government of BC ensures ongoing funding of \$3.9 million a year. Potentially up to another \$2 million will be made available subject to the approval of a strategic and operating plan submitted by OHSAH to government and health authorities.

Other Compensation Improvements

Meal Allowance improvements – Article 21.07 (p. 14)

Employees working two and one-half (2 ½) hours of overtime either before or after their regularly scheduled work hours will be compensated for a twelve dollar (\$12.00) meal allowance, a substantial gain from the previous seven dollar (\$7.00) meal allowance.

Shift, Weekend and Trades Qualification Premiums improvements – Article 22 (p. 15)

Improvements to premiums and shift differential are as follows:

Employees working a night shift will be paid a shift differential of \$1.35 per hour as of April 1, 2006; \$1.50 per hour as of April 1, 2007; \$1.60 per hour as of April 1, 2008, and \$1.75 per hour as of April 1, 2009.

Employees working a weekend (between 0001 hours Saturday and 2400 Sunday) will get a weekend premium of: \$0.85 per hour as of April 1, 2006; \$0.90 per hour as of April 1, 2007; \$0.95 per hour as of April 1, 2008, and \$1.00 per hour as of April 1, 2009.

Effective April 1, 2006, regular employees in the trades family, including licensed power engineers, maintenance supervisors (who supervise trades and hold a TQ ticket as a requirement of their job) will receive a \$500 per year Trades Qualification Premium (pro-rated for part-time employees).

Call Back – Article 23.01 / Transportation Allowance – Article 26 (p. 15)

Effective April 1, 2006, employees called back to work on their regular time off or those who regularly use their personal vehicle to conduct business on behalf of and at the request of their employer will receive a transportation allowance of forty-six cents (\$0.46) per kilometre. Minimum allowance will be two dollars (\$2.00). This is an increase of seven cents (\$0.07) per kilometre.

Injury-on-Duty Pay – Articles 31.04 and 31.05 (p. 17)

Amendments to these articles bring injury-on-duty leave provisions into line with the other bargaining units in health care and elsewhere in the public sector.

It ensures that members on WCB receive the same net pay as they would had they been at work (rather than gross pay).

The provisions now take into account additional shifts worked by part-time employees, shift and weekend premiums and statutory holiday premiums.

Unlike other agreements in health care, these changes have no impact on vacation accrual for members on WCB.

Daylight Savings Time Change – New Article (p. 19)

When working the night shift on standard/daylight savings time changes, employees will be paid at straight time for actual hours worked. Previously, employees would lose one hour of pay when the clocks were set back one hour and they had to work the extra hour without compensation.

Early Intervention Program (p. 21)

The tentative agreement includes a new Early Intervention Program proposed by health care unions to improve support for health care workers who become injured or ill on the job.

Along with existing disability plans, the goal of the Early Intervention Program is to create a proactive and customized service for ill and injured workers to participate in safe and timely return-to-work or duty-to-accommodate programs.

By forming a joint Steering Committee with representatives from the FBA and HEABC – who will seek advice from the Occupational Health and Safety Agency and the Healthcare Benefit Trust – the Early Intervention Program also aims at reducing the costs of sick leave and LTD, and conveying the message that employees are valued.

The union and the employers hope to have the Early Intervention Program in place on December 5, 2006.

Miscellaneous Issues

Scheduling Provisions – Article 19.01 (p. 14)

Employers wishing to change department rotations – or work schedules – will post the proposed schedules for seven (7) calendar days. Regular employees will have another seven (7) calendar days to select a line in the new rotation in order of seniority, rather than the entire department being displaced. This provides regular employees with more job security. Only those without a line at the end of selections will be displaced.

Overtime – Article 21.05 (p. 14)

To clarify the automatic payout of banked overtime, this new language gives specific dates of overtime accrual and payout. This allows employees to either schedule time off (at a mutually convenient time with the employer), or to anticipate an automatic payout of unused overtime.

Any overtime banked between April 1 and September 30, at the employee's option, may be taken as paid time off prior to March 31 of the next calendar year. Outstanding banked overtime as of March 31 will automatically be paid out at the employee's current rate of pay.

Likewise, any overtime banked between October 1 and March 31, at the employee's option, may be taken as paid time off prior to September 30. Outstanding banked overtime as of September 30 will automatically be paid out at the employee's current rate of pay.

Special Leave – Article 30 (p. 16)

The Facilities Bargaining Association and HEABC will appoint two (2) representatives each to a working committee to review the interpretation and application of Article 30.01 (3) by examining arbitrator decisions and industry troubleshooter written recommendations. They will submit their findings by September 30, 2006 to their respective associations.

Memorandum of Understanding Re: Isolation Allowance (p. 20)

This simply lists any legal name changes of facilities covered under the collective agreement.

Employer Specific Variations and Attachments (p. 30)

Renewal of the agreement to review all variations and attachments. The parties agree to meet within 90 days of ratification of this agreement to resolve all such issues.

March 17, 2006

NOTE

This section includes specific changes to the collective agreement. Deletions are noted by ~~strikethroughs~~ and additions are underlined. For sections containing entirely new language, that fact is noted and the new language is not underlined in order to make it easier to read. That is also the case for newly negotiated memoranda which follow at the end of this document.

Article 17.06 – Bumping

Revise Article 17.06 as follows:

17.06 Bumping

“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:
 - (a) ~~advise the employee’s Employer within 48 hours after receiving the seniority list referred to in subsection (2) of his or her intention to bump an employee at the same worksite, or~~
 - (b) ~~advise the employee’s Employer within 7 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 5 years seniority.
- (3) An employee with greater than 7 5 years seniority making a decision under subsection (2) above may bump an employee with fewer than 7 5 years seniority at their worksite ~~who occupies a position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.~~
- (4) An employee with greater than 7 5 years seniority who does not have an option to bump an employee with less than 7 5 years seniority at their worksite who occupies a comparable position may bump the most junior employee at their worksite who occupies a comparable position ~~that entails performing duties the bumping employee is qualified to perform and capable of performing.~~
- (5) An employee with greater than 7 5 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 ~~that entails performing duties the~~

~~bumping employee is qualified to perform and capable of performing; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Dovetailed Seniority List Area performing duties the bumping employee is qualified to perform and capable of performing.~~

- (6) An employee with fewer than 7 5 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 that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (7) An employee with fewer than 7 5 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 at their worksite that entails performing duties the bumping employee is qualified to perform and capable of performing; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Dovetailed Seniority List Area in a classification that entails performing duties the bumping employee is qualified and capable of performing.
- (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 anytime after 7 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.

Article 19.01 – Scheduling Provisions

Add a new provision to Article 19.01 (a) as follows:

19.01 Scheduling Provisions

- (a) ...
- (iii) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted employees will select their line on the new rotation in order of seniority.
Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 17The new work schedule will then be posted in accordance with Article 19.01
(a) (i).

Article 21.05 – Overtime

Revise Article 21.05 as follows:

21.05

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- (C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

Article 21.07 – Meal Allowance

Amend Article 21.07

- 21.07 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of ~~seven dollars (\$7.00)~~ twelve dollars (\$12.00)

Article 22 – Shift, Weekend and Trades Qualification Premiums

Revise Article 22.01, Article 22.02, and Article 22.04 as follows:

22.01 Employees working the evening shift shall be paid a shift differential of ninety-five (95¢) cents per hour for the entire shift worked. Effective April 1, 2006, employees working the night shift shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour for the entire shift worked. Effective April 1, 2007, the night shift premium shall be one dollar and fifty cents (\$1.50) per hour. Effective April 1, 2008, the night shift premium shall be one dollar and sixty cents (\$1.60) per hour. Effective April 1, 2009, the night shift premium shall be one dollar and seventy-five cents (\$1.75) per hour.

An Employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

Effective April 1, 2006, the weekend premium shall be eighty-five cents (85¢).
Effective April 1, 2007, the weekend premium shall be ninety cents (90¢) per hour.
Effective April 1, 2008, the weekend premium shall be ninety-five cents (95¢) per hour.
Effective April 1, 2009, the weekend premium shall be one dollar (\$1.00) per hour.

22.04 Effective April 1, 2006, 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 \$500 per year, prorated for part-time employees.

Article 23.01 – Call Back / Article 26 – Transportation Allowance

Revise Article 23.01 and Article 26.01 as follows:

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 his/her motor vehicle to work an allowance of thirty-nine cents (39¢) per kilometre, effective July 1, 2001, from the employee's home to the Employer's place of business and return. Effective April 1, 2006, the transportation allowance shall be forty-six cents (\$0.46) per kilometre. Minimum allowance shall be two dollars (\$2.00).

Article 26 – Transportation Allowance

26.01 An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-nine cents (39¢) per kilometre effective July 1, 2001. Effective April 1, 2006, the transportation allowance shall be forty-six cents (\$0.46) per kilometre. Minimum allowance shall be two dollars (\$2.00).

Article 30 – Special Leave *(this is new language)*

The parties agree to the following process with respect to Article 30:

WHEREAS Special Leave under Article 30.01 (3) continues to present significant labour relations disputes under the Facilities Subsector Collective Agreement;

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretations and application of Article 30.01 (3);

THEREFORE, the parties agree to the following:

1. By May 15, 2006, the Facilities Bargaining Association and HEABC will appoint two (2) representatives each to a working committee on Article 30.01 (3);
2. The working committee will develop a set of principles to guide the parties to interpret and apply Article 30.01 (3) based on a review of the decisions of arbitrators and industry troubleshooter written recommendations, who have interpreted Article 30.01 (3); and
3. The working committee will submit the principles to their respective principals by September 30, 2006 and, if approved, will then be issued as a joint publication as soon as possible.

Article 31.04 and Article 31.05 – Sick Leave

Revise Article 31.04 and delete Article 31.05 as follows:

31.04 Leave – Workers’ Compensation

(a) Entitlement to Leave

An employee shall be granted Workers’ Compensation leave with net pay in the event that the Workers’ Compensation Board/WorkSafe determines that the employee has established a claim (time-loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, “net pay” is defined as the employee’s regular net take-home wages to ensure that the non-taxable status of Workers’ Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating “regular net take-home wages”:

Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.

Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.

Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

(b) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(c) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (a) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays will not accrue.

(d) Approval of Claim

When an employee is granted sick leave with pay and Workers’ Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 17.06.

(f) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.

Article 48 – Wage Schedules, Attachments and Addenda

Revise Article 48.03 and Article 48.04 as follows:

48.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2006 to March 31, 2010.

48.04 General Wage Adjustments (*this is new language*)

A. General Wage Adjustments:

April 1, 2006 – Effective the first pay period after April 1, 2006, add a general wage increase of one and one-half percent (1.5%) to all job classifications.

April 1, 2007 – Effective the first pay period after April 1, 2007, add a general wage increase of two percent (2.0%) to all job classifications.

April 1, 2008 – Effective the first pay period after April 1, 2008, add a general wage increase of two percent (2.0%) to all job classifications.

April 1, 2009 – Effective the first pay period after April 1, 2009, add a general wage increase of two point seven percent (2.7%) to all job classifications.

B. Special Adjustments:

April 1, 2006, April 1, 2007, April 1, 2008, and April 1, 2009 – Effective the first pay period after April 1, 2006, April 1, 2007, April 1, 2008, and April 1, 2009 and after the general wage increase has been applied, add a special adjustment of one and one-half percent (1.5%) to the wage rate for the Licensed Practical Nurse classification (Benchmark #15316), Operating Room Licensed Practical Nurse classification (Benchmark #15317), Nursing Assistant III (Supervisor) classification (Benchmark #15307) and Nursing Assistant (Orthopaedic Technician) (Benchmark #16302)

April 1, 2007, April 1, 2008, and April 1, 2009 – Effective the first pay period after April 1, 2007, April 1, 2008, and April 1, 2009, and after the general wage increase has been applied in each year, add a special adjustment of one percent (1.0%) to the wage rate for the following job classifications:

- Nursing Unit Assistant;
- Buyer (Benchmark #10907);
- Buyer Supervisor (Benchmark #10908);
- Pharmacy Technician I (Benchmark #15401);
- Pharmacy Technician I (A) (Benchmark #15403);
- Pharmacy Technician II (Benchmark #15402);
- Pharmacy Technician II (A) (Benchmark #15404);
- Laboratory Assistant I (Benchmark #15201);
- Laboratory Assistant II (Benchmark #15202);
- Laboratory Assistant II (A) (Benchmark #15205);
- Laboratory Assistant III (Benchmark #15203); and
- Laboratory Assistant IV (Benchmark #15204).

The special adjustments will have no effect on the Pay Equity process under Article 49.

Article 49 – Pay Equity *(this is new language)*

The parties agree to the following issues with respect to Article 49:

1. The parties confirm that up to one percent (1%) of the total salaries of the bargaining unit will be applied on April 1, 2006 as a Pay Equity adjustment to move all remaining jobs to their Pay Equity target rate.
2. For the purposes of the printed 2006-2010 Facilities Subsector Collective Agreement, Article 49 will be maintained with an addition to reflect the content of paragraph #1 above.

Daylight Savings Time Change – New Article *(this is new language)*

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

Memorandum of Agreement
Shift Scheduling and Rotations for LPN's and Care Aides
(this is new language)

Memorandum of Agreement
Between
Health Employers Association of British Columbia ("HEABC")
And
Facilities Bargaining Association ("FBA")

Re: Shift Scheduling and Rotations for LPN's and Care Aides

The parties agree there is value in Employers considering the preferences of LPN's and Care Aides during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction.

Accordingly, Employers shall consider the preferences of LPN's and Care Aides in the development of schedules and rotations that address employee concerns, that enhance patient/resident care, and that meet operational requirements.

Memorandum of Understanding
Re: Isolation Allowance

Revise the Memorandum of Understanding Re: Isolation Allowance to reflect the following Facility name changes as follows:

Interior Health Authority, Slocan Community Hospital and Health Care Centre

United Church of Canada, United Church of Canada, Bella Coola General Hospital
~~Bella Coola and District Transitional Health Authority~~

United Church of Canada, R.W. Large Memorial Hospital ~~Central Coast Transitional Health Authority~~

United Church of Canada, Wrinch Memorial Hospital ~~Upper Skeena Health Council~~

**Memorandum of Agreement
Early Intervention Program**
(this is new language)

**Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)**

Re: Early Intervention Program

The Parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

WHEREAS the objectives of the Early Intervention Program are:

- a) to initiate early contact with the ill/injured employee;
- b) to identify and provide appropriate case management of the ill/injured employee’s health issues;
- c) to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through an early return to work plan;
- d) to convey the message that employees are valued; and
- e) to reduce the costs of sick leave and the Long-Term Disability Insurance Plan.

AND WHEREAS the parties agree to promote open discussion and support for the Early Intervention Program.

THEREFORE the parties agree on the following principles for establishing an Early Intervention Program:

1. A joint Steering Committee comprised of five (5) representatives of the Facilities Bargaining Association and five (5) representatives of HEABC shall be established within thirty (30) days of ratification of the renewal Facilities Subsector Collective Agreement. The purpose of the Steering Committee is to develop an agreement for the delivery/implementation of an Early Intervention Program that has a case management component. The Steering Committee will also consider how the Early Intervention Program will integrate with existing programs, including PEARS. The Committee shall call upon advisors, as required, such as the Occupational Health and Safety Agency and the Healthcare Benefit Trust.

In the event other health sector Collective Agreements include an Early Intervention Plan Steering Committee similar or identical to the Committee described above, the Facilities Bargaining Association will make every effort to work with HEABC and the other Union Associations to develop a health sector wide Early Intervention Plan.

2. A local implementation committee comprised of no more than three (3) representatives of the Facilities Bargaining Association and an equal number of representatives from the Health Authority or Affiliate Employer will be established at each Health Authority or Affiliate Employer with the following mandate:
 - a) implement the Early Intervention Program developed by the Steering Committee by December 5, 2006;
 - b) promote the Early Intervention Program to employees, Unions, and Employers;
 - c) develop and implement a communications plan for the Early Intervention Program;
 - d) receive and analyze quarterly data reports to evaluate the effectiveness of the Early Intervention Program and its impact on sick leave and the Long-Term Disability Insurance Plan;
 - e) discuss issues arising from the implementation of the Early Intervention Program referenced in this Memorandum of Agreement.

In the event other health sector Collective Agreements include a local committee similar or identical to the local committee described above, the Facilities Bargaining Association will make every effort to work with the Employer and the other Union Bargaining Associations to establish a single multi-Union local committee.

3. The parties agree that the implementation of the Early Intervention Program will be effective on December 5, 2006. In the event the Steering Committee has not agreed on the elements of the Early Intervention Program, they will refer the matter to mediation/arbitration with Donald Munroe by October 1, 2006 for a hearing by November 15, 2006. Donald Munroe shall also be available to the parties, if necessary, to facilitate the resolution of parties at the local level to resolve any disputes regarding the implementation of the Early Intervention Program.
4. The LTD Plan will administer and provide Early Intervention Program case management.
5. An Early Intervention Program provides assistance to employees, including the proper completion of any required forms. Non-participation in the Early

Intervention Program may result in complications, delay or denial of LTD Plan claims and/or benefits. The parties agree that ill/injured regular employees shall participate in the Early Intervention Program and cooperate by:

- completing all required forms;
 - speaking with Early Intervention Program coordinators and/or Union representatives to discuss the potential for early return to work or accommodation plans;
 - participating in an agreed upon early return to work/accommodation plan if approved by the ill/injured employee's physician; and
 - cooperating with any recommended medical and rehabilitation intervention plans, if approved, by the attending physician.
6. The parties agree that for the purposes of the Early Intervention Program, an independent service provider engaged for the Early Intervention Program will be bound by the B.C. *Personal Information Protection Act* and have strict confidentiality policies and procedures. Information that the ill/injured employee provides to the Early Intervention Program service provider is confidential. However, the agreed to accommodation plan including limitations will be shared with the Employer and the Early Intervention Program Coordinator where required for early return to work plans.
7. The Steering Committee will only receive aggregate and summary data in order to measure the effectiveness of the Early Intervention Program.

Memorandum of Agreement Professional Responsibility for Licensed Practical Nurses (this is new language)

**Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)**

Re: Professional Responsibility for Licensed Practical Nurses

In the interest of safe patient/resident care and safe nursing practice, the parties agree to the following problem-solving process to address employee concerns relative to patient/resident care including:

- A. Nursing practice conditions;
- B. Safety of patients/residents and Licensed Practical Nurses, and
- C. Workload.

Step One:

Health Authorities and Affiliate Employers: A Licensed Practical Nurse with a concern will discuss the matter with his/her excluded supervisor or designate with the objective of resolving the concern. At his/her request, the employee may be accompanied by a shop steward.

Step Two:

Health Authorities (and Providence Health Care Society): If the matter is not resolved to his/her satisfaction, the Licensed Practical Nurse may submit the LPN Professional Responsibility Complaints Form to his/her excluded supervisor or designate and the Senior Nurse Leader at the worksite within fourteen (14) calendar days of his/her discussion with his/her excluded supervisor or designate. The excluded supervisor or designate and the Senior Nurse Leader at the worksite shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Senior Nurse Leader at the worksite shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

Affiliate Employers: If the matter is not resolved to his/her satisfaction, the Licensed Practical Nurse may submit the LPN Professional Responsibility Complaints Form to his/her excluded supervisor or designate and the Head of Nursing within fourteen (14) calendar days of his/her discussion with his/her excluded supervisor or designate. The excluded supervisor or designate and the Head of Nursing shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Head of Nursing shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

Step Three:

Health Authorities (and Providence Health Care Society): If the matter is not resolved to the Licensed Practical Nurse's satisfaction, the employee may re-submit the LPN Professional Responsibility Complaints Form to the Chief Operating Officer (or functional equivalent) or designate, a Senior Nurse Leader, and the Union. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Chief Operating Officer (or functional equivalent) or designate and/or a Senior Nurse Leader or a designate from nursing

shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

Affiliate Employers: If the matter is not resolved to the employee's satisfaction, the Licensed Practical Nurse may re-submit the LPN Professional Responsibility Complaints Form to the Administrator, the Head of Nursing, and the Union. The Administrator and/or the Head of Nursing or a designate from nursing shall meet with the Licensed Practical Nurse to discuss resolution of the concern. At his/her request, the employee may be accompanied by a shop steward. The Administrator and/or Head of Nursing or a designate from nursing shall respond to the Licensed Practical Nurse in writing within fourteen (14) calendar days of the meeting with the employee.

**LPN Professional Responsibility
Complaints Form**

- A. Nursing practice conditions; and
- B. Safety for patients/residents and Licensed Practical Nurses
- C. Workload

Unit: _____

Name: _____ **Phone:** _____

Date and Shift:

Staffing on the Shift:

#RN _____ #LPN _____

Normal Staffing:

#RN _____ #LPN _____

Staffing on the Shift:

Aides _____ Nursing Unit Asst. _____ Other _____

Normal Staffing:

Aides _____ Nursing Unit Asst. _____ Other _____

Brief Summary of Problem:

Circle CLPNBC Standards for Nursing Practice that you are unable to meet:

- | | |
|------------------------------------|---------------------------------------|
| 1. Responsibility & Accountability | 4. Ethical and Legal Practice |
| 2. Knowledge | 5. Provision of Service to the Public |
| 3. Application of Knowledge | 6. Self-Regulation |

Phone a Union Steward when this form is completed.

(Steward's Name *and* Phone Numbers go here):

Standards of Practice (CLPNBC)

STANDARD 1 *RESPONSIBILITY AND ACCOUNTABILITY*

A Licensed Practical Nurse maintains standards of nursing practice, professional conduct and safety in the practice setting.

STANDARD 2 *KNOWLEDGE*

A Licensed Practical Nurse bases practice on knowledge derived from the study of nursing, health and other sciences, and humanities.

STANDARD 3 *APPLICATION OF KNOWLEDGE*

A Licensed Practical Nurse identifies clients' actual or potential health, strengths and limitations, plans interventions, performs planned interventions and evaluates outcomes.

STANDARD 4 *ETHICAL AND LEGAL PRACTICE*

A licensed practical nurse adheres to the ethical and legal obligations of the profession.

STANDARD 5 *PROVISION OF SERVICE TO THE PUBLIC*

A Licensed Practical Nurse collaborates with clients and other members of the health care team in provision of health care services to the Public.

STANDARD 6 *SELF-REGULATION*

A Licensed Practical Nurse assumes responsibility for maintaining competence and fitness to practice.

Client Health Outcomes: Unpredictable

Client health outcomes that cannot reasonably be expected to follow an anticipated path.

Memorandum of Understanding Re: Apprenticeship Training in Health Care Committee

Revise the Memorandum of Understanding Re: Apprenticeship Training in Health Care Committee as follows:

**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.

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 layoff 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 following a discussion with the local Unions.
3. Trades apprentices shall be supernumerary to regular Trades positions.
4. Employees of Vancouver Coastal 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:
 - Successful completion of pre-apprentice training program from a recognized educational institution where required by the Industry Training Authority for the applicable Trade;
 - Successful completion of BCIT or other recognized educational institution (as approved by Vancouver Coastal Health Authority) trades testing and supplemental skills assessment; and

- A signed indenture agreement between the apprentice, the Employer, and the Industry Training Authority within thirty (30) days of appointment by Vancouver Coastal Health Authority.
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 mutual agreement.
 8. Seniority will be credited for hours worked under the apprenticeship training programs at all Vancouver Coastal Health Authority 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 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 his/her 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 he/she 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.

Memorandum of Agreement Re: Employer Specific Variations and Attachments

The parties agree to renew the Memorandum of Agreement Re: Employer Specific Variations and Attachments.

Memorandum of Agreement Re: One-Time Payment – 2006-2010 (this is new language)

The parties agree to the following Memorandum of Agreement setting out the principles for a one-time payment upon ratification of the 2006-2010 Facilities Subsector Collective Agreement:

**Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)**

Re: One-Time Payment – 2006-2010 Facilities Subsector Collective Agreement

1. Consistent with the policy statements of the Minister of Finance with respect to the 2006 collective bargaining framework in the public sector, the parties acknowledge that there is one-time funding available for Collective Agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).
2. The parties acknowledge that to share in the one-time funding, the renewal Collective Agreement must be fully ratified by both parties no later than March 31, 2006.

3. The one-time payment is to be made from a fund of one hundred and five million four hundred thousand dollars (\$105,400,000) which is based on a payment of:
 - i. Three thousand seven hundred dollars (\$3,700) times twenty-six thousand three hundred and fifty (26,350) Full-Time Equivalents; and
 - ii. Five hundred dollars (\$500) times twenty-six thousand three hundred and fifty (26,350) Full-Time Equivalents as a bonus for recognition of past skills upgrading.The one-time amount may be distributed as determined by the parties or in accordance with the following process:
 - a. For all employees (regular and casual) employed by a health sector Employer covered by the Facilities Subsector Collective Agreement as of March 31, 2006, the total combined lump-sum amount of four thousand two hundred dollars (\$4,200) is to be pro-rated based on straight-time hours paid as a proportion of nineteen hundred and fifty (1,950) hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006; however, the total combined lump-sum amount can not exceed four thousand two hundred dollars (\$4,200) to any employee in the Health Sector in any circumstance.
 - b. The one-time payment is subject to normal statutory deductions and Union dues.
 - c. Regular employees on a leave of absence under Article 35 (Maternity and Parental Leave), under Article 31.04 (Injury-On-Duty), or under the Long Term Disability Insurance Plan will receive the one-time payment based on their full-time equivalent as of the last day worked prior to the leave of absence.
4. In addition to the one-time payment, a one-time lump-sum payment will be made to all employees (regular and casual) employed by a health sector Employer covered by the Facilities Subsector Collective Agreement as of March 31, 2006 in the following job classifications. The lump-sum payment will be equivalent to one percent (1.0%) multiplied by all straight-time hours paid up to nineteen hundred and fifty (1,950) hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006 and by the hourly wage rate applicable for each classification as at March 31, 2006. The lump-sum amount can not exceed four hundred and eighty-seven dollars and fifty cents (\$487.50). The job classifications eligible for the additional one-time lump sum payment are:
 - Nursing Assistant (Orthopaedic Technician) (Benchmark #16302);
 - Nursing Unit Assistant;
 - Buyer (Benchmark #10907);
 - Buyer Supervisor (Benchmark #10908);

- Pharmacy Technician I (Benchmark #15401);
 - Pharmacy Technician I (A) (Benchmark #15403);
 - Pharmacy Technician II (Benchmark #15402);
 - Pharmacy Technician II (A) (Benchmark #15404);
 - Laboratory Assistant I (Benchmark #15201);
 - Laboratory Assistant II (Benchmark #15202);
 - Laboratory Assistant II (A) (Benchmark #15205);
 - Laboratory Assistant III (Benchmark #15203); and
 - Laboratory Assistant IV (Benchmark #15204).
5. The Employers will make a reasonable effort to pay the one-time payment to all regular employees within the first three (3) pay periods after March 31, 2006.
6. In addition to the one-time payment available in 2006, the parties acknowledge that there is a one-time fiscal dividend available for Collective Agreements with a four (4) year term that extend through the 2009/2010 fiscal year. The dividend available to employees in the Facilities Subsector is a proportionate share of up to three hundred million dollars (\$300,000,000) based on the excess over a projected surplus of one hundred and fifty million dollars (\$150,000,000) for 2009/2010. The fiscal dividend will be as set out in the attached Letter of Agreement.

Letter of Agreement
Re: Fiscal Dividend
(this is new language)

Letter of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)

Re: Fiscal Dividend

The parties agree as follows:

Having agreed the term of the Facilities Subsector Collective Agreement to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies in excess of \$150 million, surplus to the B.C. Provincial Government, as defined in the Province’s audited financial statements, for the fiscal year 2009-2010.

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus (i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available).

- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the Employer's active payroll on March 31, 2010.
- 1.4 The payment will be made to regular and casual employees on the Employer's payroll as of March 31, 2010 pro-rated based on straight-time hours paid as a proportion of nineteen hundred and fifty (1,950) hours between the first pay period prior to April 1, 2009 and the first pay period prior to March 31, 2010.

Regular employees on a leave of absence under Article 35 (Maternity and Parental Leave), under Article 31.04 (Injury-On-Duty), or under the Long Term Disability Insurance Plan will receive the payment based on their full-time equivalent as of the last day worked prior to the leave of absence.
- 1.4 To facilitate the implementation of this Letter of Agreement, the parties will meet no later than six (6) months after the publication of the audited public accounts for fiscal 2009-2010 to review the formula for the dividend payment and the resulting payments to be made.

Memorandum of Agreement
Re: Implementation of Market Adjustment Premium
(this is new language)

Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)

Re: Implementation of a Premium to Address Recruitment/Retention Concerns

HEABC and its member Employers and the Facilities Bargaining Association and its members recognize the importance of attracting, retaining, and motivating a highly skilled workforce to provide health care and allied services to the residents of the province of British Columbia. To the extent reasonably possible, the parties want to ensure that Employers can retain the intellectual property, knowledge, and experience that exist in employees in the Health Sector.

The parties have identified the following job classifications will receive a recruitment/retention market adjustment premium:

- Air Conditioning Mechanic;
- Boiler Operator;
- Carpenter;
- Chief Power Engineer 2;
- Chief Power Engineer 3;
- Chief Power Engineer 4;
- Computer Technical Support I;
- Computer Technical Support II;
- Electrician;
- Fitter;
- Fitter/Gas Fitter B (Cross Connection);
- Head Air Condition Mechanic;
- Head Carpenter;
- Head Electrician;
- Head Fitter;
- Head Laundry Mechanic;
- Head Machinist;
- Head Painter;

- Head Plasterer;
- Head Plumber;
- Head Refrigeration Mechanic;
- Head Welder;
- Laundry Mechanic;
- Machinist;
- Maintenance Supervisors who: (a) hold a TQ ticket as a requirement of their job; and (b) supervise Trades;
- Painter;
- Plasterer;
- Plumber;
- Plumber/Gas Fitter B (Cross Connection);
- Power Engineer 2;
- Power Engineer 3;
- Power Engineer 4;
- Programmer/Systems Analyst I;
- Programmer/Systems Analyst II;
- Programmer/Systems Analyst III;
- Programmer/Systems Analyst IV;
- Refrigeration Mechanic;
- Supervising Power Engineer 2;
- Supervising Power Engineer 3;
- Supervising Power Engineer 4; and
- Welder.

In order to address the recruitment/retention concerns and pay-related skill shortages for the above classifications, the parties agree to the implementation of a market adjustment premium amount in accordance with the following process:

1. Each of the classifications listed above will receive an hourly market adjustment premium amount of \$4.00 per hour worked effective from the first pay period after the date of signing of this Memorandum of Agreement. Effective the first pay period after April 1, 2007, the hourly market adjustment premium amount will increase by an additional \$0.50 per hour. The hourly market adjustment premium amount will be applied after the general wage increases set out in Article 48.04.
2. The market adjustment premium amount will apply to all regular and casual employees in the eligible classifications.

3. The market adjustment premium amount will not be retroactive. Employees shall be eligible for the market adjustment premium amount if they are employed on or after the effective date of this Memorandum of Agreement.
4. The market adjustment premium amount will apply to employees in eligible classifications whose current wage rate is red-circled; however, such employees will only receive the difference between their red-circled wage rate and the base wage rate for their job including the market adjustment premium amount. If an employee's red-circled wage rate exceeds the base wage rate for their job by the amount of the market adjustment premium amount or greater, the employee will not receive any amount of the market adjustment premium amount.
5. The market adjustment premium amount is considered wages for the purposes of the application of the federal *Income Tax Act*, and any other applicable statutory deductions. The market adjustment premium amount is also subject to Union dues in accordance with the formula specified by the constituent Union.
6. The market adjustment premium will have no effect on the Pay Equity process under Article 49.

Memorandum of Agreement
Re: Workload
(this is new language)

Introduce a new Memorandum of Agreement on Workload as follows:

Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)

Re: Workload

WHEREAS the parties recognize the importance of promoting a work environment that is safe and productive and that provides high quality safe patient/resident care and a sustainable and affordable health system;

WHEREAS the parties recognize that there are many factors that contribute to workload;

THEREFORE the parties agree to the following:

1. For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in the discussion contemplated by this Memorandum of Agreement. The parties can schedule two (2) additional meetings per year if there is mutual agreement such additional meetings are necessary. The parties will meet for the first time within one hundred and twenty (120) days of the ratification of the renewal Facilities Subsector Collective Agreement.
2. The parties agree that for the purposes of the discussion contemplated by this Memorandum of Agreement, they will have equal representation not to exceed four (4) representatives per party.
3. In order to facilitate the above discussion, the Employer shall provide to the Union(s) upon request, the following data where available within a reasonable period of time following March 31 and September 30 of each year:
 - Hours worked in the previous year;
 - The number of unfilled vacancies in the previous year;
 - Overtime hours worked by classification in the previous year;
 - Sick leave hours in the previous year;
 - FTEs by classification;
 - The number and status of referrals under Article 37.01 (c);
 - Number of full-time, part-time, and casual employees by classification;
 - and
 - Staff separation of employment by classification.The Employer will provide the above data at a cost centre level where applicable and where possible.
4. Employers are not required to create administrative systems in order to generate the above data.
5. The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to a meeting called under this Memorandum of Agreement.

Transfer Agreement: Education Allowance Fund
(this is new language)

THIS AGREEMENT made the 20th day of March 2006.

BETWEEN:

Ministry of Health (“the Ministry”)
1515 Blanshard Street
Victoria, B.C. V8W 3C8
Fax: 250 952-1909

OF THE FIRST PART

AND:

Facilities Bargaining Association (“FBA”)
c/o 5000 North Fraser Way
Burnaby, B.C. V5J 5M3
Fax: 604-739-1510

OF THE SECOND PART

WHEREAS:

The FBA has proposed establishment of an education allowance fund to be administered by the FBA.

The Ministry has the authority and wishes to provide a grant to the FBA for the purposes hereinafter set forth.

The FBA is eligible for the grant as determined by the Ministry.

The Province is committed to supporting continued education of Health Sector workers represented by the FBA.

NOW THEREFORE in consideration of the premises and covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

PAYMENT OF FUNDS

The Ministry will disburse \$5,000,000 to the FBA on the signing of this agreement.

Notwithstanding any other provision of this Agreement, in no event will the Ministry be or become obligated to the FBA pursuant to this Agreement for an amount exceeding, in the aggregate, \$5,000,000.

TERMS AND CONDITIONS

Notwithstanding any other provision of this Agreement, the provision of the grant pursuant to this Agreement is for the purposes outlined below.

PURPOSE

Ministry funding is provided to FBA to provide assistance to regular employees who may wish to enroll in educational programs in order to upgrade professionally and enhance their careers in the Health Sector. It is understood that reasonable administration costs may be charged to the fund.

The FBA agrees that the funding will be used for this purpose.

Upon request, the FBA will provide to the Ministry a report in the form and manner prescribed by the Ministry, showing expenditures made to date and the estimated future expenditures, from the \$5,000,000 funding provided by the Ministry.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED AND DELIVERED on
Behalf of the Ministry of Health

SIGNED AND DELIVERED on
behalf of the Facilities Bargaining Association

Dr. Penny Ballem
Deputy Minister
Ministry of Health

per _____
Judy Darcy, FBA

Letter of Intent

Re: Clerical Benchmark Series

Revise the Letter of Intent Re: Clerical Benchmark Series as follows:

Re: Clerical Benchmark Series

WHEREAS introduction of new technology is having a significant impact on the clerical job family,

WHEREAS the existing clerical benchmarks have not been reviewed since their introduction ~~in the early 1980s,~~

WHEREAS the parties recognize the need to create new benchmarks, modify existing benchmarks, and/or delete redundant benchmarks,

THEREFORE, the Parties will conduct a joint review of the Clerical Benchmark Series. This review will commence not later than sixty (60) days following the effective date of the renewal Facilities Subsector Collective Agreement and will conclude within twelve (12) calendar months of commencement. To support the above work, three million dollars (\$3,000,000) in total cumulative funding over the four (4) year term of the renewal Facilities Subsector Collective Agreement will be allocated. It is understood that any adjustments to wage rates shall be effective April 1, 2007 and shall not exceed a total cumulative cost of one million dollars (\$1,000,000) for fiscal 2007/2008. The parties agree that the allocation of three million dollars (\$3,000,000) addresses the total amount required to complete this review of the Clerical Benchmark series. It is understood that the outcome of this review will be at no cost to the Employer.

Letter of Intent
Re: Benchmark Series Review
(this is new language)

Letter of Intent
Between
Health Employers Association of British Columbia (“HEABC”)
And
Facilities Bargaining Association (“FBA”)

Re: Benchmark Series Review

WHEREAS the parties recognize the need to create new benchmarks, modify existing benchmarks, and/or delete redundant benchmarks,

THEREFORE, the Parties will conduct a joint review of the following Benchmark Series:

- Orthopaedic Technician;
- Rehabilitation Assistant;
- Volunteer Coordinator;
- Activity Worker III and IV;
- Accountants;
- Stores;
- Patient Care Technical;
- Social Worker Assistant I and II; and
- Health Record Technicians.

This review will commence not later than sixty (60) days following April 1, 2007 and will conclude within twelve (12) calendar months of commencement. To support the above work, two million dollars (\$2,000,000) in total cumulative funding over the four (4) year term of the renewal Facilities Subsector Collective Agreement will be allocated. It is understood that any adjustments to wage rates shall be effective no earlier than April 1, 2007 and no more than one million dollars (\$1,000,000) shall be applied in any year. The parties agree that the allocation of two million dollars (\$2,000,000) addresses the total amount required to complete this review of the above Benchmark series.

**Memorandum of Agreement
Employees Laid Off Due to Contracting Out or Due to the
Application of the *Health Sector Partnerships Agreement
Act*
(this is new language)**

Proposal:

Add a new Memorandum of Agreement as follows:

MEMORANDUM OF AGREEMENT

Between:

Health Employers Association of British Columbia (“HEABC”)

And

Facilities Bargaining Association (“FBA”)

**Re: Employees Laid Off Due to Contracting Out or Due to the Application
of the *Health Sector Partnerships Agreement Act*.**

The parties agree as follows:

1. Enhanced Severance Allowance:
 - (a) An Enhanced Severance Allowance shall be paid to each regular employee who is terminated where the employee’s services are no longer required due to contracting out or because of the application of the *Health Sector Partnerships Agreement Act* between April 1, 2006 and March 31, 2010. The Enhanced Severance Allowance will be based on the exact same formula and process as the Severance Fund established in the May 2, 2004 Memorandum of Agreement as outlined in the November 26, 2004 agreement letter from the FBA to HEABC. The Enhanced Severance Allowance is not payable if the employee has other Health Sector employment on the effective date of the termination of his/her employment with the Employer who has contracted out.
 - (b) The balance remaining from the \$25 million Severance Fund established under the May 2, 2004 Memorandum of Agreement between HEABC, the FBA, the Government of British Columbia, and the B.C. Federation of Labour shall be carried forward to finance, in part, the Enhanced Severance Allowance referenced in paragraph 1 (a) above. Employees laid off as a direct result of

contracting out or who received layoff notice during the period referenced in the May 2, 2004 Memorandum of Agreement or whose job was eliminated due to contracting out between April 1, 2004 and March 31, 2006 shall be entitled to receive a payment from the balance of the \$25 million Severance Fund in accordance with the November 26, 2004 agreement letter from the FBA to HEABC. Note that employees under this provision are not entitled to the Enhanced Severance Allowance referenced under paragraph 1 (a) above.

2. Regular employees laid off as a direct result of contracting out or as a direct result of the application of the *Health Sector Partnerships Agreement Act* who have no bumping or vacancy posting option under the Facilities Subsector Collective Agreement at their current Employer shall be entitled to:
 - (a) Expanded access to Step #4 of Article 16.03. Specifically, an employee who has not terminated and who applies for an unfilled regular on-going vacancy under this provision will have access across the Health Authority; or
 - (b) Register for work under the **Addendum – Casual Employees** on one casual list within the Health Authority in the classification they were laid off from provided the employee is qualified to perform and capable of performing the work.

A laid off regular employee who successfully posts into a regular on-going vacancy or registers for work under the **Addendum – Casual Employees** prior to the expiry of their recall period under the process in this Memorandum of Agreement shall port his/her service and seniority to the receiving Employer and shall be eligible to apply for vacancies. A laid off regular employee who successfully posts into a regular on-going vacancy will be entitled to coverage under the Medical, Dental, and Extended Health Care Plans effective the first day of the month following employment. A laid off regular employee who registers for work under the **Addendum – Casual Employees** has the option to enroll in the health and welfare benefit plans as per Section 14 of the Addendum without having to work one hundred and eighty (180) hours. In addition, a laid off regular employee who registers for work under the **Addendum – Casual Employees** will be entitled to access the benefits set out in Section 15 of the Addendum at the Health Authority. The ability to port is not available to an employee who receives an Enhanced Severance Allowance under paragraph 1 above.

3. Regular employees who are issued displacement notice on or after April 1, 2006 and laid off as a result of contracting out or as a result of the application of the *Health Sector Partnerships Agreement Act* may apply to their

Employer for reimbursement of educational or retraining costs, subject to the following conditions:

- i. Reimbursement will be provided for the costs of courses incurred at an educational institution up to a maximum of \$1,000 (pro-rated for regular part-time employees based on their full-time equivalent);
 - ii. Reimbursement will be provided upon presentation of receipts submitted before the expiry of the employee's Collective Agreement layoff notice period; and
 - iii. Regular employees who are laid off and who request to be added to one casual list within the Health Authority (as per paragraph 2 (b) above) are not eligible for these funds.
4. Subject only to the variations specified in this Memorandum of Agreement, the Facilities Subsector Collective Agreement will apply and prevail.
 5. This Memorandum of Agreement is effective from April 1, 2006 to March 31, 2010.

Memorandum of Agreement Employees Laid Off Due to Contracting Out or Due to the Application of the Health Sector Partnerships Agreement Act

(this is new language and exists outside the collective agreement)

Proposal:

Add a new Memorandum of Agreement as follows:

MEMORANDUM OF AGREEMENT

Between:

Government of British Columbia

And

Health Employers Association of British Columbia (“HEABC”)

And

Facilities Bargaining Association (“FBA”)

**Re: Employees Laid Off Due to Contracting Out or Due to the Application
of the *Health Sector Partnerships Agreement Act*.**

The parties agree as follows:

1. Health Sector Employers are entitled to contract out up to seven hundred (700) full-time equivalents covered by the Facilities Subsector Collective Agreement between April 1, 2006 and March 31, 2010. Any layoffs occurring on or after April 1, 2006 as a result of a displacement notice issued prior to April 1, 2006 shall not count towards this total number of reductions. The total number of reductions excludes employees who may be laid off as a result of the application of the *Health Sector Partnerships Agreement Act*. The contracting out allocation will occur as follows: (a) no more than two hundred (200) full-time equivalents in fiscal 2006/2007; (b) three hundred (300) full-time equivalents in fiscal 2007/2008; (c) two hundred (200) full-time equivalents in fiscal 2008/2009; and (d) any unused allocation in any year will be carried forward to future years until fiscal 2009/2010. For example, any amount not allocated in fiscal 2006/2007 may be carried forward to fiscal 2007/2008 to be allocated in addition to the three hundred (300) full-time equivalents in fiscal 2007/2008.
2. The Government of British Columbia commits to informing the FBA as soon as reasonably possible after any new designations under the *Health Sector Partnerships Agreement Act* on or after April 1, 2006.

3. This Memorandum of Agreement does not form part of the Facilities Subsector Collective Agreement between HEABC and the FBA.
4. The *Commercial Arbitration Act* will apply to any dispute with respect to the interpretation and implementation of this Memorandum of Agreement.
5. This Memorandum of Agreement is effective from April 1, 2006 to March 31, 2010.