

Comprehensive Report

FACILITIES BARGAINING ASSOCIATION

HOSPITAL EMPLOYEES' UNION

BRITISH COLUMBIA GOVERNMENT
AND SERVICE EMPLOYEES' UNION

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 882-882B-882H

PUBLIC AND PRIVATE WORKERS
OF CANADA LOCAL NO. 5

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL NO. 230

UNITED STEELWORKERS OF AMERICA
LOCAL 9705

BRITISH COLUMBIA NURSES' UNION

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

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

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT COUNCIL 38

ON THE TENTATIVE AGREEMENT BETWEEN THE:

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

AND THE:

Health Employers Association of British
Columbia (HEABC)



DECEMBER 2018



HOSPITAL EMPLOYEES' UNION

BACKGROUND

Contracting-out protections restored, health and safety gains and new rights secured in tentative agreement

No concessions agreement includes a six per cent general wage increase, improvements to shift premiums, and expanded rights

On December 1, a tentative agreement covering 44,000 health care workers was reached between the multi-union Facilities Bargaining Association (FBA) and the Health Employers Association of BC (HEABC).

The three-year agreement includes general wage increases of six per cent, in line with other settlements reached with government employees, community health workers, nurses and health science professionals, under the provincial

Highlights

- No concessions
- Three-year agreement: Apr. 1, 2019 to Mar. 31, 2022
- Six per cent in general wage increases
- Improvements to evening, night, weekend and on-call differentials and isolation allowance
- Elimination of Grids 7, 8 and 9
- \$1 million for MSI prevention projects
- 600,000 new bargaining unit hours by 2021
- \$8.5 million from government to start up a new health care occupational health and safety organization
- Improved language to address workload
- Pre-2002 “no contracting out” provision restored
- Process to look at bringing contracted-out work back under health authority control
- \$3 million in funding for the FBA Education Fund
- Bullying and harassment definition in agreement
- Sexual and domestic violence leave using special leave credits
- Access to compassionate leave for pregnancy loss after 20 weeks

Provincial Executive recommends members vote “yes” to ratification

government’s current negotiating mandate for public sector employers.

Negotiations began in early September and took place over nine weeks in total.

More than 90 per cent of the FBA membership is represented by the Hospital Employees’ Union.

The HEU Provincial Executive has reviewed the agreement and is recommending that members vote “yes” in ratification votes that are being scheduled for January.

The agreement includes new language and resources to tackle the high injury rates experienced by FBA members, and it provides workers with

more job security protections in the face of health care restructuring – including a restoration of pre-2002 contracting-out protections.

In addition to the six per cent general wage increase (two per cent in each year), the FBA negotiated significant improvements to evening, night and weekend shift premiums and to the isolation allowance (which has also been extended to include Powell River).

And in an effort to bring up the lowest wages in the bargaining unit, pay grids 7, 8 and 9 are phased out of the agreement by April 2020.

HEU's secretary-business manager Jennifer Whiteside, chief spokesperson for the FBA, says the tentative agreement starts the process of rebuilding a stronger health care system that is safer, less fragmented, and where members have more rights on everything from displacements to grievance procedures.

"The BC Liberals had 16 years to mess up our health care system – and it's going to take more than one round of bargaining to fix it," says Whiteside.

"But I am really proud of our bargaining committee and our FBA partners who showed a lot of wisdom and grit in making immediate gains in a no concessions agreement that will improve the working lives of our members."

The tentative agreement also includes a number of language improvements to tackle the ongoing workload crisis in health care – a top issue identified by HEU members at the Facilities Bargaining Conference earlier this year.

The Ministry of Health has also agreed with the FBA's proposal for the re-establishment of a provincial organization focusing on occupational health and safety in the health care sector – and will provide \$8.5 million over three years to support this objective.

"We need system-wide improvements to drive down injury rates and make real progress towards safer workplaces," says Whiteside. "Focusing resources on OH&S best practices and ensuring they are scaled up across the sector is the right approach."

By 2021, health employers have agreed to add 600,000 more hours into the bargaining unit to help address workload. They'll also provide \$1 million to fund musculoskeletal injury prevention projects.

And the FBA negotiated a number of provisions to address the uncertainty and chaos that's accompanied restructuring, consolidation and privatization in the health sector.

In addition to restoring pre-2002 contracting-out protections, employers and government have agreed to a process that will consider bringing contracted-out work back under the control of B.C.'s health authorities.

The tentative agreement also gives expanded rights to employees who are displaced at multi-employer sites.

A number of new rights were also negotiated in the tentative agreement, including extended top up for EI parental benefits, improved grievance language, and access to leave credits for victims of sexual/domestic violence, and for employees who suffer a pregnancy loss after 20 weeks.

The agreement needs to be ratified by both union members and health employers. If ratified, it will cover 44,000 health care workers in publicly funded hospitals, long-term care facilities, health authority corporate offices and warehouses, and other settings across the province.

FBA members work in direct patient and resident care as well as in support services, technical, clerical and trades and maintenance areas.

In addition to HEU, the FBA includes workers in nine other unions, including the B.C. Government and Service Employees' Union and the International Union of Operating Engineers.

Note

This section (pp. 4-17) provides an explanation and analysis of the major provisions of the tentative agreement. Please refer to the Appendix to this document (starting on p. 19) for agreed-to language. Section headings marked with ❖ correspond to sections in the Appendix.

COMPENSATION (see pp. 20-22)

Under the government’s public sector bargaining mandate – the Sustainable Services Negotiating Mandate – all tables in the provincial public sector are limited to wage increases of two per cent annually under three-year agreements.

In addition, individual bargaining tables are able to negotiate “conditional and modest funding that can be used to drive tangible service improvements for British Columbians.”

The public service (BCGEU), Community Health, Community Social Services, K-12 Support (CUPE), Health Science Professional (HSA), and Nurses (BCN) bargaining associations all reached agreements prior to the Facilities settlement that included three-year agreements with a General Wage Increase (GWI) of two per cent in each year.

General wage increase and term of agreement

This tentative agreement runs from April 1, 2019 to March 31, 2022 and provides members with a six per cent GWI – two per cent in each year of the three-year agreement.

Under the agreement, the general wage increase will be adjusted upwards if any other public sector contracts exceed this amount in GWI (p. 22).

In addition, Facilities Subsector members will receive an additional 1.75 per cent wage boost in February 2019 as a result of a combined GWI and Economic Stability Dividend (ESD) adjustment due under the 2014-2019 agreement.

February 1, 2019*	1.75 per cent (incl. ESD)
April 1, 2019	2.0 per cent
April 1, 2020	2.0 per cent
April 1, 2021	2.0 per cent

*2014-2019 Facilities Collective Agreement

Note: All increases effective first pay period after date

Shift premiums/On-call differential

The tentative agreement also includes increases in shift premiums to improve staffing during evenings, nights, and on weekends. The on-call differential has also been increased.

Isolation Allowance

The agreement includes an increase to the Isolation Allowance for members working in more remote and rural areas, and Powell River has now been included as a rural area.

	Current	March 1, 2019****	April 1, 2019	April 1, 2020	April 1, 2021
Evening Shift Premium*	\$1.05	\$1.20	\$1.45	\$1.45	\$1.80
Night Shift Premium*	\$2.00	\$2.00	\$2.00	\$2.25	\$2.50
Weekend Premium*	\$1.25	\$1.25	\$1.25	\$1.50	\$1.80
On-call Differential**	\$2.25	\$3.00	\$3.30	\$3.40	\$3.40
Isolation Allowance	\$74/month	\$74/month	\$100/month***	\$100/month	\$100/month

*hourly

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

***extended to include Powell River on April 1, 2019

****March 1, 2019 increases from 2014-2019 Facilities Collective Agreement

Note: All increases effective first pay period after date

Elimination of lower wage grids

Recognizing the impact of British Columbia's affordability crisis on low-waged workers and the recruitment and retention challenges facing health care, the parties agreed to eliminate grids 7, 8 and 9.

This move lifts wages for the FBA's lowest-paid workers and it establishes a more appropriate entry level wage for health care, given planned increases in the minimum wage announced by the provincial government.

Members who work in these grid levels – which include some food services, clerical and maintenance positions – will be moved up to grid 10 by April 2020 as follows.

Date	Grid Consolidation
April 1, 2019	Grids 7 & 8 moved up to Grid 9
April 1, 2020	Grid 9 moved to Grid 10

Note: All increases effective first pay period after date

This move benefits about 1,500 full-time equivalent positions – amounting to thousands of full-time, part-time and casual workers – in the lowest-paid jobs in the bargaining unit.

JOB SECURITY, STABILITY AND EXPANDED OPTIONS

This tentative agreement marks a renewed commitment by employers and government to value, respect and recognize all health care workers as an integral part of the health care team.

The provincial government has strongly signaled that it is committed to a different path forward in its relationship with Facilities Subsector health care workers.

In November 2018, the provincial government introduced and passed the *Health Sector Statutes Repeal Act* (Bill 47) which repeals both Bill 29 and Bill 94.

Bill 29 and Bill 94 cleared the way for the mass privatization of health services. Bill 29, in particular, resulted in the contracting out of thousands of Facilities Subsector members.

With this repeal, which will come into force in the new year, health care workers and their unions have an opportunity to promote more stable and secure working and caring conditions in the sector.

The agreement strengthens provisions that preserve job security, stabilize employment and protect as many employees as possible from job loss. And it provides guidelines for considering the return of services contracted out under Bill 29.

Contracting out, restructuring and employee options

Pre-Bill 29 language, which prevented employers from contracting out work that results in employee layoff, has been restored.

There is no longer a cap permitting employers to contract out a set number of FTEs in each year, as in BC Liberal-era collective agreements.

And this tentative agreement secures significant protections for workers if they are displaced by restructuring.

In addition, a process will be established to discuss the feasibility of returning trades and maintenance work currently being performed by outside contractors.

❖ RESTRUCTURING AND EMPLOYEE OPTIONS (P. 23)

Article 17 of the 2014-2019 collective agreement has been extensively rewritten to incorporate language from the Addendum on Job Security and Expanded Opportunities.

New language provides a more respectful process for employees who are impacted as a result of a restructuring initiative that affects a significant number of employees at a unit or a site level, including a change in plant or equipment or a change in a process or method of operation.

Consultation

When proposing a restructuring initiative, the employer must now consult with the union as soon as possible, and not less than 90 days, to provide the opportunity to discuss alternatives and options for impacted employees before displacement notices are issued.

Where the initiative consolidates or transfers a service between sites within the same employer, the employer will provide 120 calendar days' notice. A regular employee can decline the transfer and elect to receive displacement notice if they have a practical reason not to work at the new site.

Technological, automation and other types of initiatives will be communicated to the union at the decision stage but before a decision has been finalized and the union may discuss and propose alternatives and other suggestions.

Where an employer intends to transfer services to another health sector employer, the union will be given Section 54 notice under the *Labour Relations Code* at least 120 calendar days prior to the planned transfer of the union's members.

Options for Displaced Regular Employees

Employees retain the right to select a vacancy, post or bump.

Employees who voluntarily sever their employment when their departure would avoid the layoff of another employee will be entitled to their severance as per Article 43.02 and 43.03

A new right has been bargained for workers in consolidated services who are displaced by restructuring, and who have no option to bump within their worksite, will now have the option to register with **any** health authority or Providence Health Care within their worksite and apply for vacancies as an internal applicant for the duration of their layoff notice.

Once an employee accepts a posting under this provision there shall be a seamless transfer of employment including service and seniority with no interruption in pay and benefits. Employment with the displacing Employer shall be terminated, and any other displacement options under 17.03 shall no longer be available.

An employee who is unsuccessful in their qualifying period, and their layoff notice has not yet expired, shall be reinstated to their displacing employer and shall be entitled to resume bumping and other displacement options under this article.

An employee who is unsuccessful in their qualifying period after their layoff notice has expired shall be registered on a casual list with the new employer.

If within thirty (30) days of the end of their layoff notice period, the employee has not obtained a regular status position, they shall be entitled to resume bumping options under Article 17.04 with the displacing Employer. The employee will continue to be considered an internal applicant for vacancies at the Health Authorities/PHC at which they have registered until the end of their layoff notice period.

Enhanced severance is now an option for displaced employees who have no other alternative but to relocate more than 50kms from their current worksite.

Displaced employees may apply to be reimbursed for education or retraining costs incurred at an educational institution up to a maximum of \$1,000, prorated for part-time employees.

Protections for workers transferred from one workplace/employer to another have been embedded in the agreement.

❖ **CONTRACT RETENDERING AND REPATRIATION (BILL 47 WORKING GROUP)
(P. 32)**

Government and employers have agreed to consult with the union to identify opportunities and assess the practicability of returning services contracted out under Bill 29, to the direct control of the health employer.

A working group will be formed to carry out this work on a regular basis.

Under the memorandum signed with HEABC and the Province of British Columbia, the parties agree that:

“Bill 47 demonstrates government’s commitment to a better path forward, one that provides stability and equal respect for all health care workers, and continuity of care for patients.”

Under the agreement:

1. The working group will meet within 30 days of Bill 47 coming into force to review work contracted out since January 29, 2002 to determine whether that work may be returned to the control of the Facilities employer.
2. Health authorities and Providence Healthcare will meet with the union within 120 days of the termination, retendering or renewal of contracted services outlined above to assess the practicability of an orderly return to the bargaining unit and under the control of the employer.
3. Once annually, health authorities and Providence Healthcare, in consultation with the union, will review all contracted-out work that has not been discussed in point 2 to proactively identify opportunities and assess the practicability of bringing the work in-house.

A decision by government and/or the employer a contracted service will be made based on principles and consistent criteria that include:

- Improving the delivery of health services and continuity to return of patient/ resident care
- Consistent criteria to support ongoing government and employer decision-making
- Stability and security for employees
- Affordability and sustainability within existing funding parameters
- Limiting impact on patient/resident care through a smooth transition
- Harmonizing terms and conditions of employment, including wages and benefits with Facilities Collective Agreement
- Procurement process stability and security of contracts

When a service returns, employees will be offered employment. If accepted, the service and seniority accrued with their contracted employer (s) will be recognized – plus any previous service and seniority accrued under direct health sector employers.

Funds will also be made available to retrain employees returning from a contracted service.

SAFE WORK

FBA members have the highest rates of injury in the health care system. And regardless of occupation, they are working in pressure-cooker conditions with extreme workloads, where their health and safety is continuously at risk.

The 2019-2022 tentative agreement contains a number of new provisions that deal directly with workload, violence and the ability of OH&S stewards to enforce members' rights to safe workplaces.

At the same time, HEU and its FBA partners laid out a plan for sustainable improvements to health and safety practices on a system-wide level that has the support of employers and government.

❖ A NEW PROVINCIAL OH&S ORGANIZATION FOR HEALTH CARE (P. 35)

Following the 2010 closure of the Occupational Health and Safety Agency for Healthcare (OHSAH) in B.C., there was no longer a coordinated provincial approach to addressing workplace injuries in health care.

In the years that followed, injury rates in health care have spiraled out of control.

With a goal of preventing and reducing injuries in health care, the FBA led by HEU has secured \$8.5 million from government to establish a new Provincial Occupational Health and Safety agency.

This was a key initiative of the FBA and is intended to drive change by establishing, and scaling up, best practices in OH&S. The work of this organization will benefit all health care workers.

The funding will be distributed over the three years of the agreement — \$1.5 million in Year 1; \$3 million in Year 2; and \$4 million in Year 3 — at which time the Ministry of Health will evaluate the work-to-date and consider ongoing funding.

The parties agree to report within six months of ratification of the agreement on progress towards the establishment of the organization.

Workload

A top priority for members in this round of bargaining was securing measures to address workload and make their workplaces safer.

❖ **EMPLOYEE WORKLOAD (P. 38)**

This tentative agreement would require employers to make all reasonable efforts to fill absences if workloads will be significantly impacted as a result.

“Significantly impacted” means the workload cannot be remedied by prioritization of tasks and exceeds normal fluctuations.

And it would require employers to assess patient demand in determining if additional workers are required when a facility is over-census, and/or where there is additional patient demand.

❖ **ADDITIONAL FBA HOURS (P. 39)**

In recognition that under-staffing is an important factor in creating safer working environments for members, employers will add a minimum of 600,000 additional hours within the FBA bargaining unit to the system by 2021 under this tentative agreement.

❖ **REGIONAL WORKLOAD COMMITTEES (P. 40)**

The employer will meet with the union at a regional level to address workload issues and will provide the unions with a wide-range of data to identify those areas consistently experiencing heavy workloads. This will ensure the union can identify workload positions and regularize that work.

❖ **BEST PRACTICES (P. 41)**

A standard set of best practice tools will be developed through a joint process to establish investigation and assessment processes to identify and tackle workload issues.

Joint Occupational Health and Safety (JOHS) Committee improvements

JOHS committees play a central role in ensuring a safe work environment by providing workers and employers with a structure to work together to identify and find solutions to workplace health and safety issues.

Provisions in the tentative agreement provide OH&S stewards with more tools to fight for safer workplaces.

❖ **STRONGER OH&S COMMITTEE REPRESENTATION (P. 42)**

New language embeds the union's right to appoint worker representatives to JOHS committees and ensures FBA representatives will be released from their jobs to participate in accident investigations and workplace inspections.

❖ **PREVENTION PROJECTS (P. 43)**

One-time funding of \$600,000 has been allocated, from unused administration funds, for OH&S stewards to work on pilot projects focused on injury prevention.

❖ **JOHS DATA (P. 44)**

The tentative agreement would also require that the employer provide the union, on a regular basis, with a list of all active JOHS committees including names and appointment dates for union members, and when they received education under OH&S regulations and as prescribed under the collective agreement. This will ensure the union is better able to connect with, and support, OH&S stewards.

Violence

Violence is a growing cause of injuries in health care, with recent statistics showing that the number of injuries resulting from acts of violence is greater in the health care sector than any other sector in B.C. including law enforcement.

The situation is especially serious in long-term care homes where increasing rates of dementia combined with high workloads create the conditions for incidents of violence to occur.

❖ **REGIONAL VIOLENCE COMMITTEES (P. 44)**

This tentative agreement would establish, in the collective agreement, regional violence committees to coordinate work at a regional level on violence prevention initiatives. As part of that work, the parties would discuss a broader health and safety focus for those committees.

❖ **CODE WHITE REPORTING (P. 46)**

JOHS committees will now receive a record of all Code White incidents to ensure appropriate follow up.

❖ **CRITICAL INCIDENT DEBRIEFING (P. 46)**

Employees involved in Code Whites will be able to access critical incident debriefing.

❖ **SEXUAL AND DOMESTIC VIOLENCE LEAVE (P. 47)**

Employees can now request up to 17 weeks of unpaid leave for reasons related to sexual or domestic violence. In addition, up to three days of special leave may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.

Mental health

❖ **PSYCHOLOGICAL HEALTH AND SAFETY (P. 47)**

Recognizing the importance of psychological health and safety, the employer is required to implement the national *Psychological Health and Safety Standard* to prevent and protect workers from psychological harm.

Under this change to Article 37, the employer must now meaningfully consult with the union to develop a plan to control risks which impact psychological health and safety in the workplace.

❖ **BULLYING AND HARASSMENT (P. 48)**

The WorkSafeBC bullying and harassment definition has now been embedded in the collective agreement.

Addressing MSIs

Musculoskeletal injuries (MSIs) continue to be the most prevalent injuries in health care. In the last five years, nearly 20,000 healthcare workers have suffered an MSI – most of those are Facilities Subsector members. This type of injury represents almost 43 percent of all injuries in health care.

❖ **MSI PREVENTION PROJECT (P. 48)**

One million dollars has been allocated for a MSI prevention project with the goal of reducing injuries in high-injury rate sites.

❖ **ERGONOMIC SAFETY (P. 49)**

Employers must conduct a risk assessment to ensure work stations are adjustable for ergonomic safety in all new and/or renovated work areas, with a requirement that employers respond to a worker's request for an ergonomic assessment of their work station within 30 days.

EDMP renewal

The Enhanced Disability Management Program negotiated in the last agreement continues to be funded at \$1.5 million a year.

EXPANDED RIGHTS AND CONTRACT ENFORCEMENT

❖ **UNION REPRESENTATION (P. 50)**

When asked to attend a meeting with the employer that could result in discipline, employers are now required to advise the employee of the purpose of the meeting, in addition to receiving 24 hours' advance notice, and being told of their right to have a shop steward present. This will ensure the member can access their right to union representation.

❖ **EXPANDED ACCESS TO STEWARDS AT MULTI-EMPLOYER SITES (P. 50)**

This tentative agreement recognizes the difficulty many members have had in securing steward representation at multi-employer worksites. The agreement would expand access to representation, by any FBA steward, at the worksite for employer-initiated meetings where there is no steward available from within the members' own employer.

Union rights

❖ **OVERSIGHT OF EXCLUDED POSITIONS (P. 50)**

The union will now be notified of any new positions created that are excluded from the bargaining unit. This will enable the union to determine if the new positions have been properly excluded from the bargaining unit.

❖ **STREAMLINED ARBITRATION REFERRAL PROCESS (P. 51)**

New arbitrators have been added to the industry troubleshooter, expedited arbitration and classification appeals rosters in order to address members' issues in a more timely manner.

And employers can no longer force the union into a lengthy, full arbitration process because of a preliminary objection.

❖ **UNION ACCESS TO MEMBERSHIP DATA (P. 54)**

In order to provide members with the best advocacy possible, it is important for the union to access timely, up-to-date demographic information on its membership. Language improvements in this agreement require the employer to provide more demographic information to the union on a monthly basis.

❖ **DATA REQUIRED TO SUPPORT COMMITTEES (P. 55)**

The parties will meet to discuss the data required to support the work of committees set out in the agreement.

❖ **CHILDCARE (P. 55)**

The B.C. government is proceeding with the biggest investment in childcare in a generation, lowering the cost to families and increasing supply of available spaces. At the same time, government is making significant investments in building new hospitals and other health care facilities.

The union has secured a commitment from the employer to meet under Article 45.01 (Child Care) to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by the agreement.

❖ **JOB POSTINGS AND TEMPORARY VACANCIES (P. 56)**

In order to eliminate the current issue of indefinite temporary status for project positions, all special project vacancies will be posted after 24 months. Trades and maintenance workers and to some extent, IT workers, are most impacted by the uncertainty of working in project positions.

This change will provide many employees with more options and more job security when a project agreement is concluded.

The agreement also introduces new language that limits employees from providing relief in more than two temporary postings per year, unless the union and the employer agree otherwise.

❖ **OVERTIME BY SENIORITY (P. 57)**

Under this agreement, all overtime will now be offered by seniority and the use of unanticipated overtime applies only to affiliate sites as spelled out below.

For affiliate sites (sites not operated directly by a health authority):

- Unanticipated overtime shall be offered by seniority to eligible employees who are at work.

-
- If no eligible employee accepts the overtime offered, the employer will offer the overtime by seniority to other eligible employees.

If an affiliate employer introduces an electronic scheduling program, or there is an agreement at the local level, overtime will be offered by seniority to eligible employees.

Vacations and leaves

In the tentative agreement, there are a number of changes to vacation and leave provisions, which are designed to reduce workload and provide young families with more economic security.

In addition, the FBA has negotiated provisions that are responsive to the realities facing many members in an overwhelmingly female workforce.

❖ **VACATION SCHEDULING (P. 58)**

Under the current agreement, some employers use a minimal number of float positions to force vacation smoothing in a department/unit. Under the tentative agreement, the employer must now create a reasonable number of float positions in order to schedule employees' vacations evenly throughout the year.

❖ **PARENTAL LEAVE (SEE COMPENSATION P. 21)**

The tentative agreement provides parents with an opportunity to access the extended parental benefits under EI's new rules, without suffering a steep cut in benefit payments.

The current collective agreement allows employees accessing EI parental leave benefits to be topped up to 75 per cent of earnings, from the 55 per cent paid by EI under the standard benefit, for up to 10 weeks.

Under recent changes to the federal EI program, parents can now opt to take 61 weeks of parental leave under extended parental benefits, or continue to opt for 35 weeks' leave under the standard parental benefit.

But since EI only provides 33 per cent of earnings under the extended parental benefit, employees' benefits have not been topped up to 75 per cent.

Under the tentative agreement, the employer will now top up EI payments to 75 per cent of earnings for up to 10 weeks under either the standard (35-week) or extended (61-week) parental benefit.

❖ **COMPASSIONATE LEAVE FOR PREGNANCY LOSS (P. 61)**

In recognition of the impact that pregnancy loss can have on expectant mothers and their partners, the tentative agreement provides for the recognition of pregnancy loss after 20 weeks under the compassionate leave provision, and provides for up to three days of paid leave using compassionate leave credits.

❖ **SEXUAL AND DOMESTIC VIOLENCE LEAVE (SEE COMPENSATION P. 21)**

Employees can now request up to 17 weeks of unpaid leave for reasons related to sexual or domestic violence. In addition, up to three days of special leave may be taken for absences resulting from the employee, or the employee's dependent child, having experienced domestic or sexual violence.

❖ **ACCESS TO VACATION AND SPECIAL LEAVE BALANCES (P. 62)**

Employers are now required to make special leave and accrued vacation balances available to employees electronically.

RECRUITMENT AND RETENTION

FBA members participate on every part of the health care team and their contributions are critical to quality health care delivery across the province.

Valuing those contributions is essential to recruiting and retaining a skilled, experience health care workforce.

In addition to providing stable and secure work, providing career mobility through education and training is key to retaining workers.

Finally, it's important to recognize that the integration of Diversity, Equity and Inclusion principles underpins a successful recruitment and retention strategy.

❖ **RECRUITMENT AND RETENTION WORKING GROUP (P. 63)**

The employer has agreed to form a Provincial Healthcare Recruitment and Retention Working Group that will meet within 120 days of ratification and on a regular basis going forward.

The R&R Working Group will include union, employer and government representatives. Their work will:

- identify barriers for underrepresented groups in the workforce and recommend a plan of action for diversity, equity and inclusion.
- make recommendations on issues related to changing models of care that impact health care workers.
- prioritize initiatives that will address recruitment and/or retention barriers for professions identified by government including care aides, recreation aides, activity aides and other occupations.
- identify recommendations for post-secondary education programs.
- consider opportunities for deployment of workers displaced by health care restructuring.

❖ **FBA EDUCATION FUND RENEWED (SEE P. 21 AND P. 34)**

The FBA Education Fund is renewed at \$1 million in each year of the agreement (see “FBA Education Fund Renewal” and “Compensation” in the Appendix).

This fund is a health care education and training fund managed by the unions to provide skills upgrading and career mobility opportunities for members covered by the agreement. To date, more than 4,200 members have been supported by the Fund.

❖ **CLERICAL RE-TESTING (P. 64)**

Members who have successfully completed keyboarding, computer Software and medical terminology testing will not be required to re-test for a period of four years – an increase from the current 24 months.

❖ **BENCHMARK REVIEW (P. 65)**

The parties have agreed to continue reviewing priority benchmarks.

Miscellaneous

All memoranda and attachments continue in the tentative agreement. In particular, the Recruitment and Retention Committee and Joint Committee on Health and Safety Risks Associated with Shift Work will continue their work.

Appendix: Terms of Settlement

- Items underlined in Articles are changes to the collective agreement.
- Struck-through items in Articles are deletions from the collective agreement.
- New Memoranda of Agreement are marked “NEW”

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Compensation

TENTATIVE AGREEMENT

FBA and HEABC agree that the following terms constitute a tentative agreement for renewal of the collective agreement scheduled to expire on March 31, 2019, and are subject to ratification by FBA and HEABC:

Term

The term of the collective agreement is April 1, 2019 to March 31, 2022.

Wages

Wage rates will increase starting the first pay period after the following dates and at the respective rates:

- Effective the first pay period after April 1, 2019 2.0%
- Effective the first pay period after April 1, 2020 2.0%
- Effective the first pay period after April 1, 2021 2.0%

Evening Shift Premium

- Effective the first pay period after April 1, 2019, an increase of \$0.25 per hour
- Effective the first pay period after April 1, 2021, an increase of another \$0.35 per hours to arrive at \$1.80 per hour

Night Shift Premium

- Effective the first pay period after April 1, 2020, an increase of \$0.25 per hour
- Effective the first pay period after April 1, 2021, an increase of another \$0.25 to arrive at \$2.50 per hour

Weekend Shift Premium

- Effective the first pay period after April 1, 2020, an increase of \$0.25 per hour
- Effective the first pay period after April 1, 2021, an increase of another \$0.30 per hour to arrive at \$1.80 per hour

On-call Differential

- Effective the first pay period after April 1, 2019, an increase of \$0.30
- Effective the first pay period after April 1, 2020, an increase of another \$0.10 to arrive at \$3.40 per hour

Grid Consolidation

- Effective the first pay period after April 1, 2019, grids 7 and 8 are moved to grid 9
- Effective the first pay period after April 1, 2020, grid 9 is moved to grid 10

Isolation Allowance

Effective the first pay period after April 1, 2019, an isolation allowance of \$100.00 per month or its hourly equivalent shall be applied to all pay rates (increased from \$74) with two additional sites included:

- VCH, Willingdon Creek Village, Powell River
- VCH, Powell River General Hospital/Evergreen Extended Care, Powell River

Special Leave

Effective April 1, 2019, special leave of up to three (3) days may be taken for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

Education Fund

Effective April 1, 2020, one time funding of \$1,000,000 to be allocated to the FBA Education Fund.

Maternity and Parental Leave

Effective April 1, 2019, the parties agreed to provide the difference between EI gross benefits and basic pay for extended parental leaves (see existing CA language below):

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 35.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee's basic pay.

All other previously signed Greensheets.

Housekeeping items will be addressed between the parties through the printing process of the collective agreement.

LETTER OF UNDERSTANDING (NEW)

between

HEALTH EMPLOYERS ASSOCIATION OF BC

(the “HEABC”)

And:

FACILITIES BARGAINING ASSOCIATION

(the “FBA”)

Re: Public Sector General Wage Increases

As part of the Memorandum of Settlement between HEABC and the FBA to renew the 2014 – 2019 FBA Collective Agreement, the parties also agree to the following:

1. If a public sector employer as defined in s.1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (i.e.: not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Collective Agreement will be adjusted on the third anniversary of the 2019 – 2022 Collective Agreement so the cumulative nominal general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded via binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the Public Sector Employers’ Council Secretariat and reported by the Secretariat to the Minister responsible for the *Public Sector Employers Act*.
3. For clarity, a general wage increase applies to all bargaining unit members and does not include wage comparability adjustments, targeted low wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.

This Letter of Understanding will be in effect during the term of the 2019 – 2022 Collective Agreement

Restructuring and Employee Options

ARTICLE 17 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Article 17.01.01 Preamble [unchanged]

Article 17.01.02 Leadership Consultation

1. The Government, through the Deputy Minister of Health and HEABC, will arrange a meeting on an annual basis between the Leadership Council and the leadership of the FBA. The purpose of such an annual meeting will be to discuss, on a confidential basis, developments and potential initiatives which significantly affect the health sector and which may have an impact on the members of the FBA. Such meetings will be timed to coincide with budget and planning cycles.
2. Each Health Authority/Providence Health Care will arrange a meeting two times a year between the leadership of the Health Authority/PHC and the leadership of the FBA. The purpose of such meetings will be to discuss developments and potential initiatives which may arise within the Health Authority/PHC and which may have a significant impact on the membership of the FBA. Such meetings will be timed to coincide with budget and planning cycles.

Article 17.01.03 Consultation Process - Restructuring and Return of Service

1. The Employer shall consult the Union(s) when it proposes to introduce a restructuring initiative as soon as possible and not less than ninety (90) calendar days before the initiative may be implemented (except where an emergency exists). A restructuring initiative includes an initiative which affects a significant number of employees at a unit or site level in accordance with section 54 of the *Labour Relations Code* and includes a significant change in plant or equipment, method of operation or change in FTEs, classifications, site or Employer.
2. The Employer will provide the Union(s) with a detailed description and relevant documentation of the proposed restructuring initiative. The Union(s) may request additional information to inform the discussions regarding alternatives and options for affected employees.
3. Confidentiality will be needed until such time as the Employer is prepared to announce the restructuring initiative. However, with notice, either party may publicly disclose both that consultations as to proposed restructuring

initiatives have occurred and the Employer's intentions as stated in the consultations.¹

4. The Union has the ability to discuss impacts, alternatives and options with the affected employees on a confidential basis.
5. After commencement of the consultation process, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed restructuring initiative and/or options for impacted employees. Employers will give good faith consideration to any alternatives advanced by the Union, including return of service. In addition to any other options proposed by the Union, the Employer, at its discretion, may consider early retirement incentives, or voluntary recognition of the Union.
6. During the consultation process, the Employer shall not lay off impacted employees, however, where the parties are aware that displacement(s) are likely to occur, notice pursuant to Article 17.06.01 may run concurrently with the consultation process. Displacement options meetings cannot occur until the conclusion of the consultation process.
7. Where the restructuring initiative involves consolidating or relocating a service between sites within the same Employer, the Employer shall provide one hundred-twenty (120) calendar days' notice. A regular employee required to relocate to another worksite may decline the transfer and elect to receive displacement notice if the employee has a practical reason not to work at the new site.
8. Where a restructuring initiative would apply to two (2) or more Employers covered by this Collective Agreement, or where services are consolidated and transferred between Employers, the matter shall be referred to the joint HEABC-FBA Alternate Service Delivery Committee (the "Committee") as soon as the restructuring initiative is proposed, and not less than one hundred twenty (120) calendar days before the proposed initiative may be implemented.
 - a. The Committee will be comprised of four (4) representatives appointed by the FBA and four (4) representatives appointed by HEABC. The Committee may also bring in a reasonable number of subject matter experts in the work performed and/or the proposed restructuring initiative, as required. Where a restructuring initiative impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations.
 - b. The Committee will be the forum for the discussion of alternatives to the proposed restructuring initiative and /or the options for impacted

¹ See the award in *HEABC (Malaspina Gardens)*, [2012] BCCAAA No. 123 (Korbin)

employees, including posting across Employers in the event additional consolidated services are transferred to another Employer. HEABC will give good faith consideration to the alternatives advanced by the FBA.

c. HEABC and the FBA will each pay their own expenses for their respective Committee members. Employees who are members of the Committee shall be granted leave without loss of pay or shall receive straight-time, regular wages while attending Committee meetings.

9. The process described in this article establishes the specific process of consultation and adjustment contemplated by Section 54 of the *Labour Relations Code* and satisfies the requirements of this Section of the *Labour Relations Code* for the purposes of the Employer's restructuring initiative.

10. Once the Employer makes a decision under the process set out in this provision, the FBA will be notified of the decision in writing. If the Employer makes a decision to proceed with the proposed restructuring initiative, the parties agree that they will move to the process set out in Article 17.03.

11. Technological, automation and other types of initiatives will be communicated to the Union at the decision stage but before a decision has been finalized. The Union may discuss and propose alternatives and other suggestions.

Article 17.02 Job Training [unchanged]

Article 17.03 **Displacement and Employment Security**

Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when her/his services shall no longer be required as a result of a restructuring initiative, including a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which she/he is employed.

Add Article 17.03 new paragraphs:

Options for Displaced Regular Employees

Displaced regular employees shall have one (1) of the following options:

1. Opportunity to select a vacancy, including those created as a result of an Employer canvass of employees willing to voluntarily sever their employment. Where such departure will result in the retention of an employee who would otherwise be laid off, (the employee who voluntarily severs their employment is entitled to severance as set out in Article 43.02 and 43.03). The Employer,

after consultation with the Union, will retain the discretion to determine the scope of the canvass.

2. Posting pursuant to Art 16.03.

3. Bumping pursuant to Art 17.04

Employees in a consolidated service as per Appendix X who have no option to bump within their worksite, shall have the option to register with any Health Authority/PHC within their worksite, for the purpose of applying for vacancies as an internal applicant for the duration of their layoff notice period.

Seniority with the displacing Employer shall apply to postings as per Article 14.01 Selection Criteria. Where the employee has seniority with both employers, the highest number of seniority hours shall be applied.

Once an employee accepts a posting under this provision there shall be a seamless transfer of employment including service and seniority with no interruption in pay and benefits.

Employment with the displacing Employer shall be terminated, and any other displacement options under 17.03 shall no longer be available.

An employee who is unsuccessful in their qualifying period, and their layoff notice has not yet expired, shall be reinstated to their displacing employer and shall be entitled to resume bumping and other displacement options under this article.

An employee who is unsuccessful in their qualifying period after their layoff notice has expired shall be registered on a casual list with the new employer. If within thirty (30) days of the end of their layoff notice period, the employee has not obtained a regular status position, they shall be entitled to resume bumping options under Article 17.04 with the displacing Employer. The employee will continue to be considered an internal applicant for vacancies at the Health Authorities/PHC at which they have registered until the end of their layoff notice period.

4. A regular employee who has no option under 1, 2, or 3, above, shall be entitled to apply for an unfilled regular on-going vacancy across any Health Authority/PHC or Health Sector Employer.

a) Benefits: 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.

b) Relocation Expenses: an employee who accepts a regular on-going position in the Health Sector in a location that is more than fifty (50) kilometres from his/her previous worksite and who chooses to relocate will be entitled

to relocation expenses of five hundred dollars (\$500) for a move of up to two hundred and forty (240) kilometres and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometres. Relocation expenses must be claimed from his/her former Employer within six (6) months of the start date of the regular position and must be supported by receipts.

5. Register for work under the Addendum – Casual Employees on one casual list in any Health Authority/PHC or Health Sector Employer provided the employee is qualified to perform and capable of performing the work.

a) An employee who registers under the Addendum – Casual Employees shall be eligible to apply for regular on-going vacancies.

b) 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.

c) 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/PHC or Health Sector Employer.

6. Access to retraining pursuant to Appendix XX

Employees will be entitled to access training funds subject to the Memorandum of Agreement, Re: Joint Retraining Fund

7. Enhanced Severance Allowance

Displaced employees with no other option but to relocate more than 50 km from their current worksite for regular ongoing employment shall have the option to select layoff and enhanced severance as follows:

a) An Enhanced Severance Allowance shall be paid to each regular employee who is displaced due to a restructuring initiative, with no other option but to relocate more than 50 km from their current worksite for regular ongoing employment. 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 as set out below:

Less than 1 year of service \$3,500
Between 1 and 4 years of service \$11,000
Between 5 and 14 years of service \$13,000
Between 15 and 24 years of service \$15,000
Between 25 and 29 years of service \$16,000

30 years of service and over \$17,000

- b) A regular employee who is re-employed by a Health Sector Employer within six (6) months of the effective date of layoff will not be entitled to receive an Enhanced Severance payment subject to the conditions set out below. If the Enhanced Severance payment is made to an employee who is re-employed within six (6) months of the effective date of layoff in the health sector, he/she will reimburse the Employer a prorated amount of the Enhanced Severance payment based on the length of time before re-employment (e.g., one month before re-employment means a repayment of 5/6th of the Enhanced Severance payment).

8. Options for Casual Employees

A casual who no longer has work as a direct result of a restructuring initiative shall be entitled to register in another department with her/his current Employer for work which the employee is qualified to perform and capable of performing, or if re-employed by another Health Sector Employer within one hundred and eighty (180) days of termination, shall be entitled to port her/his seniority.

9. General Provisions

1. Port Service & Seniority: 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 article shall port her/his service and seniority to the receiving Employer. The ability to port is not available to an employee who receives an Enhanced Severance Allowance under paragraph 7, above.
2. Re-employment with Previous Health Sector Employer: a regular employee laid off as a direct result of a restructuring initiative, who successfully applies on a posting for a regular on-going position at his/her previous Health Sector Employer within one (1) year from the effective date of the end of the recall period will have his/her previous health sector service and seniority restored. If the employee received a Severance Allowance or elected to waive the recall period to receive Severance Allowance, Article 43.02 (c) of the Facilities Subsector Collective Agreement will continue to apply. This provision will not apply to an employee who has ported service and seniority to another Health Sector Employer within one (1) year from the effective date of the end of the recall period.
3. Reimbursement of Educational or Re-Training Costs: regular employees who are issued displacement notice on or after April 1, 2010 and laid off as a result of a restructuring initiative, may apply to their Employer for reimbursement of educational or re-training costs, subject to the following conditions:

- a) 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);
- b) Reimbursement will be provided upon presentation of receipts submitted before the expiry of the employee's Collective Agreement recall period; and
- c) 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.

10. Transfer of Services

- 1. For the purposes of this provision, "transfer" means the transfer of services from one health sector employer to another health sector employer.

Notice

- 2. The Employer that intends to transfer services ("the sending Employer") and the Employer intended to deliver the services in the future ("the receiving Employer") will provide the Union with Section 54 notice under the *Labour Relations Code* at least one-hundred twenty (120) calendar days prior to the planned transfer of the Union's members.
- 3. During this 120 day period, the receiving and sending Employers will provide the Union with an opportunity to discuss and be consulted on the proposed change and its impact on affected employees and to consider the Union's proposals to manage the impact of the transfer on employees. The receiving Employer will take the lead on behalf of the Employers during the consultation process.
- 4. During this 120 day period, the receiving and sending Employers will provide the Union with relevant information sufficient to enable an informed labour adjustment discussion of the proposed change.

Transfer Agreement and Labour Adjustment Plan

- 5. The receiving and sending Employers and the Union will work in good faith to develop a transfer agreement and labour adjustment plan respecting the transfer of employees.
- 6. All transfers will be consistent with the following terms:
 - (a) Pay and Benefits: transfers will be seamless with no interruption in pay and benefits;
 - (b) Service Portability: an employee transferred from the sending Employer

to the receiving Employer will port her/his service and service-related banks to the receiving Employer;

(c) Seniority & Postings:

(i) A transferred employee will port her/his seniority to the receiving Employer and thereafter will accumulate seniority and service with that Employer.

(ii) Transferred employees may use their seniority ported and accumulated with the receiving Employer to access employment opportunities at the receiving Employer, per the collective agreement.

(iii) Transferred employees will also retain their seniority hours with the sending Employer accumulated at the time of transfer.

(iv) Transferred employees may use their seniority retained and accumulated with the sending Employer to access employment opportunities at the sending Employer, per the collective agreement.

(v) If an employee has not secured a regular position with the sending Employer or regularly worked as a casual with the sending Employer in the five (5) years following the transfer of the employee, their employment rights with the sending Employer will cease.

(vi) The onus is on the transferred employee to identify employment opportunities with the sending Employer. Wherever possible, employees will be able to view electronic postings.

(d) Re-employment with the sending Employer and Resignation from the receiving Employer

If a transferred employee is re-employed in a regular position with the sending Employer subsequent to the employee's date of transfer and the employee resigns from the receiving Employer, the employee will port service and benefit entitlements pursuant to the Collective Agreement. The employee will also port seniority hours accrued at the receiving Employer since the date of transfer back to the sending Employer limited to the maximum yearly hours of a regular full-time employee.

(e) Transfers of Programs and Services: a regular employee required to transfer to a worksite other than their current worksite may decline the transfer and elect to receive a displacement notice if the employee has a practical reason not to work at the new site.

Standard Template Transfer Agreement (Insert the agreement and addendum)

The Standard Template Transfer Agreement shall be as agreed to by the parties on August 5, 2011, including the terms of the settlement of August 5, 2011 as attached to this agreement as Appendix XX.

Article 17.05 – Notice of Displacement [No change]

Article 17.06 – Layoff Notice [No change]

Article 17.07 – Contracting Out:

The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this agreement. In keeping with the process outlined in Article 17.01.03, the Employer will discuss, with representatives of the local, functions they intend to contract out after the date of signing of this collective agreement that could otherwise be performed by Union members within the facility, except where an emergency exists.

There will be no expansion of contracting in or out of work within the bargaining units of the unions as a result of the reduction in FTEs.

Article 17.08– Return of Service, Trades & Maintenance Work

Senior representatives of the Employer from each Health Authority/PHC will meet with the Union at least two (2) times per year to discuss trades and maintenance work currently being performed by outside contractors. The Employer will advise the Union if it is considering retaining outside contractors. The Employer will disclose all relevant and appropriate data and documents to the Union.

The parties will consider and discuss factors such as the scope and amount of work being performed by contracted services, the term of the contracts, options for multi-site float crews, optimization of safety in health care settings, and any other factors relevant to the delivery and cost of the service required.

Delete MOA Re: Contracting Out, page 216 (the “Cap”)

The remainder of the Addendum – Job Security and Expanded Opportunities is to be deleted, excluding those provisions which are covered under new memorandums.

Contract Retendering and Repatriation (Bill 47 Working Group)

MEMORANDUM OF AGREEMENT (NEW)

Among:

HEALTH EMPLOYERS ASSOCIATION OF BC

(the “HEABC”)

And:

FACILITIES BARGAINING ASSOCIATION

(the “FBA”)

And:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

(the “Government”)

Re: Bill 47 Working Group

WHEREAS, Bill 47 – *Health Sector Statutes Repeal Act, 2018* -- provides for the repeal of the *Health and Social Services Delivery Improvement Act* (commonly referred to as “Bill 29”) and the *Health Sector Partnerships Agreement Act* (commonly referred to as “Bill 94”) and will come into force by regulation of the Lieutenant Governor in Council.

Bill 29 and Bill 94 resulted in contracting out of services that were performed by the Facilities Subsector Bargaining Association. The parties agree that Bill 47 demonstrates Government’s commitment to a better path forward, one that provides stability and equal respect for all health care workers, and continuity of care for patients. The parties also agree that contracted support service employees are a valued and integral part of health care team.

THEREFORE,

1. Within 30 days of Bill 47 coming into force, Ministry of Health, the Health Employers’ Association of British Columbia, Health Authorities and the Union shall meet to discuss currently contracted services contracted out after January 29, 2002 and previously performed by Facilities Subsector employees. The purpose will be to develop guidelines and processes that will be used to identify the opportunities, assess the practicability, and support the orderly return of these services to the direct control of the Employer where Government and/or the Employer make the decision to return of contracted services to the bargaining unit.

The guidelines and processes will be based on principles including but not limited to:

- improving the delivery of health services and continuity of patient/resident care;
- consistent criteria to support ongoing Government and Employer decision-making;
- stability and security for employees;
- affordability and sustainability within existing funding parameters;
- limiting impact on patient/resident care through a smooth transition;
- harmonizing terms and conditions of employment including wages and benefits with the Facilities Subsector Collective Agreement; and,
- procurement process stability and security of contracts.

2. The Health Authority/PHC will meet with the union as early as possible but not less than 120 days prior to the termination, retendering or renewal of currently contracted services that were contracted out after January 29, 2002 and were previously performed by Facilities Subsector employees. The purpose of discussions will be to assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established pursuant to S. 1 above.
3. Once annually, in consultation with the Union, the Health Authority/PHC shall review all work contracted out since January 29, 2002 that was previously performed by Facilities Subsector employees and is currently performed by contractors and has not been discussed per S. 2 above. The purpose of the review is to proactively identify opportunities and assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established pursuant to S. 1 above.
4. Return of Service: If a Health Sector Employer returns a service for direct delivery that was contracted out, employees of the contractor will:
 - a) be offered employment by the Health Sector Employer subject to availability of positions; and
 - b) where the former employee accepts the offer, he/she will have previous Health Sector service and seniority recognized and continuous seniority with the contractor(s) recognized; and
 - c) where an employee of the contractor(s) who was not a former employee accepts the offer, the Health Sector Employer will recognize the employee's continuous seniority with the contractor(s).

A former employee is an employee who was employed by the Health Sector Employer at the effective date of the contracting out and is an employee of the contractor at the time that the service returns to direct delivery.

Memorandum of Agreement (NEW)

Among:

HEALTH EMPLOYERS ASSOCIATION OF BC

(the “HEABC”)

And:

FACILITIES BARGAINING ASSOCIATION

(the “FBA”)

And:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

(the “Government”)

Re: Joint Retraining Fund

In 2008, a fund was created to be used for retraining of contracted out employees pursuant to the Bill 29 Settlement Agreement (the “Retraining Fund”). The parties wish to continue to make these monies available to FBA members and agree to amend the terms associated with the Retraining Fund as follows:

1. The Retraining Fund will continue to be administered by a Joint Re-training Committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Committee”).
2. The Committee will make any necessary amendments to its Terms of Reference, guidelines or policies to permit the following:
 - a) \$2 million will be removed from the fund and allocated to the FBA Education Fund;
 - b) any remaining monies shall be used for training needs for employees returning to direct health authority employment resulting from Return of Service pursuant to the December 1, 2018 Bill 47 Working Group MoA.
3. The Committee will set the parameters governing employee access to the Retraining Fund.
4. HEABC and the Facilities Association will work with public sector post-secondary institutions to maximize the training opportunities for the employee and the employer.

A New Provincial OH&S Organization for Health Care



Cliff#: 1126134

December 10, 2018

Jennifer Whiteside
 Secretary Business Manager, Hospital Employees' Union
 Spokesperson, Facilities Bargaining Association
 5000 North Fraser Way
 Burnaby, British Columbia
 V5J 5M3

Dear Ms. Whiteside,

The Ministry of Health is pleased to support the coordinated and integrated effort to improve the health and safety of health care workers, as outlined in the Memorandum of Agreement between the Facilities Bargaining Association (FBA) and the Health Employers Association of British Columbia (HEABC) which establishes the Working Group for Occupational Health and Safety Provincial Framework/Structure.

To that end, upon Ministry of Health approval of a work plan presented to Leadership Council, the Ministry will provide funding for the provincial Framework/Structure, in the following amounts:

2019/20	\$1,500,000
2020/21	\$3,000,000
2021/22	\$4,000,000

Before the end of 2021/22, the Ministry will meet with representatives of the Working Group to evaluate the achievements made within the framework, and discuss the continuing funding requirements of the organization. Similar to all funding commitments made by the Ministry, the commitment in this letter is subject to appropriation by the Legislature of the required monies on an annual basis as required under s.21 of the *Financial Administration Act*.

I want to thank you and the members of the Facilities Bargaining Association for your leadership on this important matter. I am confident that a strategy and structure which draws all stakeholders together in common purpose will result in safer and healthier workplaces at all worksites throughout the health care sector.

Sincerely,

Mark Armitage
 Assistant Deputy Minister, Health Human Resources and Labour Relations Division
 Ministry of Health

Ministry of Health

Health Human Resources and Labour Relations Division

1515 Blanshard St
Victoria BC V8W 3C8

MEMORANDUM OF AGREEMENT (NEW)

Re: Working Group for Occupational Health and Safety Provincial Framework/Structure

The parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector (the “Framework”), built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;
- Evidence based decision making; and
- Compliance

Further, the parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites, throughout the health care sector.

To that end, the parties will develop a work plan for approval by Ministry of Health through Leadership Council. The plan will include recommendations on an approach to governance, data sharing, objective setting, implementation, compliance and evaluation. The intention is to create proactive programs with a focus on prevention.

To support the implementation and continuation of the Working Group’s recommendations, the parties agree that a decision to provide funding by the Ministry of Health will be required.

To create the work plan for submission to Ministry of Health through Leadership Council, the parties agree to work diligently and in good faith to achieve the following objectives:

1. Within sixty (60) days of ratification, the parties will establish a working group to be co-chaired by HEABC and representative from one of the participating employee stakeholder groups (bargaining associations) and comprised of one representative from each participating employee stakeholder group (bargaining association) and three employer representatives and a representative from the Ministry of Health (the “Working Group”). The Working Group may also include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The Working Group will decide matters by consensus.
2. The Working Group shall develop Terms of Reference for the purpose of drafting recommendations for the Framework that will:
 - a. Establish institutional systems for implementing the below objectives, including, sharing information, data and experience across the sector.

- b. Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, safe work practices and healthy workforces, including pilot and demonstration programs.
 - c. Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases.
 - d. Support the adoption of leading (best) practices, programs or models, including the implementation of *Canadian Standards Association's* CAN/CSA-Z1000-14 (Occupational Health and Safety Management) and CAN/CSA-Z1003-13 (Psychological Health and Safety in the Workplace).
 - e. Facilitate co-operation between unions and employers on health and safety issues.
 - f. Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees.
 - g. Improving the awareness of and compliance with the *Workers Compensation Act*, the Occupational Health and Safety Regulation.
3. It is understood that the Framework should serve all stakeholders in the provincial health care sector, not only the Facilities Subsector. To that end, the parties will make all reasonable efforts to promote the adoption of the Framework on a province and sector-wide basis.
 4. Unless otherwise agreed by the majority of representatives in the Working Group, the Working Group shall meet not less than once per calendar month until its final report is issued.
 5. Within one-hundred-eighty (180) days of ratification, the Working Group will issue a final report outlining its determinations and recommendations with respect to the Framework to the Ministry of Health through Leadership Council, and stakeholders.
 6. The FBA may use all or part of funding from the Memorandum of Agreement re: Occupational Health, Safety and Violence Prevention Committee to allocate to contribute towards the Framework, or the FBA may choose to use all or part of its funding to, in conjunction with the member employers and HEABC, identify and address initiatives specific to the FBA.

Employee Workload

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.07 Employee Workload

- (a) The Employer shall ensure that an employee’s workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 37.01(c).
- (b) The employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence. The Employer will give reasonable consideration to replacing leaves or absences using regular relief or float positions. In situations where employees are absent and have not been replaced and where the work demand has not been reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence.
- (c) In any unit or facility, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

JOINT INTERPRETATION (NEW)

between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Article 37.07 (b) Employee Workload

Workload is “significantly impacted” by vacancies where the workload exceeds the fluctuations normally associated with the affected position and cannot be remedied through task prioritization. The parties recognize that assessing workload is a process that must be informed by the unique circumstances of each work environment and role.

Additional FBA Hours

MEMORANDUM OF AGREEMENT (NEW)

FTE Commitment

The parties agree that the total number of FBA member straight time paid hours will increase by 600,000 hours, over the 2017 calendar year total straight time paid hours by December 31, 2021.

The data used in the above calculations will come from HSCIS and cover members in the FBA collective agreement. Straight-time paid hours refers to the hours field in HSCIS named [REGULAR_PAID_HOURS]. The hours include hours in both casual and regular status.

The calculation will be

Total FBA straight-time paid hours in HSCIS for calendar 2021
Subtract Total FBA straight-time paid hours in HSCIS for calendar 2017

Change in FBA straight-time paid hours

The change in FBA straight-time paid hours will be greater than 600,000 hours for this period.

Regional Workload Committees

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Delete MOA Re: Workload on pages 202 & 203 add new Article 37.08 Workload Resolution(s) as follows:

Article 37.08 Regional Workload Committee

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 a discussion contemplated by this Memorandum of Agreement regarding workload issues. 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 the parties will convene the first meeting.~~
2. The parties agree that for the purposes of the discussion ~~contemplated by this Memorandum of Agreement~~ regarding workload issues, 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) the following data on May 31 and November 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;
 - Staff separation of employment by classification;
 - The number of project or term certain positions in the previous year;
 - The number of workload hours called out under the Casual Addendum, Section 1, subsection 9 and the areas where these hours were worked;
 - The number of float positions created under Article 16.11 or Article 28.03, and;

- Relevant census data

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. Employers will provide the data listed above in an electronic and sortable format.
5. The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to the meeting. ~~called under this Memorandum of Agreement.~~

Best Practices

MEMORANDUM OF AGREEMENT (NEW)

Re: Best Practice Tools to Respond to Workload

By April 30th, 2019, the FBA and Employer will establish a committee with equal representation between the parties, facilitated by HEABC, to create a standard set of best practice tools for utilization by Employers and Joint Occupational Safety and Health Committees (JOSHC's). This committee will, within twelve (12) months of its formation, work to develop:

- workload investigation and assessment tools to identify workload problems;
- strategies, including leading indicators, to monitor, predict and respond to changes in workplace conditions and factors that impact workload; and
- other appropriate measures as determined by the committee.

Stronger OH&S Committee Representation

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.01 Occupational Health and Safety Committee

(b) The Union will appoint the worker representative to the JOHSC(s). Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB *Occupational Health and Safety Regulation*.

Where the JOHSC is conducting an accident investigation or workplace inspection involving a FBA member, the designated FBA JOHSC Member representative (or alternate) shall be released from their regular duties to participate in the investigation or inspection.

Prevention Projects

MEMORANDUM OF AGREEMENT (NEW)

Re: Prevention Stewards

The Parties agree to a three (3) year term pilot project to fund and create full-time Prevention Stewards. This project will be funded by reallocating a total of \$600,000 from the funds allocated between the regional representation and administration of the Enhanced Disability Management Program (the “EDMP”) as set out in the Memorandum of Agreement – Re: Enhanced Disability Management Program.

The Prevention Stewards are intended to:

- Work with the FBA members on Joint Occupational Health and Safety Committees (“JOHSC”) within a region to support FBA JOHSC members in the development of skills to carry out prevention activities;
- Act as a liaison between site-based JOHSC and the Regional OHS Committee;
- Act as FBA liaisons to employers in safety prevention strategy development and the evaluation of ongoing safety programs;
- Support the accident investigation and workplace inspection process when the Joint Occupational Health & Safety Committee (“JOHSC”) members are not available;
- Participate in the development of employer initiatives aimed at reducing hazards in the workplace;
- Act as liaisons between the members at the worksite and the FBA on health and safety issues including hazard identification and prevention;
- Provide information to FBA members about:
 - Resources for resolving safety and health problems, such as the Workplace Health & Safety team and JOHSC;
 - Their rights under the Workers Compensation Act and Occupational Health & Safety Regulations (the provincial law covering workplace safety) and the union contract;
 - The importance of reporting all injuries and illnesses; and,
 - The importance of reporting early signs and symptoms of illnesses such as sore hands, wrists and shoulders.

JOHS Data

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.12 Data

Every six months, the employer shall provide to the union, in excel format, the following data:

- a list of all active Joint OHS Committees
- the areas that each committee is responsible for (such as facility, units or programs)
- where and when each committee meets
- the names and committee appointment dates for FBA members
- the date each member received education as per the OHS Regulation 3.26 and additional education referred to in the Collective Agreement.

Regional Violence Committees

MEMORANDUM OF AGREEMENT (NEW) Regional Violence Prevention Committee

Re: Addressing Violence in the Health Workplace

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Program

Each Health Authority will establish a joint violence prevention program or review their existing program where one is in place that will include:

- (i) Creation of a regional violence prevention sub-committee to develop control measures and provide guidelines to local Joint Health and Safety Committees and to compile an annual regional report of violence prevention activities to the local JOSH Committees;
- (ii) Risk assessments coordinated by the local JOSH Committees and reported to the regional violence prevention subcommittee;
- (iii) Ongoing employee education and training.

MEMORANDUM OF AGREEMENT (NEW)

Regional Joint OHS, PHS & violence Prevention Committees

Re: Working Group for Consideration of Regional Joint OHS, PHS, & Violence Prevention Committees

In order to explore safety improvement opportunities through the consideration of Regional Joint OHS, PHS, & Violence Prevention Committees, the parties agree to work diligently and in good faith to achieve the following objectives:

1. Within ninety (90) days of ratification, the parties will establish a working group to be chaired by HEABC and comprised of equal members from the employee stakeholder group (bargaining associations) and the employer (the “Working Group”). The Working Group may also include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The Working Group will decide matters by consensus.
2. The Working Group shall develop Terms of Reference for the purpose of drafting recommendations for the Regional Joint OHS, PHS, & Violence Prevention Committee that will:
 - a. Provide a consistent and collaborative approach to safety related issues at each employer site
 - b. Make recommendations to the employer on:
 - i. OHS, PHS, and Violence Prevention policies and procedures
 - ii. OHS, PHS, and Violence Prevention training implementation
 - iii. Risk Assessment completion
 - iv. Worksafe BC Orders
 - v. Corrective Actions to address OHS and violent incidents and trends
3. Unless otherwise agreed by the majority of representatives in the Working Group, the Working Group shall meet not less than once per calendar month until its final decision around the consideration of a Regional Joint OHS, PHS, & Violence Prevention Committee is made.
4. Within one-hundred-eighty (180) days of ratification, the Working Group will issue a final decision outlining its determinations and recommendations with respect to the creation of a Regional Joint OHS, PHS, & Violence Prevention Committee by consensus.

Code White Reporting

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Amend Article 37.02 by adding a new (e) as follows:

(e) The Employer shall keep a record of all Code White incidents. The Joint Occupational Health & Safety Committee (JOHSC) will review all incidents and recommend preventative actions.

The JOHSC shall refer to the Code White best practice guide in investigations of Code White Incidents.

Critical Incident Debriefing

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.02 Aggressive Patients/Residents

(c) 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 including code whites. 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.

Sexual and Domestic Violence Leave

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.____ - Sexual and Domestic Violence

The Employer shall grant a request for an unpaid leave to a maximum of seventeen (17) weeks if the reason is in relation to domestic or sexual violence.

In the event that present or future legislation enacts provisions with a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision shall prevail.

An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.

An employee granted leave under this Article shall be entitled to benefits in accordance with Articles 35.05 and 35.07.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

Psychological Health and Safety

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.14 Psychological Health & Safety

The employer will implement in each of their workplaces the Psychological Health and Safety Standard to prevent and protect workers from psychological harm. The Standard defines a psychologically healthy and safe workplace as one that promotes workers' psychological well-being and actively works to prevent harm to workers' psychological health in negligent, reckless or intentional ways.

The employer must meaningfully consult with the union in identifying the problems, creating reporting process, investigation and developing a plan to control risks related to the 13 factors affecting psychological health and safety in the workplace.

Bullying and Harassment

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.09 Bullying & Harassment

Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.

MSI Prevention Project

MEMORANDUM OF AGREEMENT (NEW)

Re: MUSCULOSKELETAL INJURY (MSI) PREVENTION PROJECT: FOUR (4) PRIORITY SITES

Preventing musculoskeletal injuries (MSI) is a high priority for all stakeholders in healthcare. Accordingly, the parties, commit to working towards reducing MSI in the workplace, and seek to initiate projects with the following goals in mind:

- Reduce incidence of MSI in identified pilot sites;
- Increase understanding of ergonomic safety among staff and physicians at each of the pilot sites;
- Increase knowledge of how to mitigate/eliminate MSI among staff and physicians in each of the pilot sites; and
- Use lessons and solutions gathered from the pilot projects to create a “best practices” guide for MSI prevention that can be followed at other sites.

To this effect, by April 1, 2019, the parties will strike a steering committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Project Steering Committee”). The Project Steering committee, through a data analysis process, will jointly choose four (4) pilot sites to assess ergonomic concerns, create individualized interventions, and evaluate their outcomes. If sufficient funds are available after the four (4) projects are completed, the parties may consider additional sites. The importance of the topic and the significant resources dedicated to this project require meaningful collaboration between all parties through shared governance, thoughtful planning, including extensive staff engagement, transparent implementation, and thorough evaluation.

The initiatives at the pilot sites will be funded with the following one-time monies, provided by the Ministry of Health, administered by the Project Steering Committee:

- \$250,000 for 2019/20
- \$250,000 for 2020/21
- \$500,000 for 2021/22

Funds will be released by the Ministry, based on completion of a Ministry approved project plan. Before the end of 2021/22, the Ministry will meet with representatives of the Project Steering Committee to evaluate the achievements made within the framework, and discuss the potential continued funding of the initiative. Similar to all funding commitments made by the Ministry, the commitment in this letter is subject to appropriation by the Legislature of the required monies on an annual basis as required under s.21 of the *Financial Administration Act*.

Ergonomic Safety

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

Article 37.11 Ergonomics

- For all new and renovated offices, pods, or work areas, the Employer, in consultation with the JOSHC, shall conduct a risk assessment and evaluate whether adjustable workstations (adjustable height monitors and desks/keyboards) are required. There shall be adequate space between workstations for equipment and workers to move around safely. The definition of adequate will be based on existing building guidelines, codes, and standards, with input from the JOHSC and staff doing the work.
- Within 30 days of an employee’s request, the Employer shall commence a risk assessment process to determine if an employee’s workstation is of adequate size and functionality.

Union Representation

Expanded Access to Stewards at Multi-Employer Worksites

ARTICLE 5 – UNION RECOGNITION AND RIGHTS

Amend Article 5.12 and add new Article 5.13 as follows:

5.12 Shop Steward Representation

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

5.13 Multi-Employer Work Sites

An employee who is called to an Employer-initiated meeting will first access a steward from their employer. If there is no steward at that employer, the employee may utilize a Facilities Subsector steward employed by a different employer at that worksite.

The shop steward will discuss this with their manager so that an appropriate leave may be arranged.

Oversight of Excluded Positions

ARTICLE 2 – DEFINITIONS

Add new Article 2.04:

2.04 Bargaining Unit Defined

- a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
 1. by mutual agreement between the parties; or
 2. by virtue of a decision by the Labour Relations Board of British Columbia

- b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

- c) If no agreement is reached within 90 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

Streamlined Arbitration Referral Process

ARTICLE 9 – GRIEVANCE PROCEDURE

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:

Mark Atkinson
Paula Butler
Judi Korbin
Vince L. Ready
Julie Nichols
Chris Sullivan
Elaine Doyle

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.

ARTICLE 10 – EXPEDITED ARBITRATION

10.01 Roster

The following expedited arbitrators are appointed under the collective agreement:

Paula Butler
Elaine Doyle
~~Joan Gordon~~
~~Heather Laing~~
Vince L. Ready
Chris Sullivan
~~Kate Young~~
Corinn Bell
Mark Atkinson
Ken Saunders

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.

ADDENDUM
Maintenance Agreement and Classification Manual

MAINTENANCE AGREEMENT

11) Expedited Classification Appeals

The classification expedited arbitration process shall be governed by the following principles:

- (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (3) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.
- (4) 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.
- (5) 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. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- (6) Outstanding classification appeals shall be heard under this article by ~~Judi Korbin, Joan Gordon~~ Elaine Doyle, Julie Nichols, John Hall or John Kinzie. The decision of the Classification Referee shall be final and binding on both parties.
- (7) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.
- (8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (9) 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.

Union Access to Member Data

ARTICLE 5 – UNION RECOGNITION AND RIGHTS

5.03 Union Check-Off

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

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

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

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

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

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

Data Required to Support Committees

LETTER OF AGREEMENT (NEW)

BETWEEN

FACILITIES BARGAINING ASSOCIATION

AND

HEALTH EMPLOYERS ASSOCIATION OF BC

In light of the committees established in the renewal of 2019-2022 FBA collective agreement the parties agree to meet within 60 days of ratification to discuss data requirements.

Childcare

LETTER OF INTENT

Between

Health Employers Association of British Columbia

("HEABC")

And

Facilities Bargaining Association

("FBA")

Re: Article 45 – Child Care

Within six (6) months following April 1, 2019, the parties will convene a meeting of the Joint Committee referred to in Article 45-Child Care. The Committee will meet at least two (2) times per year.

Job Postings and Temporary Vacancies

ARTICLE 16 – JOB POSTINGS AND APPLICATIONS

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, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.

ARTICLE 16 – JOB POSTINGS AND APPLICATIONS

16.05 Special Project Vacancies

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the collective agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

Where an employee has filled a project position, or a series of continuous project positions, for greater than 24 months, the project position(s) will be deemed regular and will be posted in accordance with Article 16.

Overtime by Seniority

ARTICLE 21 – OVERTIME

21.12 Assignment of Overtime

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.

For Affiliate Employers, 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~~ will offer the overtime by seniority to eligible employees. ~~any available and qualified employee.~~

If an Affiliate Employer introduces an electronic scheduling program or there is an agreement at the local level, overtime will be offered by seniority to eligible employees.

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.

Vacation Scheduling

ARTICLE 28 – VACATIONS

28.01 Vacation Entitlement

All employees shall be credited for and granted vacation earned up to July 1st each year, on the following basis:

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st. New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.
- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service -	18 <u>20</u>	work days' vacation
2 years' continuous service -	18 <u>20</u>	work days' vacation
3 years' continuous service -	18 <u>20</u>	work days' vacation
4 years' continuous service -	18 <u>20</u>	work days' vacation
5 years' continuous service -	18 <u>21</u>	work days' vacation
6 years' continuous service -	20 <u>22</u>	work days' vacation
7 years' continuous service -	21 <u>23</u>	work days' vacation
8 years' continuous service -	22 <u>24</u>	work days' vacation
9 years' continuous service -	23 <u>25</u>	work days' vacation
10 years' continuous service -	24 <u>26</u>	work days' vacation
11 years' continuous service -	25 <u>27</u>	work days' vacation
12 years' continuous service -	26 <u>28</u>	work days' vacation
13 years' continuous service -	27 <u>29</u>	work days' vacation
14 years' continuous service -	28 <u>30</u>	work days' vacation
15 years' continuous service -	29 <u>31</u>	work days' vacation
16 years' continuous service -	30 <u>32</u>	work days' vacation
17 years' continuous service -	31 <u>33</u>	work days' vacation
18 years' continuous service -	32 <u>34</u>	work days' vacation
19 years' continuous service -	33 <u>35</u>	work days' vacation
20 years' continuous service -	34 <u>36</u>	work days' vacation
21 years' continuous service -	35 <u>37</u>	work days' vacation
22 years' continuous service -	36 <u>38</u>	work days' vacation
23 years' continuous service -	37 <u>39</u>	work days' vacation
24 years' continuous service -	38 <u>40</u>	work days' vacation
25 years' continuous service -	39 <u>41</u>	work days' vacation
26 years' continuous service -	40 <u>42</u>	work days' vacation
27 years' continuous service -	41 <u>43</u>	work days' vacation
28 years' continuous service -	42 <u>44</u>	work days' vacation
29 years' continuous service -	43 <u>45</u>	work days' vacation

This provision applies when the qualifying date occurs before July 1st in each year.

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

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

28.02 Supplementary Vacations

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
- (f) The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

28.03 Vacation Period

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 each of the remaining months in 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 a reasonable number of 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.

Compassionate Leave for Pregnancy Loss

ARTICLE 29 – COMPASSIONATE LEAVE

Amend Collective Agreement as follows:

Article 29.01 Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

Access to Vacation and Special Leave Balances

ARTICLE 48 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

Article 48.06 – Pay Days

Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) Employers will make available to employees electronically, accrued vacation and special leave balances.
- (c) Subject to paragraph (g) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (d) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (e) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (f) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on her/his last day preceding the pay day provided the cheque is available at her/his place of work.
- (g) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (h) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in her/his pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

Recruitment and Retention Working Group

MEMORANDUM OF AGREEMENT (NEW) Recruitment and Retention Committee

Re: FBA Provincial Recruitment and Retention

The parties agree that addressing the recruitment and retention of FBA members is a priority for the health sector. The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation identified in the Ministry of Health (“MOH”) document *BC Provincial Health Workforce Strategy 2018/19-2020/21*. Accordingly, the parties agree to establish a Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”) within 120 days of ratification. The Working Group will meet quarterly (or as otherwise agreed), and will be comprised of:

- one representative from HEABC;
- two executive-level representatives from HEABC member organizations (Vice President of Human Resources or Chief Operative Officer);
- Three representatives from the FBA; and,
- One representative from the Ministry of Health.

The Working Group will consider all relevant data associated with diversity, equity, inclusion, and MOH identified professions and will develop a list of comprehensive recruitment and retention recommendations, which will be presented to the Standing Committee on Health Workforce. The Working Group will provide interim recommendations by March 2020.

The Working Group may create sub-committees to develop recommendations on specific issues in this Memorandum of Agreement

To that end, the Working Group will:

- develop terms of reference including a process for an alternating chair;
- gather all necessary data and information in advance of the Working Group’s meetings;
- engage and consult stakeholders;
- collect, review and analyze labour force data to benchmark the current state of the workforce, and identify current gaps in under-represented workers;

- identify barriers for under-represented groups;
- recommend a framework and action plan for diversity, equity and inclusion in healthcare work places;
- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for the MOH identified professions, including Health Care Aides, Recreation Aides and Activity Aides as well as other occupations covered by the FBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

Clerical Re-testing

MEMORANDUM OF AGREEMENT

Re: Keyboarding, Computer Software and Medical Terminology Testing

Where an employee has met a specific standard on a keyboarding, computer software, or medical terminology test, the results of that test will stand for a period of ~~twenty four (24) months~~ four (4) years. Further, where an employee is working in a position requiring a specific standard of 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.

Benchmark Review

MEMORANDUM OF UNDERSTANDING (NEW)

(Replaces Letter of Understanding on Benchmark Review)

Re: Classification – Benchmark Review

The Parties shall meet within 120 days of the ratification of this agreement to establish a joint committee comprised of no more than four members appointed by each party to review the following benchmarks for housekeeping and administrative efficiency changes that do not impact the classification of the benchmark:

Information Technology

MDR

Laboratory

Pharmacy Assistants

Buyers

Rehab Assistants

Trades and Maintenance

This review will include:

- Identification and removal of benchmarks that are redundant;
- Review of all terminology in existing benchmarks and, where necessary, update existing benchmarks to reflect current terminology;
- Review of all existing benchmarks for housekeeping changes to eliminate confusion in the application of the benchmarks;
- Determine which benchmarks are most in need of review to reflect changes in technology, changes to facilities-based/hospital-based operating systems and changes to qualifications and educational requirements; and
- Undertake the necessary benchmark reviews on an expedited basis.

This review will not result in any increased cost to the Employer.



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