

COMPREHENSIVE REPORT

to the membership of the

Hospital Employees' Union

*on the tentative agreement
reached between the*

**Community Health Bargaining
Association**

– AND –

Health Employers Association of BC

June 27, 2018





HOSPITAL EMPLOYEES' UNION

BACKGROUNDER

Comprehensive report for HEU members covered by the community health collective agreement

The Community Health Bargaining Association (CBA) reached a tentative agreement for over 16,000 members working in B.C.'s community health sector in mid-June 2018.

This three-year contract proposal covers about 2,300 HEU members working in community health. And if approved, it takes effect April 1, 2019 and expires March 31, 2022.

The multi-union CBA is led by the B.C. Government and Service Employees' Union (BCGEU). The eight-union association began talks in May, and those talks continued for four weeks. On June 12, the parties reached a tentative settlement.

The CBA represents Community Health Service and Support workers in B.C. They provide services to seniors and others in their home, work as alcohol and drug counsellors, work with adults and children in community settings and provide administrative support to other health care workers.

HEU is one of eight unions represented in the CBA which also includes the BCGEU, UFCW, CUPE, HSA, USWA, CLAC and BCNU.

NEGOTIATING FRAMEWORK

It was clear from HEU's community health bargaining conference that members' priorities included parity with the facility sector, hours of work issues and transportation benefit entitlements for home support workers, enhanced job security, stronger health and safety protections, and paid time for personal leave.

The agreement includes significant progress towards achieving wage parity with the Facilities Sector – a very important priority for HEU members.

On the other hand, the tentative settlement does not include improvements to hours of work and transportation benefit entitlements for home support workers. Lack of progress in these areas means that many workers in this sector will continue to be forced to block time for employers without being paid for it. The settlement establishes a task force on scheduling which will deal with ongoing issues. Details are below.

An extension from four months to nine months of the period during which the employer is not required to post a temporary vacancy means more precarious work in the sector and will force many workers to look elsewhere for regular positions.

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This runs counter to the interests of employers' and government's stated objectives of strengthening recruitment and retention throughout the public sector.

The employer retains the right to contract out under the agreement. The agreement establishes a 500 FTE cap on contracting out for the term of the agreement. For more details on severance provisions see below.

The HEU Provincial Executive is not making a recommendation on whether members should ratify the deal.

Highlights of the proposed settlement agreement:

- Wage increases of six per cent over three years. This is for all members, including those whose wages are red-circled.
- Compensation comparability funding (with the facilities subsector) of about 6.3 per cent of the current payroll spread equally over three years. See details below.
- Higher severance in cases of contracting out, with a contracting-out cap of 500 FTEs over the term of the agreement.
- Creation of a task force to investigate paths to CHW regularization (i.e. guaranteed hours) and other issues.
- Additional funding for Enhanced Disability Management Program.

TERM

The tentative three-year contract will expire on March 31, 2022.

WAGE INCREASES

- April 1, 2019 – two per cent
- April 1, 2020 – two per cent
- April 1, 2021 – two per cent

COMPENSATION COMPARABILITY ADJUSTMENTS

The new agreement provides for compensation comparability adjustments of 6.3 per cent of current payroll over the three years. This is for members with occupations similar to those covered by the facilities subsector agreement. This is an increase of just over two per cent of the current payroll per year.

A committee of five members appointed by the unions and five members appointed by HEABC will review compensation occupations in the community subsector and the

facilities subsector and identify occupations that will qualify for the comparability increases. These increases will be applied to wages primarily but could also be applied to shift premiums and other compensation areas.

Additional criteria has been added for this agreement. It says: CBA occupations will be mapped to a new CBA grid level number that will be the same as the FBA grid level number reflecting overall scope, level of responsibility and qualifications of the CBA occupation using the FBA benchmarks as a guide.

If the committee cannot agree on which occupations are eligible for a comparability adjustment, it will refer its differences to arbitrator Vince Ready.

This is a significant move to bridge the gap between community health and facilities compensation and among the first with the potential to apply money outside of direct wages increases.

CONTRACTING OUT AND RE-TENDERING PROVISIONS ARE IMPROVED

Provisions for employment security and protection against contracting out have been improved.

Severance now applies to any employee laid off as a result of contracting out. There is no requirement to meet the trigger number of 500 FTEs laid off. As well, it will be paid at double the previous rate. The rate is now one week of pay for every year of service, topping out at 20 weeks of pay.

Priority hiring rights for employees displaced by contract re-tendering have been renewed for the life of the collective agreement.

JOINT COMMUNITY BENEFITS TRUST (JCBT)

The agreement adds \$1.1 million over the life of the agreement to Joint Community Benefits Trust (JCBT) funding for programs to develop quicker returns to work and to improve the mental health of workers.

The JCBT, negotiated in the 2014-2019 agreement, became operational on April 1, 2017. It handles the management and decision-making of community sector health and welfare benefits. These include extended health, dental, accidental death and dismemberment and long-term disability benefits.

The employer continues to be responsible for full payment for benefits. All employers must obtain benefits through the JCBT. The funding for the JCBT is expected to be sufficient to maintain benefits over the life of the agreement.

The JCBT is managed by a board of trustees. The CBA and HEABC each appoint five trustees and a neutral chairperson, bringing the total to 11. The trustees make all decisions with respect to the provision of health and welfare benefits in the sector.

ENHANCED DISABILITY MANAGEMENT PROGRAM (EDMP)

The Enhanced Disability Management Program (EDMP) has now been established with all employers in the sector. The CBA's joint participation in the EDMP is designed to assist ill and injured workers to recover their health and return to work sooner.

This program is designed to help members obtain timely medical assistance so that they can return to work. The CBA secured ongoing funding at \$816,000 per year over the term of the agreement. The CBA will administer the funds directly to support workers in their return to work. The funding will assist CBA unions to provide better service through existing staff and stewards.

OCCUPATIONAL HEALTH AND SAFETY

Funding of \$750,000, over the life of the agreement, has been allocated to the joint provincial health, safety and violence prevention committee to address OHS issues and the high level of work-related injury and illness. This funding is for the community sub-sector only. The subsector can either join with other health subsectors on initiatives or use the funds for programs unique to the community subsector.

As well, \$200,000 has been committed to initiate an online mental health resiliency-training module accessible to all employees.

COMMUNITY HEALTH WORKER (CHW) SCHEDULING PROVISIONS

The requirement for the employer to assign hours under Clause 15.4 (3) has been relaxed from "as soon as possible" to allow every opportunity for the hours to be filled by new hours.

The test for applying "continuity of care" to hours' assignment has been made equal to the test for gender and language considerations.

Language restricting how often an employee has to check the employer's voice mail system has been deleted.

The call-in procedure for casuals has been changed to allow for a series of existing assignments to be filled by a single casual employee. An existing assignment is defined as hours already assigned to a regular employee who happens to be absent from work.

A task force has been struck to investigate paths to regularization/guaranteed hours and other solutions to issues that would improve the working lives of community health workers. Task force recommendations can be implemented over the life of the agreement.

Scheduler education funding of \$250,000 has been dedicated to developing a joint interpretation on community health worker scheduling practices and to develop a program to instruct schedulers about the interpretation.

OTHER PROPOSED CHANGES

- Harassment language has been improved to conform to recent changes to the BC Human Rights Code.
- Union leave has been improved for bargaining committee members.
- The union will get more information more frequently about its members.
- Members will have notice of 24 hours of a meeting that could result in discipline. This is so a steward can be contacted to attend.
- The list of arbitrators was updated to replace retired arbitrators.
- Vacancies of less than nine months will not be posted but filled by employees seeking additional hours.
- Use of special leave has been expanded to include up to three days of paid leave for absences resulting from the employee or the employee's dependent child having experienced domestic violence.
- Compassionate care leave has been increased to 27 weeks to conform to recent provincial legislation changes.
- Maternity and parental leave has been increased to conform with federal and provincial changes to legislation.
- Language has been added making the employer, who provides an electronic device (cell phone, iPad, etc.), responsible for the costs of that device.
- Redundant memoranda have been deleted.

June 28, 2018

Revised on June 22, 2018
amended Clause 15.4(a)(3), added Clause 25.2,
amended "Funding" paragraph 1 on page 26

TENTATIVE COLLECTIVE AGREEMENT

between the

**HEALTH EMPLOYERS ASSOCIATION
OF BRITISH COLUMBIA**

and the

**HEALTH SERVICES AND SUPPORT -
COMMUNITY SUBSECTOR ASSOCIATION
OF BARGAINING AGENTS**

Effective from April 1, 2014 2019 to March 31, ~~2019~~ 2022

Tentative Agreement

The parties agree to conclude a Collective Agreement for the term of April 1, 2019- March 31, 2022 on the following material terms:

1. Wages

- General wage increases all employees:
 - Effective the first pay period after April 1, 2019 2%
 - Effective the first pay period after April 1, 2020 2%
 - Effective the first pay period after April 1, 2021 2%

2. Low wage Redress

- Within thirty (30) days after ratification, the parties will form a Committee composed of five (5) members appointed by HEABC and five (5) members appointed by the CBA.
- The committee will undertake a review of compensation for CBA occupations compared to similar occupations under the FBA agreement. These compensation items will primarily focus on wage rates but may include:
 - Weekend and shifts premiums
 - On Call premiums
 - Statutory Holiday and Vacation pay % for Casuals
 - Other compensation items, as agreed by the parties
- The above review must be completed before November 30, 2018
- The expenditure resulting from the Committee's review must be fully utilized but cannot exceed \$40 million ongoing at the end of the Collective Agreement.
- Wage Rate Review – Comparability Wage Adjustments shall be determined using the following principles:
 - The occupation has a comparator occupation in the FBA agreement
 - The difference in wage rates is adversely affecting the provision of service to clients
 - There is reasonable expectation that the comparability wage adjustment will reduce this adverse impact, and
 - The comparability wage adjustment will not create additional demands in other sectors
 - CBA occupations will be mapped to a new CBA grid level number that will be the same as the FBA grid level number reflecting overall scope, level of responsibility and qualifications of the CBA occupation using the FBA benchmarks as a guide.
 - The cost of the increases will be equally staggered for each fiscal year of the collective agreement.

- **Dispute Resolution**

The parties agree that any disputes arising from this review will be referred to Arbitrator Vince Ready who will issue a decision no later than January 30, 2019.

- **The Arbitrator is bound by the principles and the funding limits and the effect of his/her decision cannot exceed the \$40 million ongoing costs specified above**

3. All other previously signed Greensheets.

4. The parties must ratify the collective agreement within 60 calendar days of the signing of this Tentative Agreement.

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

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.
- (b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, **ancestry, place of national or ethnic origin, colour, religion, physical or mental disability, marital status, family status, political beliefs, gender identity or expression** or conviction of a criminal or summary offence unrelated to employment;
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

2.10 Time Off For Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of ~~21~~ **14** days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - ~~(3) for employees who are representatives of the Union on a bargaining committee.~~
 - (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods of not less than ~~21~~ **14** days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
 - (c) Leave of absence without pay shall be granted to an employee designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.**
 - ~~(e)~~ **(d)** When leave of absence without pay is granted pursuant to Part (a) ~~or~~ (b), **or (c)** the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.
- This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

~~(d)~~ **(e)** Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the Employer.

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

~~(e)~~ **(f)** The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a) or (b), **or (c)** above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 4 - CHECK-OFF AND UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the Union **in accordance with Article 4 (i) and** not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

- Employee surname and first name
- Employee number, if applicable
- Home worksite
- Collective agreement employer
- Job classification
- **Status (regular full-time, regular- part time, casual)**
- ~~Sex~~ **Gender**
- Gross pay
- Dues amount deducted
- **Telephone number as submitted by Employee**
- **Home address as submitted by Employee**

The parties recognize the confidentiality of the information contained in this list.

~~(e)~~ The above information may be supplied on a computer disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape, it will be provided on hard copy.

~~(f)~~ **(e)** Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

~~(e)~~(f) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

~~(h)~~(g) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

~~(i)~~(h) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

~~(j)~~(i) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(j) Where the Employer has the capability to do so, it will submit union dues remittance by Electronic File Transfer (EFT) and will include:

- i. **Employer name**
- ii. **Pay period type (monthly, semi-monthly, biweekly, etc.)**
- iii. **Pay period number**
- iv. **Pay period end date**
- v. **Pay period pay date**

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward; **and non-work email address(es) of the steward as provided to the Employer in (c); and**
- (2) an authorization form for union dues check-off.

(c) The Union will provide the Employer with an up-to-date list of stewards' names, work locations, work telephone numbers (if applicable) and non-work email address(es) in order that the Employer may meet its obligation in (b)(1) above.

~~(e)~~(d) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.

~~(d)~~(e) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

Where the Employer conducts a group orientation for new employees, the meeting with the steward may take place during the orientation. Such meetings shall not exceed 30 minutes. Stewards will be given at least 24 hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Article 7.5(b) (Union/Management Committee).

~~(e) (f) The Union will provide the Employer with an up to date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.~~

(f) The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

7.6 Membership Information **Worksite Address**

~~The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on a semi-annual basis. The parties recognize the confidentiality of the information contained in this list.~~

The Employer will provide the Union with the street address for each worksite on an annual basis.

9.2 Assignment of Arbitrator

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within two weeks, assign an arbitrator from the mutually agreed upon list of arbitrators, or a substitute mutually agreed to, and set a date for the hearing.

(b) If no agreement on an arbitrator is reached within two weeks of the grievance being referred to arbitration, an arbitrator shall be assigned as per the letter of agreement regarding the assignment of arbitrators. The letter of agreement contains the process to assign arbitrators and shall only be changed with mutual agreement.

(c) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced. An arbitrator may be removed from or added to the list by mutual agreement.

(d) List of named arbitrators:

- | | | |
|--------------------------|-----------------------------|-------------------|
| • Mark Brown | • John McConchie | • John Hall |
| • Joan Gordon | • Vincent L. Ready | • Stan Lanyon, QC |
| • Judi Korbin | • Chris Sullivan | • Heather Laing |
| • Ken Saunders | | |

9.8 Expedited Arbitration

(a) to (m) – *Maintain current Language (MCL)*

(n) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.

- | | | |
|---------------|--------------------------|-------------------------|
| • Bob Pেকেles | • Joan Gordon | • John McConchie |
| • Judi Korbin | • Mark Brown | • Ken Saunders |

• Chris Sullivan
• Stan Lanyon, QC
• ~~David McPhillips~~

• Vincent L. Ready
• ~~Joan McEwen~~
• ~~Ron Keras~~

• Corinn Bell
• Julie Nichols
• Jessica Gregory

(o) It is not the intention of either party to appeal a decision of an expedited arbitration.

(p) A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and will meet monthly or more often if necessary for scheduling of expedited hearing dates as outlined in the process in Memorandum of Agreement #25~~25~~**27** (Scheduling of Expedited Arbitration).

9.9 Suspension Over 10 Days or Termination Hearing

(a) Within two weeks after an arbitrator has been assigned under Article 9.2 (Assignment of Arbitrator) the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.

(b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Article 9.2~~(c)(1)~~ (Assignment of Arbitrator).

10.6 Right to Have Steward Present

(a) **An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, at least 24 hours in advance, of her/his right to have a shop steward present.** ~~Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise his/her right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.~~

(b) **A steward who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, at least 24 hours in advance, of his/her right to have a union staff representative present.** ~~Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.~~

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of 30 days or more, the vacancy or new job including the 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 calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than ~~four~~ **nine** months, the position shall not be posted and instead shall be filled as follows:
- (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.9 (Selection Criteria). If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16 (Overtime), the proposed move shall not be made; or
- (2) By casual employees, including regular part-time employees registered for casual work in accordance with Article 29.3 (Call-In Procedure).
- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four occasions in one calendar year unless the Union and the Employer otherwise agree.
- (d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.
- (e) Community Health Workers

Where the Employer posts a regular position pursuant to Article 15.4(e) (Scheduling of Hours), the following shall apply:

- (1) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more hours exist for three consecutive months and can be scheduled within the following parameters:
- (i) up to five consecutive days of work; and
- (ii) a definable period of availability as per Article 15.3 (b) (Shift Schedules);
- (iii) geographic location.

The position including the salary range, a summary of the job description, the required qualifications, days of work, weekly hours, period of availability, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information. Where the Employer has a current practice to distribute postings it shall be maintained, unless otherwise agreed at the local level.

- (2) The posted weekly hours may be subject to adjustment in accordance with Article 15.4(d) (Scheduling of Hours).

- (f) Float Positions – Article 14 (Hours of Work and Scheduling)

The Employer may establish at any time regular status float positions under Article 14 (Hours of Work and Scheduling), as it may be operationally more efficient and cost effective to utilize regular float positions for relief work. Further, this matter may be discussed at any time by the Union/Management Committee which shall consider in its deliberations factors such as utilization of casual employees.

Where the Employer establishes float positions, they will be posted in accordance with Article 12.1 (Job Posting and Applications). Float pool employees are entitled to all the provisions of this agreement except Article 14.3 (a), (b), (c), (d), and (f) (Scheduling Provisions). In addition, they shall not be entitled to access work under Article 12.1(b) (Job Posting and Applications) and Article 29 (Casual Employees) at times when they are otherwise regularly scheduled to work.

A float pool employee may be required to work at more than one worksite of the Employer. Where no work is available, employees in float positions shall be utilized productively.

ARTICLE 15 - HOURS OF WORK AND SCHEDULING - COMMUNITY HEALTH WORKERS

15.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

15.2 Hours

Except for live-ins and overnights, the hours of work shall be an average of eight hours per day, exclusive of an unpaid meal period or an average of 40 hours per week.

Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.

15.3 Shift Schedules

~~(a) No later than one year after February 18, 2013, the new scheduling language will be applicable.~~

(a) Shift schedules include the following:

(1) Fixed Shifts:

Fixed shifts positions have a specific start and finish time and specified daily hours from four to eight paid hours per day and 20 to 40 paid hours per week. Article 15.10 (Meal Period) will continue to apply.

(2) Period of Availability:

Scheduled hours shall be confined to either a 10, nine, eight or six consecutive hour period as defined below, except those doing live-in or overnight shifts. The consecutive hour period shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour period may also be changed in accordance with Article 12.2(b) (Change to Start and Stop Times, Days Off and Work Area).

The consecutive hour period for those employees with weekly posted hours of over 37.5 up to and including 40 shall be 10 consecutive hours.

The consecutive hour period for those employees with weekly posted hours of over 30 up to and including 37.5 shall be nine consecutive hours.

The consecutive hour period for those employees with weekly posted hours of over 25 up to and including 30 shall be eight consecutive hours.

The consecutive hour period for those employees with weekly posted hours of 20 to 25 shall be six consecutive hours.

(3) *Fixed hour split shifts:*

A regular fixed hour split shift is a shift of 30 hours or more per week consisting of two distinct periods of fixed hours. One period must consist of at least three, four, five or six hours of work and the second period will consist of at least two hours during the shift as long as the total of all hours does not result more than eight hours a day and 40 hours per week. Article 15.10 (Meal Periods) will continue to apply.

(b) Notwithstanding 15.3(a) (Shift Schedules), the parties recognize an individual client may require service in excess of eight hours. Employees shall have the option of accepting such assignments to a maximum of 12 hours in a day at straight-time pay. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the union representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two weeks' written notice.

(c) A regular employee's work schedule shall be made available to the employee a reasonable period in advance of the starting day of the new schedule. The employee's schedule shall cover a two week period. It is understood that the schedules may be subject to revision and/or cancellation in accordance with the provisions of the collective agreement. In the event of a dispute the steward shall have access to the schedules of each employee and, if requested, shall be provided with copies.

15.4 Scheduling of Hours

(a) Regular Employees

(1) (i) Regular employees shall be scheduled hours within their classification based on seniority, subject to the employee's ability to meet specific client needs and geographic location.

(ii) When assigning hours, regular employees shall be given priority over casual employees in accordance with the process described in Article 15.4(a) (Scheduling of Hours).

(2) The Employer shall post regular positions, according to the shift schedule options in Article 15.3(b) (Shift Schedules) specifying the days of work, the period of availability and the weekly posted hours.

(3) If a regular employee is below the weekly posted hours of his/her position the Employer shall, ~~as soon as possible~~, assign hours that can be accommodated considering the employee's existing assignments, in the following sequence:

(i) from new hours;

(ii) from hours assigned to casuals in reverse order of seniority;

(iii) within no longer than seven days, from junior regular employees, in reverse order of seniority.

(4) *Assignment of Unassigned Hours to Regular Employees*

Regular employees who wish to be assigned hours in excess of their weekly posted hours may register under Article 29.3(a) (Call-in Procedure) for unassigned hours. Where unassigned hours are available, the Employer shall offer such unassigned hours to these registered employees in accordance with Articles 29.3 (a) and (d) (Call-in Procedure). Where such hours are assigned they may be reassigned to other regular employees eligible for such hours pursuant to Article 15.4(a)(3) (Scheduling of Hours).

The provisions of Articles 29.1 (a), (b), (c) and (d) (Casual Employee) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

(b) *Ability to Meet Specific Client Needs*

For purposes of this article, an employee's ability to meet specific client needs shall be determined using the following criteria:

(1) **Continuity of care**, language requirements and gender, where lack of consideration would lead to an adverse effect on the well-being of the client;

~~(2) continuity of care, where the lack of consideration would lead to an adverse effect on the health of the client;~~

(2) employee/client compatibility, where the lack of consideration would likely lead to an adverse effect on the health of the client. When a complaint arises, the Employer will investigate the complaint and endeavour to rectify the situation prior to reassigning the employee;

(3) a care need requiring a specific skill. Where a regular employee requires training in order to access a particular assignment for which he/she is otherwise eligible pursuant to Article 15.4(a)(3) (Scheduling of Hours), such training shall be provided to the employee as soon as reasonably practicable.

(c) Where an employee classified as a CHWI is eligible to be assigned hours under Article 15.4(a)(3) (Scheduling of Hours) above and where no such hours are available, the employee may opt to receive CHWI hours or to work reduced hours. Whichever option the employee elects, the employee shall remain entitled to CHWI hours in accordance with Article 15.4 (a)(3) (Scheduling of Hours) above as soon as they become available.

(d) Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4 (a)(3) (Scheduling of Hours) above shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular position, and which can be assigned in five hour increments, the Employer shall first:

(1) offer, by seniority, to increase the weekly posted hours of existing regular positions, subject to Article 15.4 (a)1 (Scheduling of Hours). The Employer shall canvass employees whose days of work and period of availability would allow for inclusion of the unassigned hours. Employees shall have the option to accept or decline an increase in their weekly posted hours; then,

(2) where no regular employee opts to accept an increase in their weekly posted hours, the Employer may increase the weekly posted hours of the most junior regular employee(s) whose posted days of work and period of availability would allow for inclusion of the available hours,

subject to Article 15.4 (a)(1) (Scheduling of Hours), or post a new regular position in accordance with Article 12 (Job Postings) and (e) below. Where the most junior regular employee's period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours in accordance with Article 15.3 (Shift Schedules).

(3) When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the employee with written confirmation of the increased hours.

(e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more such hours can be scheduled within the following parameters:

- (1) up to five consecutive days of work; and
- (2) definable period of availability as per Article 15.3(b) (Shift Schedules);
- (3) geographic location.

When there are sufficient unassigned ongoing hours to constitute a regular position the Employer shall post a regular position pursuant to Article 12 (Job Postings).

(f) Regular employees may refuse hours only if the hours are in excess of their weekly posted hours, subject to Article 15.4(d) (Scheduling of Hours) or outside their period of availability referred to in Article 15.4(a)(2) (Scheduling of Hours).

(g) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.

(h) The Employer may contact regular employees outside of their period of availability only for scheduling purposes.

(i) Regular employees contacted outside their period of availability for reasons other than those described in (h) above shall be paid at straight-time rates for the duration of the call, with a minimum of 15 minutes per call.

(j) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.

~~(k) Employees will not be required to access the Employer's voice mail scheduling system more than once per scheduled day of work, and in any event, not on a scheduled off-duty day.~~

(k) Casual Employees - Hours shall be assigned to casual employees pursuant to Article 29 (Casual Employees) based on seniority, subject to the employee's availability, ability to meet specific client needs, skill and ability required for the specific assignment and geographic location.

15.5 Reassignment

Either the client or the employee shall have the right to have a particular assignment removed, subject to an investigation by the Employer. Such request shall not be unreasonably denied. In these circumstances, the employee shall receive hours pursuant to Article 15.4(a) (Scheduling of Hours), including hours reassigned from junior regular employees, as soon as possible.

15.6 Minimum Hours

- (a) Every reasonable effort will be made to ensure that no regular employee is assigned to work less than four hours in a given day with the exception of emergency situations.
- (b) An employee reporting to work but unable to commence or continue his/her duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to his/her Supervisor. Where possible, the employee shall be reassigned to an alternate worksite. Where no alternate work is available, the employee shall receive payment for the assignment to a maximum of four hours straight-time pay or, where the Employer is reimbursed for greater than four hours payment, for the number of hours reimbursed to the Employer.
- (c) Assignments cancelled with less than 24 hours' notice shall not result in loss of pay to the employee, provided the Employer is reimbursed for the service.
- (d) If an employee is required to attend to a deceased client he/she shall be paid for all hours worked in accordance with the collective agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day.

15.7 Travel Time

Travel time between clients shall be scheduled by the Employer, and is included in the employee's paid hours of work. Travel time between clients shall not be included in the meal periods. Where the employee is not required by the Employer to utilize his/her private vehicle for travel between clients, the travel time scheduled and paid by the Employer shall assume travel by automobile.

This article applies to travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift.

15.8 Emergency Contact

- (a) The Employer shall implement a system whereby employees can be contacted in the event of an emergency.
- (b) The Employer agrees to provide employees on duty outside the regular office hours with access to an agency staff person or designate in the event of an urgent situation.
- (c) The Employer will offer to provide a staff person to assist an employee who encounters a deceased client.

15.9 Leaves of Absence

- (a) When leave of absence with pay is granted the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.
- (b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to Article 15.4 (Scheduling of Hours) with the same weekly posted hours, period of availability and days of work they were in prior to their leave of absence.

15.10 Meal Periods

- (a) Unless the Employer and the employee otherwise agree an unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall not be less than 30 minutes, or up to 60 minutes by mutual agreement.
- (b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rate.
- (c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

15.11 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

15.12 Minimum Number of Days Scheduled Off From Work

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 116 days per year [that is, an average of two days per week plus a minimum of 12 paid holidays]. If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of 116 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of 116 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

15.13 Scheduling Limitations

Unless otherwise specified in this article, the following shall always apply:

If an employee is required by the Employer to report first to a different location before reporting to his/her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at his/her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.

15.14 Live-in and Overnight Shifts**(a) Compensation**

Live-in shifts shall be paid at a minimum of 13 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Overnight shifts shall be paid at a minimum of 10 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Upon request, the hours purchased by the purchaser of live-in shifts and overnight shifts will be provided to the Union for all clients.

Live-in employees shall be entitled to a break, without loss of pay, of three consecutive hours between 9:00 a.m. and 9:00 p.m. unless mutually agreed otherwise.

Employees will not be scheduled to do live-in or overnight shifts unless the employee has indicated in writing to the Employer they will accept such shifts.

Employers whose current practice provides for a superior entitlement shall continue the practice.

(b) *Standards*

- (1) *General* - The Employer shall, as a minimum standard for live-in and overnight shifts, ensure the Continuing Care Guidelines with respect to working conditions are complied with.
- (2) *Living Accommodation* - Reasonable living accommodation (regarding safety and sanitation) shall be provided within basic standards, i.e., running water, indoor plumbing, heat and light.
- (3) *Telephone Access* - Employees shall be entitled to reasonable use of the client's telephone for local calls during the evening to speak with family members (i.e., spouse, children, dependants, parents). Employees may not receive personal calls on the client's telephone nor give out the client's telephone number. In the case of urgent personal calls to the employee, messages will be taken by the Employer and passed on to the employee as soon as possible. In the event of an emergency, the employee shall use the client's telephone to contact the appropriate authorities or the contact person designated by the Employer.
- (4) *Health and Safety* - Health and safety factors must be considered in the selection of sleeping accommodations. The employee must be provided with appropriate, clean and private sleeping spaces.
- (5) *Safety of Employee and Client* - The Employer is responsible for providing a safe working environment for employees. Where possible, an initial safety inspection should be done of the environment (including equipment) prior to placement of the employee.

15.15 Float Positions

The Employer may establish regular float positions which are consecutive hour shifts.

15.16 Employers may use Article 14.14 Job Fair process.

15.17 Modified Hours of Work Arrangements

Modified hours of work arrangements may be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include the details of the agreed schedule.

20.3 Special Leave

(a) A regular employee shall earn special leave credits with pay up to a maximum of 25 days (i.e., 187½ hours for employers where the full-time workweek is 37½ hours per week) at the rate of one half day (i.e., 3.75 hours for employers where the full-time workweek is 37½ hours per week) every four weeks (i.e., 150 hours for employers where the full-time workweek is 37½ hours per week).

(b) Employees covered by collective agreements with an annual entitlement for special leave shall have that entitlement credited to the bank and shall accumulate in accordance with (a) thereafter.

Special leave credits may be used for the following purposes:

- (1) marriage - five days;
- (2) paternity - one day;
- (3) serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days at any one time;
- (4) leave of one day may be added to three days' bereavement leave;
- (5) leave of three days may be taken for travel associated with bereavement leave;
- (6) adoption leave - one day.
- (7) domestic violence – up to three days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

20.4 Compassionate Care Leave

Effective April 1, 2010, an employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight 27 weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 52 weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The eligible employee's BC medical, dental plan, extended health plan, LTD and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of eight 27 weeks.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight 27 weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (d) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

20.7 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a municipal, provincial, or federal, **First Nation or other Indigenous government** election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end ~~before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period~~ **later than 17 weeks after the leave begins.**
- (d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to ~~37~~ **62** consecutive weeks (or ~~35~~ **61** consecutive weeks in the case of a birth mother who takes leave under Article 21.1 (Maternity Leave)) without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the ~~37~~ **62** weeks' (or ~~35~~ **61** weeks in the case of a birth mother who has taken leave under Article 21.1 (Maternity Leave)) parental leave between them.

(c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b) (Maternity Leave). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) **Upon application, employees will be granted** Parental leave shall commence **as follows:**

- (1) in the case of a mother, immediately following the end of the maternity leave taken under Article 21.1 (Maternity Leave), unless the Employer and the employee agree otherwise;
- (2) in the case of the "other parent" following the birth of the child and within the 52 **78** week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition No. 9;
- (3) in the case of an adopting parent, following the adoption of the child and within the 52 **78** week period after the date the adopted child comes into the actual care and custody of the parent.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 (Maternity Leave) and Article 21.2 (Parental Leave) is limited to 52 **78** weeks plus any additional entitlements provided under Article 21.1(f) (Maternity Leave) and/or Article 21.2(e) (Parental Leave) preceding.

ARTICLE 25 - HEALTH CARE PLANS

25.1 BC Medical

The Employer shall pay 100% of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependants for medical coverage under the BC Medical Plan.

25.2 Joint Community Benefits Trust (JCBT)

(a) The JCBT provides health and welfare benefits to the eligible employees and all employers are required to participate in the JCBT.

(b) Employers are required to contribute 10.91% of regular straight-time payroll hours of those receiving benefits to the JCBT ("Benefits Funding").

(c) The JCBT is authorized to put into effect employee contributions, payable in such amounts and at such times as the JCBT determines in its absolute discretion. Employee contributions may be used to pay all or part of the cost of a specific benefit as determined by the JCBT in its discretion, failing which, employee contributions will be assumed to be used to pay for all of the benefits in combination with employer contributions.

(d) If the JCBT introduces employee contributions, Employers will collect these contributions and remit them to the JCBT along with the Employers required contribution in (b) above as applicable.

The remaining language in the collective agreement regarding health and welfare benefits will be addressed between the parties through a housekeeping process.

26.2 Electronic Devices

Where the Employer provides an electronic device, the Employer shall be responsible for the costs of the electronic device.

29.3 Call-in Procedure

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria). No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

Note: The parties concur that the application of departments in some employers may not be practical. Employers will establish departments in good faith based on operational needs and not to circumvent the spirit of this clause.

Casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) shall be called in to work in the order of their seniority, subject to ability to meet specific client needs, skills, experience and geographic location, and provided that they are registered to work in a job classification applicable to the work required to be done. **The Employer may assign the casual employee to replace a series of existing assignments.** A casual employee shall be entitled to register for work in any job classification for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria).

(b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within four months, that position shall be posted and filled pursuant to the provisions of Article 12.1(a) (Job Postings and Applications).

(c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12 (Job Postings). Upon completion of an assignment a casual employee shall revert to the casual list.

(d) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

(2) (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one

casual employee provided that the telephone shall be permitted to ring a minimum of eight times.

(ii) Notwithstanding (i) above, the Employer may require casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) to contact the Employer's voice mail system once per day in accordance with Article 15.4(k) (Scheduling of Hours). Where the Employer leaves a message for a casual employee on the voice mail system regarding an assignment, the Employer may not make further calls under Article 29.3(a) (Call-in Procedure) unless the employee declines the assignment or does not provide the Employer with a response before the designated time for response on the next day.

(iii) By mutual written agreement between the Employer and the union designate, an employee may be contacted by alternate means of communication. Where the Employer and the union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies. This clause does not apply to casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers).

(4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

(5) Upon request, the Employer shall provide the Union with the schedule worked by casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) specifying daily hours, the specific client service times and type of assignment (i.e., CHWI or CHWII).

(e) Effective April 1, 2013, an employer may utilize alternate methods for the call-in of casual work, provided that:

- The call-in of work shall reflect the principles associated with Article 29.3 (a) (Call-in Procedure).
- If the alternate methods provide for multiple means for contacting employees (eg. email, text, pager, etc.), the employee shall be entitled to select his/her preferred means of contact, with the Employer keeping a record of the employee's selection.
- If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Article 29.3 (d) (1) and (2) (Call-in Procedure).
- Any such alternate methods shall track the information required by Article 29.3(d)(3) (Call in Procedure).

- Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

MEMORANDUM OF AGREEMENT #3
Re: Enhanced Disability Management

1. The parties agree to provide a mandatory enhanced disability management program as per **MOU #1 Re: Enhanced Disability Management Program (EDMP)**, consistent with the program being implemented in the Nurses' Bargaining Association (NBA) and the Health Science Professionals Bargaining Association (HSPBA). The effective date for implementation is April 1, 2013.
2. The CBA will participate on the joint Provincial Steering Committee that is currently established.
3. ~~Effective April 1, 2013, the Employer will contribute \$408,000 annually to the compensation costs for four disability management representatives. Any expenses associated with these representatives will be borne by the Union.~~ **\$816,000 annually to an EDMP Administration Fund ("the Fund"). All contribution amounts from previous years will be carried forward. The Fund will be administered by the CBA as follows:**
 - a) **Allocation of the funding will be used for:**
 - I. **Compensation costs for Disability Management Representatives and Administrator(s), including their reasonable expenses; and**
 - II. **Associated training and education costs**
 - b) **Unforeseen costs related to the administration of EDMP shall be by mutual agreement between HEABC and the CBA, which shall not be unreasonably withheld by either party.**
4. **A minimum of seventy (70) percent of the Disability Management Representatives must be regular full time and the remaining Disability Management Representatives may be regular part-time between 0.5 and 0.9 FTE.**
5. **Union Disability Management Representatives shall be granted unpaid union leave unless it would unduly interrupt the Employer's operations. In the event an employee becomes a Disability Management Representative, the Employer shall hold the employee's position for a period of two (2) years. Thereafter, an employee may exercise bumping rights in accordance with Article 13.3**
6. ~~Effective April 1, 2015, the Employer will contribute \$204,000 annually to support funding for additional disability management representatives and their reasonable expenses.~~
7. ~~Effective April 1, 2017, the Employer will contribute \$204,000 annually to support funding for additional disability management representatives and their reasonable expenses.~~

6. At HEABC'S request, the CBA will provide HEABC with a report no more than once per year outlining the total allocation of the Fund. ~~on the allocation of funds used to support EDMP representatives.~~

MEMORANDUM OF AGREEMENT #19
Re: Employment Opportunities

The parties agree to provide displaced employees, including laid off casual employees, with priority hiring rights where the contract under which they have worked has been retendered and another employer covered by the collective agreement is the successful bidder, or one collective agreement employer transfers its services to another collective agreement employer.

- (a) The terms of this priority access to available vacancies for regular employees will be as follows:
- (1) The receiving employer will determine the number and manner of vacancies created in the program.
 - (2) Displaced employees wishing priority access must submit an application for employment. A displaced employee who has not been hired in accordance with this memorandum of agreement, and who has no bumping or vacancy posting options available at their current employer, shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a health authority.
 - (3) To be eligible for hire, displaced employees must meet the receiving employer's required qualifications and have the present capability to perform the work.
 - (4) Displaced employees will be subject to interview and assessment. In the event several employees are interested in a single position, the successful candidate will be determined by the receiving employer in accordance with Article 12.9 (Selection Criteria).
 - (5) Such employees shall serve a qualifying period pursuant to Article 12.1 (Qualifying Period). An employee whose placement is found to be unsuitable during the qualifying period, or an employee who requests to be relieved during the qualifying period, shall return to the recall list with the previous employer for the remainder (if any) of the recall period.
 - (6) Displaced employees, on the basis of seniority, will have priority for consideration for vacancies, regardless of which of the two employers the displaced employees come from.
 - (7) If hired, displaced regular employees will receive portable benefits in accordance with Article 11.4 (Re-Employment) and port their seniority.
 - (8) Such employees will receive the terms and conditions of employment and be represented by the union that exists at the recipient employer. The terms and conditions in existence at the recipient employer shall form the maximum for employees, notwithstanding any benefits that may be ported. No new employees shall be enrolled in the Public Service Pension Plan should that Plan be in place at the recipient employer.
 - (9) An employee who is enrolled in a pension plan that is the same as the pension plan available at the recipient employer shall not be required to serve a new waiting period.

- (b) The terms of to be applied to laid off casual employees as a result of retendered work, include:
- (1) The Employer must have a need for casual employees
 - (2) such employees wishing priority access must submit an application for employment
 - (3) to be eligible for hire, such employees must meet the receiving employer's required qualifications and have the present capability to perform the work.
 - (4) such employees will be subject to interview and assessment
 - (5) such employees shall serve a probationary period pursuant to Article 29.1(b) (Casual Employees)
 - (6) if hired, such employees will retain their seniority. Provided that such employees successfully complete their probationary period, their wage increment step will be ported. Future increment progression will be based on accumulated hours of service with the new employer.

This memorandum of agreement will expire and be extinguished for all purposes on March 30, 2019~~22~~.

MEMORANDUM OF AGREEMENT #20

Re: Consequences of Contracting Out/Re-Tendering by Health Authorities

1. For the purposes of this memorandum of agreement, contracting out occurs when employees are laid off as a direct result of their employer contracting out work presently performed by employees covered by the collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Contracting Out*").
2. Re-tendering occurs when employees are laid off as a direct result of a Health Authority re-tendering a contract for services previously held by an employer and when the successful proponent of the contract for services is not a party to the Community Subsector collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Re-tendering*").
3. Following layoffs due to contracting out or re-tendering, a summary of activity will be generated and a copy provided to the Community Bargaining Association.
4. ~~The trigger established in this memorandum of agreement is established at 500 FTEs based on approximately 9856 FTEs in the Community Subsector. The trigger will increase by 25 FTEs for every incremental increase of 500 FTEs in the number of FTEs in the Community Subsector.~~
Health sector employers will limit contracting out/re-tendering that results in the lay-off of members of the Community Bargaining Association to five hundred (500) full-time equivalents between April 1, 2019 and March 30, 2022
5. ~~In the event that the number of FTEs laid off due to contracting out or re-tendering is within the trigger, laid off employees will be entitled to the following severance pay: one week for every two years of service to a maximum of 10~~ **20** ~~weeks' pay, prorated for regular part-time employees.~~
6. ~~In the event that the FTEs laid off due to contracting out or re-tendering exceeds the trigger, then any subsequent employees laid off as a result of employers contracting out or re-tendering will be~~

~~entitled to the following severance pay: one week of pay for every year of service to a maximum of 20 weeks of pay, prorated for part time employees.~~

~~7. Where a single initiative involves the laying off of employees both within and in excess of the trigger, the most senior employees will be deemed to be those laid off in excess of the trigger.~~

8. An employee's service shall be calculated on the basis of their continuous employment as a regular status employee. Length of service for a regular employee shall include straight-time paid hours as defined by Article 11.1(b) (Seniority Defined). Length of service for a regular part time employee shall be calculated as follows:

- a) Total straight-time hours paid divided by full-time weekly hours, then
- b) Weeks of service to be divided by 52 weeks to give years of service for the purpose of the severance pay.

9. No severance is payable where an employee, before or during her recall period, finds another job (for example, by bumping, posting into a vacancy, or by registering as a casual employee) with the same or another health sector employer within the same or another bargaining unit.

10. The severance allowance shall be paid upon the conclusion of the employee's recall period. Alternatively, only in the case of contracting out, it may be paid upon an employee's waiver of rights to recall, in which case it will be payable upon the conclusion of the employee's notice period or waiver of rights, whichever is later.

11. In the case of re-tendering, a displaced employee who has no bumping or vacancy posting options available at their current employer shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a health authority in accordance with the Employment Opportunities memorandum of agreement.

12. This memorandum of agreement will expire and be extinguished for all purposes on March 30, 2019 **2022**.

MEMORANDUM OF AGREEMENT XXX

Re: Task Force on Optimization of CHW Work Distribution

The Parties agree that they have a shared interest in improving alignment of CHW work distribution and resources with current and future home health care delivery models.

To explore and address this shared interest, the Parties agree to the creation of a task force (the "Task Force") to understand and improve how CHW work is currently being organized and distributed. The Intent is to balance a patient/ client focused approach with an employee supportive approach.

The Task Force will be responsible for the collection and analysis of province wide data concerning how CHWs are presently being deployed. The Task Force will explore current and new scheduling options and identify best practises. The Task Force will endeavour to develop guidelines for improvement of workload distribution and alignment with evolving care models. The Task Force shall make practical, implementable recommendations to the Parties regarding improvements to services and processes, prior to March 31, 2020.

Specifically:

1. The Task Force will consist of two Health Authority representatives, two Affiliate employer representatives, and four CBA representatives.
2. The Task Force will be chaired by HEABC as a neutral chair.
3. The Task Force shall meet within 90 days of ratification.
4. The Task Force may create working groups to target specific issues, for example:
 - a. Geographically aligned CHW teams
 - b. Options for regularization of hours
 - c. Options for additional scheduling models
 - d. Other issues identified by the Task Force
5. The Task Force shall report findings and recommendations to the Parties as soon as practicable. The Parties agree to review the findings and upon mutual agreement, implement any identified recommendations.
6. HEABC shall make a one-time contribution of up to \$200,000 to support the work of the Task Force. These funds may be used for reasonable expenses relating to the administration and support of the Task Force and/or working groups.

MEMORANDUM OF AGREEMENT #26**Re: Joint Provincial Health, Safety and Violence Prevention Committee**

1. The parties agree to participate in a provincial committee to discuss and make recommendations for a governance structure for a Joint Provincial Health, Safety and Violence Prevention Committee.
2. HEABC shall contribute the following amounts to the CBA for the Joint Provincial Health, Safety and Violence Prevention Committee:
 - a. \$250,000 for the fiscal year April 1- 2019 – March 31, 2020;
 - b. \$250,000 for the fiscal year April 1- 2020 – March 31, 2021;
 - c. \$250,000 for the fiscal year April 1- 2021 – March 31, 2022

June 11, 2018

Mr. Brent Camilleri
Chief Spokesperson,
Community Bargaining Association (CBA)

Dear Mr. Camilleri,**Re: Joint Provincial Health, Safety and Violence Prevention Committee – CBA Funding**

HEABC recognizes the Community Bargaining Association ("CBA") as a valued member of the Joint Provincial Health, Safety and Violence Prevention Committee ("the Committee").

During this current round of negotiation of the provincial collective agreement between the CBA and HEABC, the CBA has identified occupational health, safety, and violence prevention as a key area for discussion. In recognition of the parties' commitment to jointly address these issues, HEABC commits to contributing a sum of \$250,000 per annum to the Committee on behalf of CBA.

Terms of Reference

The purpose, membership, activities, protocols and roles and responsibilities of the Committee and its Members are determined by the Committee's Terms of Reference. HEABC commits to working with the Committee with the intent to revise the Terms of Reference to ensure the committee has a focus on evidence based action to address issues and measure outcomes.

Funding

The CBA will be provided with \$250,000 annually to contribute toward the activities of the Committee. The CBA may contribute all or part of this funding toward joint provincial priorities within the Committee, or the CBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the CBA. In either case, all activities and protocols of the Committee, including the allocation and utilization of the funds, will be in accordance with the Terms of Reference (to be updated).

Based on discussions between the parties during negotiations, initiatives that the parties may want to consider under this Committee, for either joint provincial programs/projects or initiatives specific to the CBA are as follows:

1. Issues related to Musculoskeletal injuries
2. Naloxone training and or support in relation to the opioid crises; and/or
3. Improved communications and/or support for local JOSH committees;
4. Training opportunities for Mental Health First Aid for high-risk classifications;
5. Communicate diseases and parasitic infestations; and/or
6. Other

MEMORANDUM OF AGREEMENT XXX

Re: Scheduler Education

In an effort to better equip employees working as schedulers with the skills, abilities, and tools they need to improve scheduling efficiency, the Parties commit to meeting within 90 days of the ratification of the collective agreement to engage in consultation process regarding the following:

1. The development of a joint interpretation on scheduling.
2. The development of an education program for schedulers
 - a. This program shall be funded by one-time contributions from HEABC.
 - b. HEABC shall contribute \$50,000 between April 1, 2019 – March 31, 2020 to be used for the development of the education program.

- c. HEABC shall contribute \$100,000 between April 1, 2020 – March 31, 2021 to be used for the education of schedulers; and
- d. HEABC shall contribute \$100,000 between April 1, 2021 – March 31, 2022 to be used for the education of schedulers.

This MOU shall expire on March 31, 2022.

MEMORANDUM OF AGREEMENT XXX

Re: JCBT Special Program Funding

The Parties agree that in addition to the regular services provided by the JCBT there is merit in providing the JCBT with additional annual lump sum payments for the purposes of funding special programs (the "Special Program Funds").

The Special Program Funds shall be paid to the JCBT, subject to successful evaluations, as follows:

1. Year one (April 1, 2019 – March 31, 2020) - \$100,000
2. Year two (April 1, 2020 – March 31, 2021) - \$500,000
3. Year three (April 1, 2021 – March 31, 2022) - \$500,000

The Parties further agree that the Special Program Funds must be used by the JCBT in a manner that is mutually beneficial to the Parties. Specifically, the Parties agree that JCBT must use the funds to target the following areas relating to health and welfare benefits:

1. Strategies and actions to facilitate faster returns to work for employees on LTD;
2. Strategies and actions to address and improve the mental health of employees; and
3. Any other area mutually agreed upon by the Parties

The Parties may make proposals for funding to the JCBT for programs that support the advancement of the above areas.

The Parties recognize that JCBT may act independently from the Parties and therefore agree to impose a mechanism for evaluating the effectiveness of JCBT's use of Special Program Funds. The Parties will meet and determine an appropriate evaluation mechanism prior to contributing the year one (2019) funds to the JCBT. Future year funds will only be released if the Parties are satisfied that the JCBT has used Special Program Funds appropriately throughout the prior year. The evaluation shall occur during the last three months of the applicable year.

MEMORANDUM OF AGREEMENT #8

Re: ~~Certain Existing Collective Agreement Provisions (Seniority)~~

1. ~~One of the goals of health care reform has been to provide consistency of terms and conditions of employment for employees in the health sector by consolidating various collective agreements into a single collective agreement for each of the health sector bargaining units. This goal has been achieved, to a certain extent, in three of the health sector bargaining units (facilities, nurses and paramedical professionals) through a process of melding the terms and conditions from various collective agreements into three separate collective agreements.~~

2. ~~The principles of melding were established by negotiation and arbitration. The melding of existing terms and conditions of employment into three collective agreements balanced the various interests of the parties. Many of the previous terms and conditions of employment were not maintained as a result of the process, however, it was generally intended that total compensation for individual employees would remain at the same level or would be improved as a consequence of the melding process.~~
3. ~~There are unique challenges for melding the various terms and conditions of existing collective agreements for employees in the Health Services and Support Community Subsector. Consideration must be given to the distinct qualities of the Subsector and that the Subsector includes employees who are currently covered by collective agreements with provisions which are superior in some respects to the provisions included in the Community Subsector collective agreement.~~
4. ~~In order to ease the transition of employees into the Community Subsector collective agreement, the parties agree that existing collective agreement provisions covering the following terms and conditions of employment will continue to apply during the life of the collective agreement.~~

◆ ~~Seniority~~

~~Further, the parties agree to refer the above noted item to a joint committee comprised of six representatives from the Association and six representatives of the HEABC. The Committee will discuss and attempt to reach agreement with respect to melding these items into the Community Subsector collective agreement in the same context as described in Part 2 above. The Committee will present its findings to the parties no later than October 1, 2002. The Association members of the Committee will be on leave of absence pursuant to Article 2.10(a) (Time Off for Union Business) of the Community Subsector collective agreement.~~

Note: The parties agree to delete this MOA once the seniority issue that was referred to Joan Gordon in MOA#22 has been settled by the parties or an award has been received from Joan Gordon.

MEMORANDUM OF AGREEMENT #11

Re: Live-in and Overnight Shifts

The parties agree to meet to review the existing guidelines for live-in and overnight shifts with a view to making joint recommendations to the Health Authorities regarding compensation for workers performing live-in and overnight shifts.

~~The parties shall meet within three months of ratification of the collective agreement to commence discussions, and shall develop their recommendations within a further three months. Should the Health Authorities adopt the recommendations, they will be implemented on date(s) to be determined by the parties.~~

MEMORANDUM OF AGREEMENT #17**Re: Implementation of Article 15**

To ensure the successful implementation of the new scheduling language in Article 15 (Hours of Work and Scheduling Community Health Workers), the parties agree to the following:

- (1) — Discussions will initially take place at the local level to resolve any issues arising out of the implementation of the new scheduling language.
- (2) — Should the local parties be unable to resolve the issues(s), the issues shall be referred to HEABC and the CBA.
- (3) — HEABC and CBA will attempt to resolve the issue informally.
- (4) — Should a meeting be necessary, HEABC and the CBA will meet to discuss the matter.

MEMORANDUM OF AGREEMENT #22**Re: Seniority**

Pursuant to Article 7.4 (Community Health Joint Committee), the HEABC and the CBA agree to meet within 30 days of ratification to plan for standardization of seniority.

The objective of the meetings is to develop a mechanism for implementing a common approach to seniority calculation for casual and regular employees recognizing that different employers and different unions within the CBA calculate seniority differently.

The intention of the parties is to develop a standard approach to the calculation of employee seniority that is cost neutral to employers.

The parties agree that this matter will be conclusively settle within 120 days of ratification. If not, this matter will be referred to Joan Gordon for arbitration who will decide the matter based on the principles above.

MEMORANDUM OF AGREEMENT #28**Re: Modified Hours of Work Agreements — Article 15****1. Existing Modified Hours of Work Agreements:**

The HEABC and CBA will compile and confirm all existing modified hours of work schedules in effect as of the date of ratification of this agreement. This information will be compiled by May 18, 2013.

2. New Modified Hours of Work Arrangements:

New modified hours of work arrangements may be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include the details of the agreed schedule.

Note: Item 2. moved to Article 15 as new Clause 15.17.

LETTER OF UNDERSTANDING #1
Re: Non-Standard Work Schedules

In an effort to identify all unique scheduling arrangements, the parties agree to compile and exchange information on all non-standard work schedules which have been maintained by virtue of Article 14.2(g) (Hours of Work) or Article 14.11 (Modified Hours of Work Arrangements). The parties will exchange such information prior to the expiry of the collective agreement.

LETTER OF UNDERSTANDING #4
Re: Community Health Joint Committee

The parties agree to refer to the 7.4 Community Health Joint Committee:

- (1) — Live In and Overnight Shifts (15.14).
- (2) — collective agreement Administrative Review for Affiliates Only.

LETTER OF UNDERSTANDING #5
Re: Online Resiliency Training

June 11, 2018

Mr. Brent Camilleri
Spokesperson,
Community Bargaining Association (CBA)

Dear Mr. Camilleri,

Re: Online Resiliency Training

HEABC recognizes the importance of strengthening the skills and capacities of employees to manage life challenges, workplace stressors, and incidents at work so that they can strive towards maintaining a positive state of mental health and wellness as challenges arise. In other words, HEABC recognizes the importance of equipping employees with the tools and skills to support resiliency.

In order to support the resiliency skills of CBA members, HEABC commits to providing Online Resiliency Training ("ORT"). In support of this initiative, HEABC will provide an amount of \$100,000 between April 1, 2019 and March 31, 2020 expenses related to curriculum and platform development; compensation for consultant services, as necessary; and any other reasonable expenses necessary to the development and implementation of the training. After April 1, 2020 an annual amount of \$50,000 will be provided for the ongoing evolution, management and sustainability of the ORT.

HEABC will be responsible for the development and the delivery of the training, however HEABC will meet with the CBA within 180 days of ratification of the Collective Agreement for the purposes of consulting with the CBA about the development and content of the ORT. HEABC will also consult with

the CBA to develop methods to measure efficacy including the reduction of mental health related absences.

Additionally, the ORT will:

- Be housed in the Learning Hub as a central point of access. In situations where any Affiliate employers do not have access to the Learning Hub, HEABC will provide access to the training on its website;
- Be a ready-made set of lessons/modules designed to teach or strengthen skills and capacities for workers to manage life challenges, workplaces stressors, and incidents at work so as to maintain mental wellbeing;
- Be an offering from HEABC to CBA members. It is not intended to be mandatory, but rather to be taken at the option of an employee. If any employer requires employees take the ORT, such a requirements shall be made in accordance with all relevant terms of the collective agreement, including Article 19 – Education Leave. In such situations, Employers will have the flexibility to deliver the training in a manner that they choose.

Finally, HEABC will have the option to offer this training to employees within other bargaining associations within the health sector.

Yours truly,

Courtney Radford

Strategic Negotiations Lead

HEALTH EMPLOYERS ASSOCIATION OF BC