E & O.E. Without Prejudice

Memorandum of Agreement

Between

Health Employers of British Columbia
On behalf of the Vancouver Coastal Health Authority (VCH)

AND

Facilities Subsector Bargaining Association (FBA)

Re: Consolidation of Seniority Lists

VCH is one of Canada's largest healthcare service providers, serving more than a million people in the geographic areas encompassing Richmond, Vancouver, North Shore and Coast Garibaldi. VCH delivers these services in acute care hospital sites through to community-based-care in residential, home health, mental health and public health work settings.

Pursuant to Section 54 of the Labour Relations Code, VCH and FBA have reached a Consolidation of Seniority Lists Agreement that is intended to:

- Provide employees with greater employment and career opportunities via posting "regular", "temporary" and "multi work location" vacancies across all VCH locations; and,
- Enable VCH system redesign (e.g. regional programs and services) in a seamless manner.

The Memorandum of Agreement will apply to all VCH employees represented under the FBA Collective Agreement.

The VCH, as the successor employer to the previous VCH employers listed in Appendix 1 of this Agreement, and the FBA agree to the following process and terms for achievement of one seniority unit for all VCH employees represented under the FBA Collective Agreement.

Terms

1) **Seniority Dovetailed**

a) The individual seniority lists for all VCH work locations shall become merged into one new FBA single seniority list covering all employees under the Collective Agreement. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations provided that the seniority accumulated does not exceed full-time equivalency which would have been accrued in any one (1) calendar year. Dovetailing means placing employees on a list in descending order of seniority;

b) Employees shall receive (payroll) information utilized to create adjusted seniority date/hours. The FBA will also be provided with this information;

c) The work locations (see Appendix I) together shall constitute a single VCH worksite for the purposes of the application of the Collective Agreement except as amended by this Memorandum of Agreement. Each Union shall continue to represent the positions it currently represents at each work location;

2) **Vacancy Posting**

a) Vacancies will be posted at all work locations across VCH and all employees shall be entitled to apply at the same time. Postings shall specify the work location.

b) Where the vacancy is a multi-work location position, the posting shall specify "home work location" and additional details regarding which work locations that position will cover.

c) Employees will not be eligible for relocation expenses where they post or access work across work locations. Any employee required to travel to another work location during the course of their workday will be entitled to reimbursement for such travel costs pursuant to the Collective Agreement and related policies.

d) VCH may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings. Where VCH utilizes electronic job postings only, a copy of each new electronic job posting for each work location shall be forwarded to the appropriate Union and Local for that site, either electronically or on paper, whichever is appropriate to the circumstances. Employees will have reasonable access and training for the use of electronic posting information and employment application systems.

e) Where VCH intends to amalgamate services that are provided at more than one work location, the parties will meet and review the impact of this change on the employees and their rights under the Collective Agreement and this Memorandum.

3) **Bumping**

a) Displaced employees shall exercise their right to bump first at their work location and where there are no "comparable" bump options within the above, they shall be eligible to select bump options across the VCH seniority unit.

4) **Employee Status**

a) Each employee shall be restricted to one status: regular full-time, regular part-time or casual;

b) Casual employees and regular part-time employees who wish to access work through the casual addendum may register to work at a second work location, by registering on the department list, subject to:

- possessing required qualifications, and;
- an operational need to increase the number of employees on the department casual list.

c) VCH reserves the right to create single Department casual list(s) that covers two or more work locations under Appendix "1"

d) Casual employees and regular part-time employees currently registered to work in multiple work locations at the time of implementation of this Agreement shall retain their registration at the applicable work location(s);

e) Employees who have regular status at one work location and have casual status at a different work location shall inform VCH no later than 60 days prior to the implementation of this Agreement of which status they wish to retain and, subsequently, which they wish to relinquish.

5) **Seniority and Benefits**

a) Employees will retain all related benefit entitlements, including but not limited to vacation, special leave, sick leave and service for severance entitlement, subject to not exceeding the entitlement that would accrue to a full-time equivalent per year.

b) Employees who have multiple benefit entitlement dates will retain their most favorable entitlement on record. The intent is not to provide employees with benefits that exceed their current entitlements on record.

c) Employees who work in multiple regular positions shall receive the aggregate total of banks not to exceed the maximum in the Collective Agreement except

for vacation as outlined herein. Employees in multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan. If employees who work in multiple regular positions have more than a full-time vacation credit at the time of aggregating benefits, such vacation credits over the full-time equivalent, shall, at the option of the employee, be either paid out or scheduled as paid vacation on a one-time-only basis.

d) Employees' who work in multiple work location(s) shall be paid and accrue benefits and seniority based on all hours worked across VCH. Employees shall not accrue seniority or benefits that exceed 1.0 FTE per annum.

e) Employees upon request shall have access to their personnel files at their work location.

6) **Committees**

a) All current worksite committees established pursuant to the Collective Agreement and/or applicable legislation/ regulations shall continue to operate on a work-location basis. This includes, but not limited to, Labour Management and Occupational Health and Safety Committees.

b) Either party may call a meeting to review the administration of this Agreement.

c) Union representation as provided under the Collective Agreement will continue to apply to work locations as they applied prior to the consolidation.

IMPLEMENTATION

a) Transition Process – Step One & Step Two

i) The first step of the implementation process will commence no later then December 31, 2006. This date is subject to change due to unforeseeable system difficulties, at which time the parties will meet to discuss an alternative implementation date. .

For the purposes of transition Step One only, employees will not have their paid hours at multiple work locations combined for overtime calculation purposes. Overtime provisions shall continue to apply to work performed inclusive of a work location. At the completion of Step One of this Memorandum this clause shall expire.

ii)The second step of implementation will commence at either the implementation of the new VCH integrated electronic scheduling system, or two (2) years from the date in Step One (i) above, whichever date is earliest.

If, at the date of implementing Step Two, an employee possesses positions at multiple-work locations, whose aggregate hours exceed one

(1) full-time equivalent, the employee shall elect to relinquish position(s) until the aggregate hours required to perform the multiple-site positions equal or are less than one (1) full-time equivalent. Positions chosen by the employee to be relinquished shall be subsequently posted as per the Collective Agreement and this Memorandum.

b) The parties will adopt their own ratification processes and such processes will be without prejudice basis and subject to ll parties preserving their legal rights.

c) VCH will provide a reasonable amount of Employer-paid Union leave for stewards to facilitate the implementation of this Agreement at all locations. Copies of this Agreement shall be made available to employees and management.

d) The FBA and HEABC (on behalf of VCH) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated Facilities Certification.

e) Any dispute arising out of the interpretation or implementation of this Agreement, which cannot be resolved by the parties, shall be referred to expedited arbitration per article 10.

FBA COLLECTIVE AGREEMENT

a) Subject only to variations specified in this Agreement, the FBA Collective Agreement will apply and prevail. This Agreement shall not be used to interpret any aspect of the FBA Collective Agreement, and is only implemented for the purposes of applying that Agreement to a VCH-wide seniority unit, nor shall it be referred to for any other purposes. Where there are future changes to the FBA Collective Agreement that affect this Agreement, the parties will meet and review necessary changes to this Agreement.

b) This Agreement is on a "without prejudice/reference" basis to other Health Authorities.

SIGNATURES FOR:

Facilities Bargaining Association

Judy Darcy

Aug. 9/05
FBA/Date

Health Employers Association of BC

Aug 4/05
HEABC/Date

Wayne Baldwin July 29, 2005
Vancouver Coastal Health/Date

Appendix 1
Vancouver Coastal Health – Facilities Bargaining Association

Work Location/ Municipality	Union
Cedarview Lodge (North Vancouver)	HEU
Dogwood Lodge (Vancouver)	HEU
G.F. Strong Rehabilitation (Vancouver)	HEU
Vancouver Hospital 12th and Oak Pavilions/Vancouver Hospital	HEU IUOE
UBC Pavilions (Vancouver)	HEU IUOE
George Pearson Centre (Vancouver)	BCGEU
Kiwanis Care Centre (North Vancouver)	HEU
Lions Gate Hospital (North Vancouver)	HEU IUOE
Pemberton Health Centre	HEU
Powell River General Hospital	HEU
Richmond Hospital	HEU IUOE
Minoru Residence(Richmond)	HEU
Richmond Lions Manor	HEU
Shorncliffe (Sechelt)	HEU
Squamish General Hospital/Hilltop House	HEU
St. Mary's Hospital (Sechelt)	HEU
Olive Devaud (Powell River)	HEU
Kiwanis Lodge (Gibsons)	HEU
Tilbury Laundry (Delta)	HEU

Any new work locations established by the VCHA to which current FBA employees are transferred within the transition period of this agreement shall be deemed as included in this Appendix.

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