



**2019-2022**

**Health Services & Support Facilities Subsector  
Collective Agreement  
Summary of Changes**

December 2018

*The information in this document has been prepared for the use of HEABC members until the complete 2019-2022 Health Services & Support – Facilities Subsector Collective Agreement is published. This summary is not to be considered legal or other advice. Every effort has been made to ensure it is accurate; however, HEABC is not responsible for errors and omissions. Members are advised to contact their HEABC Labour Relations Consultant or Legal Counsel with any questions.*

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**PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Facilities Bargaining Association (FBA) on December 1, 2018. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect April 1, 2019.

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

**TERM**

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

## **WAGES**

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

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

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

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

### **Evening Shift Premium**

Effective the first pay period after April 1, 2019, an increase of \$0.25 per hour

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

### **Night Shift Premium**

Effective the first pay period after April 1, 2020, an increase of \$0.25 per hour

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

### **Weekend Shift Premium**

Effective the first pay period after April 1, 2020, an increase of \$0.25 per hour

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

### **On-call Differential**

Effective the first pay period after April 1, 2019, an increase of \$0.30

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

### **Grid Consolidation**

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

Effective the first pay period after April 1, 2020, grid 9 is moved to grid 10

### **Isolation Allowance**

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

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



**LETTER OF UNDERSTANDING  
RE: PUBLIC SECTOR GENERAL WAGE INCREASES**

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

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

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

**SPECIAL LEAVE**

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

**EDUCATION FUND**

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

### **MATERNITY AND PARENTAL LEAVE**

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

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

## **ARTICLE 2 – DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **(a) Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

#### **(b) Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

#### **(c) Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the “Addendum - Casual Employees”.

#### **(d) Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

### **2.02 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year. This definition shall apply to the following sections of the Agreement:

Article 29 - Compassionate Leave

Article 30 - Special Leave

Article 38.01 - Medical Plan

Article 38.02 - Dental Plan

Article 38.03 - Extended Health Care Plan

### **2.03 Employer**

“Employer” means the corporation, society, person(s), organization, facility, agency or centre (represented by the Health Employers Association of B.C.) as listed in the appendix attached to the consolidated certifications issued by the Labour Relations Board to the Facilities Subsector Unions.

**2.04 Bargaining Unit Defined**

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
1. by mutual agreement between the parties; or
  2. by virtue of a decision by the Labour Relations Board of British Columbia
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 90 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

## **ARTICLE 5 – UNION RECOGNITION AND RIGHTS**

### **5.03 Union Check-Off**

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

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

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

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

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

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

### **5.12 Shop Steward Representation**

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

### **5.13 Multi-Employer Work Sites**

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

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

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.09 Industry Troubleshooter**

#### **9.09.01 Issues Referred to Troubleshooter**

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

#### **9.09.02 Roster**

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

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

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

#### **9.09.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

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

#### **9.09.04 Agreed to Statement of Facts**

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



## **ARTICLE 10 – EXPEDITED ARBITRATION**

### **10.01 Roster**

The following expedited arbitrators are appointed under the collective agreement:

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

### **10.02 Expedited Arbitrations**

#### **10.02.01 Issues for Expedited Arbitration**

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

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

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

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

## **ARTICLE 16 – JOB POSTINGS AND APPLICATIONS**

### **16.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.

### **16.05 Special Project Vacancies**

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

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

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

## ARTICLE 17 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

### 17.01 Technological Change

#### 17.01.01 Preamble [unchanged]

#### 17.01.02 Leadership Consultation

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

#### 17.01.03 Consultation Process - Restructuring and Return of Service

1. The Employer shall consult the Union(s) when it proposes to introduce a restructuring initiative as soon as possible and not less than ninety (90) calendar days before the initiative may be implemented (except where an emergency exists). A restructuring initiative includes an initiative which affects a significant number of employees at a unit or site level in accordance with section 54 of the *Labour Relations Code* and includes a significant change in plant or equipment, method of operation or change in FTEs, classifications, site or Employer.
2. The Employer will provide the Union(s) with a detailed description and relevant documentation of the proposed restructuring initiative. The Union(s) may request additional information to inform the discussions regarding alternatives and options for affected employees.
3. Confidentiality will be needed until such time as the Employer is prepared to announce the restructuring initiative. However, with notice, either party may publicly disclose both that consultations as to proposed restructuring initiatives have occurred and the Employer's intentions as stated in the consultations.<sup>1</sup>
4. The Union has the ability to discuss impacts, alternatives and options with the affected employees on a confidential basis.
5. After commencement of the consultation process, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed restructuring initiative

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<sup>1</sup> See the award in *HEABC (Malaspina Gardens)*, [2012] BCCA AAA No. 123 (Korbin)

- and/or options for impacted employees. Employers will give good faith consideration to any alternatives advanced by the Union, including return of service. In addition to any other options proposed by the Union, the Employer, at its discretion, may consider early retirement incentives, or voluntary recognition of the Union.
6. During the consultation process, the Employer shall not lay off impacted employees, however, where the parties are aware that displacement(s) are likely to occur, notice pursuant to Article 17.06.01 may run concurrently with the consultation process. Displacement options meetings cannot occur until the conclusion of the consultation process.
  7. Where the restructuring initiative involves consolidating or relocating a service between sites within the same Employer, the Employer shall provide one hundred-twenty (120) calendar days' notice. A regular employee required to relocate to another worksite may decline the transfer and elect to receive displacement notice if the employee has a practical reason not to work at the new site.
  8. Where a restructuring initiative would apply to two (2) or more Employers covered by this Collective Agreement, or where services are consolidated and transferred between Employers, the matter shall be referred to the joint HEABC-FBA Alternate Service Delivery Committee (the "Committee") as soon as the restructuring initiative is proposed, and not less than one hundred twenty (120) calendar days before the proposed initiative may be implemented.
    - a) The Committee will be comprised of four (4) representatives appointed by the FBA and four (4) representatives appointed by HEABC. The Committee may also bring in a reasonable number of subject matter experts in the work performed and/or the proposed restructuring initiative, as required. Where a restructuring initiative impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations.
    - b) The Committee will be the forum for the discussion of alternatives to the proposed restructuring initiative and /or the options for impacted employees, including posting across Employers in the event additional consolidated services are transferred to another Employer. HEABC will give good faith consideration to the alternatives advanced by the FBA.
    - c) HEABC and the FBA will each pay their own expenses for their respective Committee members. Employees who are members of the Committee shall be granted leave without loss of pay or shall receive straight-time, regular wages while attending Committee meetings.
  9. The process described in this article establishes the specific process of consultation and adjustment contemplated by Section 54 of the *Labour Relations Code* and satisfies the requirements of this Section of the *Labour Relations Code* for the purposes of the Employer's restructuring initiative.
  10. Once the Employer makes a decision under the process set out in this provision, the FBA will

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

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

## **17.02 Job Training [unchanged]**

## **17.03 Displacement and Employment Security**

### **Definition of Displacement**

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

[Add Article 17.03 new paragraphs:]

### **17.03.01 Options for Displaced Regular Employees**

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

- I. Opportunity to select a vacancy, including those created as a result of an Employer canvass of employees willing to voluntarily sever their employment. Where such departure will result in the retention of an employee who would otherwise be laid off, (the employee who voluntarily severs their employment is entitled to severance as set out in Article 43.02 and 43.03). The Employer, after consultation with the Union, will retain the discretion to determine the scope of the canvass.
2. Posting pursuant to Article 16.03.
3. Bumping pursuant to Article 17.04.

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

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

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

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

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

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

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

4. A regular employee who has no option under 1, 2, or 3, above, shall be entitled to apply for an unfilled regular on-going vacancy across any Health Authority/PHC or Health Sector Employer.
  - a) Benefits: a laid-off regular employee who successfully posts into a regular on-going vacancy will be entitled to coverage under the medical, dental, and extended health care plans effective the first day of the month following employment.
  - b) Relocation Expenses: an employee who accepts a regular on-going position in the Health Sector in a location that is more than fifty (50) kilometres from his/her previous worksite and who chooses to relocate will be entitled to relocation expenses of five hundred dollars (\$500) for a move of up to two hundred and forty (240) kilometres and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometres. Relocation expenses must be claimed from his/her former Employer within six (6) months of the start date of the regular position and must be supported by receipts.
  
5. Register for work under the Addendum - Casual Employees on one casual list in any Health Authority/PHC or Health Sector Employer provided the employee is qualified to perform and capable of performing the work.
  - a) An employee who registers under the Addendum – Casual Employees shall be eligible to apply for regular on-going vacancies.
  - b) A laid-off regular employee who registers for work under the Addendum – Casual Employees has the option to enroll in the health and welfare benefit plans as per Section 14 of the Addendum without having to work one hundred and eighty (180) hours.

c) In addition, a laid-off regular employee who registers for work under the Addendum – Casual Employees will be entitled to access the benefits set out in Section 15 of the Addendum at the Health Authority/PHC or Health Sector Employer.

6. Access to retraining pursuant to Appendix XX

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

7. Enhanced Severance Allowance

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

a) An Enhanced Severance Allowance shall be paid to each regular employee who is displaced due to a restructuring initiative, with no other option but to relocate more than 50 km from their current worksite for regular ongoing employment. The Enhanced Severance Allowance will be based on the exact same formula and process as the Severance Fund established in the May 2, 2004 Memorandum of Agreement as outlined in the November 26, 2004 agreement letter from the FBA to HEABC as set out below:

Less than 1 year of service \$3,500  
Between 1 and 4 years of service \$11,000  
Between 5 and 14 years of service \$13,000  
Between 15 and 24 years of service \$15,000  
Between 25 and 29 years of service \$16,000  
30 years of service and over \$17,000

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

**17.03.02 Options for Casual Employees**

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

### **17.03.03      General Provisions**

1. Port Service & Seniority: a laid-off regular employee who successfully posts into a regular on-going vacancy, or registers for work under the Addendum – Casual Employees prior to the expiry of their recall period under the process in this article shall port her/his service and seniority to the receiving Employer. The ability to port is not available to an employee who receives an Enhanced Severance Allowance under paragraph 7, above.
  
2. Re-employment with Previous Health Sector Employer: a regular employee laid off as a direct result of a restructuring initiative, who successfully applies on a posting for a regular on-going position at his/her previous Health Sector Employer within one (1) year from the effective date of the end of the recall period will have his/her previous health sector service and seniority restored. If the employee received a Severance Allowance or elected to waive the recall period to receive Severance Allowance, Article 43.02 (c) of the Facilities Subsector Collective Agreement will continue to apply. This provision will not apply to an employee who has ported service and seniority to another Health Sector Employer within one (1) year from the effective date of the end of the recall period.
  
3. Reimbursement of Educational or Re-Training Costs: regular employees who are issued displacement notice on or after April 1, 2010 and laid off as a result of a restructuring initiative, may apply to their Employer for reimbursement of educational or re-training costs, subject to the following conditions:
  - a) Reimbursement will be provided for the costs of courses incurred at an educational institution up to a maximum of \$1,000 (pro-rated for regular part-time employees based on their full-time equivalent);
  
  - b) Reimbursement will be provided upon presentation of receipts submitted before the expiry of the employee's Collective Agreement recall period; and
  
  - c) Regular employees who are laid off and who request to be added to one casual list within the Health Authority (as per paragraph 2 (b) above) are not eligible for these funds.

### **17.03.04      Transfer of Services**

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

#### Notice

2. The Employer that intends to transfer services ("the sending Employer") and the Employer intended to deliver the services in the future ("the receiving Employer") will provide the Union with Section 54 notice under the *Labour Relations Code* at least one-hundred twenty (120) calendar days prior to the planned transfer of the Union's members.



3. During this 120 day period, the receiving and sending Employers will provide the Union with an opportunity to discuss and be consulted on the proposed change and its impact on affected employees and to consider the Union's proposals to manage the impact of the transfer on employees. The receiving Employer will take the lead on behalf of the Employers during the consultation process.
4. During this 120 day period, the receiving and sending Employers will provide the Union with relevant information sufficient to enable an informed labour adjustment discussion of the proposed change.

Transfer Agreement and Labour Adjustment Plan

5. The receiving and sending Employers and the Union will work in good faith to develop a transfer agreement and labour adjustment plan respecting the transfer of employees.
6. All transfers will be consistent with the following terms:
  - a) Pay and Benefits: transfers will be seamless with no interruption in pay and benefits;
  - b) Service Portability: an employee transferred from the sending Employer to the receiving Employer will port her/his service and service-related banks to the receiving Employer;
  - c) Seniority & Postings:
    - (i) A transferred employee will port her/his seniority to the receiving Employer and thereafter will accumulate seniority and service with that Employer.
    - (ii) Transferred employees may use their seniority ported and accumulated with the receiving Employer to access employment opportunities at the receiving Employer, per the collective agreement.
    - (iii) Transferred employees will also retain their seniority hours with the sending Employer accumulated at the time of transfer.
    - (iv) Transferred employees may use their seniority retained and accumulated with the sending Employer to access employment opportunities at the sending Employer, per the collective agreement.
    - (v) If an employee has not secured a regular position with the sending Employer or regularly worked as a casual with the sending Employer in the five (5) years following the transfer of the employee, their employment rights with the sending Employer will cease.
    - (vi) The onus is on the transferred employee to identify employment opportunities with the sending Employer. Wherever possible, employees will be able to view electronic postings.

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

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

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

**[Standard Template Transfer Agreement (Insert the agreement and addendum)]**

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

**17.04 Bumping [No change]**

**17.05 Notice of Displacement [No change]**

**17.06 Layoff Notice [No change]**

**17.07 Contracting Out**

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

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

**17.08 Return of Service, Trades & Maintenance Work**

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

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

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

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

## **ARTICLE 21 – OVERTIME**

### **21.12 Assignment of Overtime**

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

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

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

For Affiliate Employers, where overtime is unanticipated (less than 24 hours in advance), overtime shall be offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the Employer ~~may~~ **will** offer the overtime by seniority to eligible employees. ~~any available and qualified employee.~~

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

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

**ARTICLE 28 – VACATIONS**

**28.01 Vacation Entitlement**

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

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

- 1 year's continuous service - ~~1820~~ work days' vacation
- 2 years' continuous service - ~~1820~~ work days' vacation
- 3 years' continuous service - ~~1820~~ work days' vacation
- 4 years' continuous service - ~~1820~~ work days' vacation
- 5 years' continuous service - ~~1821~~ work days' vacation
- 6 years' continuous service - ~~2022~~ work days' vacation
- 7 years' continuous service - ~~2123~~ work days' vacation
- 8 years' continuous service - ~~2224~~ work days' vacation
- 9 years' continuous service - ~~2325~~ work days' vacation
- 10 years' continuous service - ~~2426~~ work days' vacation
- 11 years' continuous service - ~~2527~~ work days' vacation
- 12 years' continuous service - ~~2628~~ work days' vacation
- 13 years' continuous service - ~~2729~~ work days' vacation
- 14 years' continuous service - ~~2830~~ work days' vacation
- 15 years' continuous service - ~~2931~~ work days' vacation
- 16 years' continuous service - ~~3032~~ work days' vacation
- 17 years' continuous service - ~~3133~~ work days' vacation
- 18 years' continuous service - ~~3234~~ work days' vacation
- 19 years' continuous service - ~~3335~~ work days' vacation
- 20 years' continuous service - ~~3436~~ work days' vacation
- 21 years' continuous service - ~~3537~~ work days' vacation
- 22 years' continuous service - ~~3638~~ work days' vacation
- 23 years' continuous service - ~~3739~~ work days' vacation
- 24 years' continuous service - ~~3840~~ work days' vacation
- 25 years' continuous service - ~~3941~~ work days' vacation
- 26 years' continuous service - ~~4042~~ work days' vacation
- 27 years' continuous service - ~~4143~~ work days' vacation
- 28 years' continuous service - ~~4244~~ work days' vacation
- 29 years' continuous service - 4345 work days' vacation

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

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

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

### **28.02 Supplementary Vacations**

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

### **28.03 Vacation Period**

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

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

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

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

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

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

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

**ARTICLE 29 – COMPASSIONATE LEAVE**

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

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

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

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



## ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

### 37.01 Occupational Health and Safety Committee

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

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

### 37.02 Aggressive Patients/Residents

(c) Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature including code whites. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

### 37.02 Aggressive Patients/Residents

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

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

## **ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY**

### **37.07 Employee Workload**

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

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

### **37.08 Regional Workload Committee**

1. For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in the a discussion contemplated by this Memorandum of Agreement regarding workload issues. The parties can schedule two (2) additional meetings per year if there is mutual agreement such additional meetings are necessary. ~~The parties will meet for the first time within one hundred and twenty (120) days of the ratification of the renewal Facilities Subsector Collective Agreement.~~
2. The parties agree that for the purposes of the discussion ~~contemplated by this Memorandum of Agreement~~ regarding workload issues, they will have equal representation not to exceed four (4) representatives per party.
3. In order to facilitate the above discussion, the Employer shall provide to the Union(s) the following data on May 31 and November 30+ of each year:
  - Hours worked in the previous year;
  - The number of unfilled vacancies in the previous year;
  - Overtime hours worked by classification in the previous year;

- Sick leave hours in the previous year;
- FTEs by classification;
- The number and status of referrals under Article 37.01 (c);
- Number of full-time, part-time, and casual employees by classification;
- Staff separation of employment by classification;
- The number of project or term certain positions in the previous year;
- The number of workload hours called out under the Casual Addendum, Section I, subsection 9 and the areas where these hours were worked;
- The number of float positions created under Article 16.11 or Article 28.03 and;
- Relevant census data.

The Employer will provide the above data at a cost centre level where applicable and where possible.

4. Employers are not required to create administrative systems in order to generate the above data. Employers will provide the data listed above in an electronic and sortable format.
5. The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to the meeting. ~~called under this Memorandum of Agreement.~~

## ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

### **37.09 Bullying and Harassment**

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

### **37.11 Ergonomics**

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

### **37.12 Data**

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

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

## ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

### **37.XX Psychological Health and Safety**

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

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

### **37.XX Sexual and Domestic Violence**

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

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

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

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

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

## **ARTICLE 48 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

### **48.06 Pay Days**

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

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

**ADDENDUM – MAINTENANCE AGREEMENT AND CLASSIFICATION MANUAL**

**11) Expedited Classification Appeals**

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

- (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (3) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.
- (4) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- (6) Outstanding classification appeals shall be heard under this article by ~~Judi Korbin, Jean Gordon~~ Elaine Doyle, Julie Nichols, John Hall or John Kinzie. The decision of the Classification Referee shall be final and binding on both parties.
- (7) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.
- (8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

**LETTER OF INTENT – ARTICLE 45 CHILD CARE**

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



**MEMORANDUM OF AGREEMENT – KEYBOARDING, COMPUTER SOFTWARE AND  
MEDICAL TERMINOLOGY TESTING**

Where an employee has met a specific standard on a keyboarding, computer software, or medical terminology test, the results of that test will stand for a period of ~~twenty-four (24) months~~ four (4) years. Further, where an employee is working in a position requiring a specific standard of keyboarding speed, computer software, or medical terminology the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.

**LETTER OF AGREEMENT – DATA REQUIREMENTS**

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

**MEMORANDUM OF AGREEMENT RE: BEST PRACTICE TOOLS TO RESPOND TO  
WORKLOAD**

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

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

## **MEMORANDUM OF AGREEMENT (NEW) RE: BILL 47 WORKING GROUP**

### **Agreement among HEABC, FBA and the Government of British Columbia**

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

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

#### THEREFORE,

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

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

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

2. The Health Authority/PHC will meet with the union as early as possible but not less than 120 days prior to the termination, retendering or renewal of currently contracted services that were contracted out after January 29, 2002 and were previously performed by Facilities Subsector employees. The purpose of discussions will be to assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established pursuant to S. 1 above.

3. Once annually, in consultation with the Union, the Health Authority/PHC shall review all work contracted out since January 29, 2002 that was previously performed by Facilities Subsector employees and is currently performed by contractors and has not been discussed per S. 2 above. The purpose of the review is to proactively identify opportunities and assess the

practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established pursuant to S. 1 above.

4. Return of Service: If a Health Sector Employer returns a service for direct delivery that was contracted out, employees of the contractor will:
- a) be offered employment by the Health Sector Employer subject to availability of positions; and
  - b) where the former employee accepts the offer, he/she will have previous-Health Sector service and seniority recognized and continuous seniority with the contractor(s) recognized; and
  - c) where an employee of the contractor(s) who was not a former employee accepts the offer, the Health Sector Employer will recognize the employee's continuous seniority with the contractor(s).

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

## MEMORANDUM OF AGREEMENT (NEW) – RECRUITMENT AND RETENTION COMMITTEE

**Re: FBA Provincial Recruitment and Retention**

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

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

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

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

To that end, the Working Group will:

- develop terms of reference including a process for an alternating chair;
- gather all necessary data and information in advance of the Working Group’s meetings;
- engage and consult stakeholders;
- collect, review and analyze labour force data to benchmark the current state of the workforce, and identify current gaps in under-represented workers;
- identify barriers for under-represented groups;
- recommend a framework and action plan for diversity, equity and inclusion in healthcare work places;
- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for the MOH identified professions, including Health Care Aides, Recreation Aides and Activity Aides as well as other occupations covered by the FBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

## **MEMORANDUM OF AGREEMENT (NEW) RE: JOINT RETRAINING FUND**

### **Agreement among HEABC, FBA and the Government of British Columbia**

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

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

**MEMORANDUM OF AGREEMENT (NEW) RE: MUSCULOSKELETAL INJURY (MSI)  
PREVENTION PROJECT: FOUR (4) PRIORITY SITES**

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

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

To this effect, by April 1, 2019, the parties will strike a steering committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Project Steering Committee”). The Project Steering committee, through a data analysis process, will jointly choose four (4) pilot sites to assess ergonomic concerns, create individualized interventions, and evaluate their outcomes. If sufficient funds are available after the four (4) projects are completed, the parties may consider additional sites.

The importance of the topic and the significant resources dedicated to this project require meaningful collaboration between all parties through shared governance, thoughtful planning, including extensive staff engagement, transparent implementation, and thorough evaluation.

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

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

Funds will be released by the Ministry, based on completion of a Ministry approved project plan. Similar to all funding commitments made by the Ministry, the commitment in this letter is subject to appropriation by the Legislature of the required monies on an annual basis as required under s.21 of the *Financial Administration Act*.



## MEMORANDUM OF AGREEMENT (NEW) – OHS ENTITY

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

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

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

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

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

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

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

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

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

### **MEMORANDUM OF AGREEMENT (NEW) RE: PREVENTION STEWARDS**

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

The Prevention Stewards are intended to:

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

**MEMORANDUM OF AGREEMENT (NEW) – REGIONAL JOINT OHS, PHS,  
& VIOLENCE PREVENTION COMMITTEES**

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

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

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

**MEMORANDUM OF AGREEMENT (NEW) –  
REGIONAL VIOLENCE PREVENTION COMMITTEE**

**Re: Addressing Violence in the Health Workplace**

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

**Violence Prevention Program**

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

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

**MEMORANDUM OF UNDERSTANDING (NEW) RE: CLASSIFICATION  
BENCHMARK REVIEW**

Re: Classification - Benchmark Review

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

Information Technology

MDR

Laboratory

Pharmacy Assistants

Buyers

Rehab Assistants

Trades and Maintenance

This review will include:

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

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

**MEMORANDUM OF AGREEMENT (NEW) – FTE COMMITMENT**

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

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

The calculation will be

	<u>Total FBA straight-time paid hours in HSCIS for calendar 2021</u>
<u>Subtract</u>	<u>Total FBA straight-time paid hours in HSCIS for calendar 2017</u>
	<u>-----</u>
	<u>Change in FBA straight-time paid hours</u>

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