

Comprehensive Report

HOSPITAL EMPLOYEES' UNION,
B.C. HEALTH SERVICES
DIVISION OF CUPE

B.C. GOVERNMENT AND
SERVICE EMPLOYEES' UNION

INTERNATIONAL UNION OF
OPERATING ENGINEERS

CONSTRUCTION AND
SPECIALIZED WORKERS'
UNION, LOCAL 1611

INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL 230

UNITED STEELWORKERS
OF AMERICA, LOCAL 9705

BC NURSES' UNION

UNITED BROTHERHOOD
OF CARPENTERS AND
JOINERS OF AMERICA,
LOCAL 1598

UNITED ASSOCIATION
OF JOURNEYMEN AND
APPRENTICES OF THE
PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED
STATES AND CANADA,
LOCAL 324

INTERNATIONAL UNION
OF PAINTERS AND ALLIED
TRADES, LOCAL 138

PULP, PAPER AND
WOODWORKERS
OF CANADA

TO THE MEMBERSHIP OF THE:

- Hospital Employees' Union
- B.C. Government and Service Employees' Union
- International Union of Operating Engineers
- Construction and Specialized Workers' Union, Local 1611
- International Brotherhood of Electrical Workers, Local 230
- United Steelworkers of America, Local 9705
- BC Nurses' Union
- United Brotherhood of Carpenters and Joiners of America, Local 1598
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 324
- United Union of Painters and Allied Trades, Local 138
- Pulp, Paper and Woodworkers of Canada

ON THE TENTATIVE AGREEMENT BETWEEN THE:

Health Services and Support Facilities
Subsector Bargaining Association of Unions

AND THE:

Health Employers
Association of BC



FEBRUARY 2010



HOSPITAL EMPLOYEES' UNION

BACKGROUND

Tentative agreement provides stability, protects wages and extended health benefits for members and families

In the face of compensation freeze and looming budget cuts, tentative facilities agreement addresses members' key objectives

On February 6, the multi-union Facilities Bargaining Association (FBA) representing 48,000 hospital and long-term care workers came to a tentative settlement with B.C.'s health employers for a two-year collective agreement.

With another round of health authority budget cuts looming, and a government compensation freeze in the public sector, HEU and the other FBA unions were able to achieve key bargaining priorities identified by members for this round.

This tentative agreement protects wages. It protects extended health care benefits. And it includes important new provisions that strengthen job security and expand opportunities for members affected by privatization, consolidation of services and by the new Health Authority Shared Services Organization (SSO).

In addition, the extended health plan was updated to provide members with increased vision care coverage, compensation increases targeted at specific occupations were secured, and an increment wage grid was established for LPNs.

Main Points

- Wages and extended benefits protected
- Vision care benefit increased by \$125
- Expanded options and protections for members affected by privatization, consolidation, SSO
- Health authority-wide seniority and expanded portability of seniority
- Members transferred to SSO stay in FBA
- Special adjustments for targeted jobs
- \$1.25 million for FBA Education Fund
- Joint Engagement Committee with senior government/health authority officials
- Vacation entitlement adjusted and extended health deductible updated
- LTD own-occupation provision changed to 19 months
- Provincial Executive is recommending that members vote yes to ratification

Under the agreement, HEU members transferred to the SSO will remain in the facilities subsector.

HEU's Provincial Executive and the Provincial Bargaining Committee are recommending that members vote yes to the tentative agreement.

The Hospital Employees' Union represents more than 90 per cent of the FBA membership. The chief negotiator for the unions during the talks was HEU secretary-business manager Judy Darcy.



“We were crystal clear with health employers that tough times are no excuse for inaction. By making creative and reasonable choices, we were able to make progress on our members’ key bargaining priorities,” says Darcy.

“This two-year agreement provides security and stability for members through a very difficult period of cuts and privatization in B.C.’s health care system.

“We did this while protecting wages and ensuring that extended health plan benefits – which are so critical to our members and their families – remained intact and sustainable.”

Bargaining Climate

This tentative agreement secures members’ wages and benefits and includes some significant advances despite a very difficult bargaining climate.

After the May 2009 provincial election, the government responded to the massive and predictable downturn in provincial revenues with deep cuts to health services and a two-year compensation freeze for the entire public sector.

They also directed health authorities to cut spending by consolidating services and transferring other services to the SSO.

Within days of the closing ceremonies of the winter Olympics, the Campbell government will table a new provincial budget that is expected to contain further bad news for health care, education and other public services.

Against this backdrop, about 700 HEU members participated in occupational conferences and the wage policy conference last fall to identify the union’s priorities for this round of bargaining.

Local representatives were clear about the members’ priorities for bargaining:

- Protect wages and safeguard extended health benefits.
- Protect jobs and expand options for members facing layoff.
- Obtain compensation improvements for a limited number of job classifications.

In December 2009, the FBA came to an agreement with the Health Employers Association of BC (HEABC) to begin early negotiations.

As part of this arrangement, the parties also agreed to limit the number of issues involved in the expedited negotiations.

On February 6, the parties reached a tentative two-year agreement. The Provincial Executive reviewed the agreement on February 7. The P.E. is recommending that the HEU membership vote yes to ratify the agreement.

Note

This comprehensive report provides an explanation and analysis of the major provisions of the tentative agreement.

Page references are to bargaining documents that can be found in the appendix to this report.

Safeguarding Benefits

A key priority in this round of bargaining was to protect the benefits that are so important to members and their families – especially in tough economic times when other family members may have lost their jobs and their benefits.

At the same time, health employers and government continue to press unions to make changes in benefit plans as a way to reduce costs.

So the challenge at the bargaining table was to ensure that members' access to the benefits remained intact – and sustainable for the future.

❖ EXTENDED HEALTH CARE PLAN

Extended health care plan benefits have been maintained and expanded. The annual deductible was updated for the first time in more than 40 years.

- The vision care benefit has been increased by \$125 – from \$225 per person every 24 months to \$350 per person every 24 months.
- The one-time annual deductible has been increased from \$25 to \$100, the first time the deductible has been changed since 1968.
- Coverage of the prescription drug dispensing fee capped at \$9, which falls within the rate charged by most B.C. pharmacists (*Appendix p. 2*).

To ensure that the extended benefits plan remains sustainable for the future, the unions have negotiated a Benefits Joint Working Group to study ways of improving the quality of benefits, while reducing growth in costs (*Appendix p. 4*).

The working group will review options including plan redesign, opportunities to share savings, reduction in inefficient use of benefits and benefits carrier alternatives. The group reports to the FBA and HEABC by September 30, 2010.

The parties have agreed to modify the language of the contract to allow for the possibility of an alternate benefits provider to the Health Benefits Trust, should such a development lead to plan improvements for members (*Appendix p. 5*).

❖ **LONG-TERM DISABILITY PLAN**

There's a high cost to workers and their families, and to the health care system, associated with absence due to illness and injury.

During collective bargaining, the unions and employers identified the need to develop a comprehensive approach to providing sick leave, long-term disability coverage and effective disability management.

An Enhanced Disability Management Joint Working Group with equal union and employer membership will work to develop a comprehensive approach to delivering services to affected members (*Appendix p. 7*).

The working group will look at on improvements that focus on intervention and prevention, and that are responsive to employees' needs.

The working group will also look at ways for employees to return to work at the earliest reasonable opportunity and will consider rehabilitation options that focus on training in the sector in the first instance, but also outside the sector.

The working group will also look at ways for shop stewards to be involved in the process of developing programs that ensure the best possible outcome for members on LTD.

Any cost savings will be applied to prevention initiatives, disability management and to health care services in general. The working group can also recommend collective agreement changes to be considered by the parties.

- As a cost-saving measure within the collective agreement, the parties have also agreed to change the "own occupation" period in the LTD Plan from 24 months to 19 months, effective April 1, 2010 (*Appendix p. 2*).
- This change **does not** affect current LTD recipients, or those who are currently in a waiting period.
- Sick banks, sick bank accumulation and payout are not changed.

Expanded Opportunities and Job Security

Under cover of a global economic meltdown that has affected provincial revenues, the provincial government directed B.C.'s health authorities to make a series of service cuts and to fast-track the transfer of services to the province-wide Health Authority Shared Services Organization (SSO).

In addition, health authorities in the Lower Mainland were directed to consolidate 27 different services, with employees from two or more health authorities being transferred to a single health authority. Most of these transfers are now in progress. This is often referred to as Lower Mainland Consolidation (or Integration).

Restructuring and privatization continue to destabilize our health care system and lead to uncertainty and anxiety for members.

As a priority at the bargaining table, union negotiators sought provisions that would expand protections and opportunities for members in the face of these ongoing pressures.

This agreement includes a number of very important provisions that will stabilize health care delivery and provide members with more security and expanded opportunities.

❖ **PORTABILITY AND CONSOLIDATION OF SENIORITY**

This agreement includes a major expansion in how members can use their seniority to explore new opportunities or to maintain employment in the face of restructuring or privatization.

Portability of Seniority

Under the tentative agreement, an employee who resigns their position voluntarily, and is re-employed within six months by the same employer or another employer covered by the facilities agreement, would be entitled to port all their seniority and related benefits (*Appendix p. 8*).

Until now, an employee would lose all their seniority.

This provision also applies to casual employees.

Consolidation of Seniority

In the face of consolidation and restructuring of services across regions, members often find their posting and bumping options limited to their local worksite.

Currently, members in some health service delivery areas have gained access to dovetailed seniority lists – and there is a common seniority list that has been in operation for several years for the Vancouver Coastal Health Authority and Providence Health Care.

The tentative agreement includes provisions that would implement one merged, dovetailed seniority list in each of the health authorities as well as in the new SSO (*Appendix pp. 9-14*).

Under the agreement, the process of creating the new dovetailed lists would be completed by December 31, 2010.

The process used to consolidate the lists is modeled on the experience of merging lists in the Vancouver Coastal Health Authority.

Here are the main principles that will be followed in dovetailing seniority lists across a health authority or the SSO.

- Paid hours at multiple work locations will not be combined for overtime calculation purposes until March 31, 2012.
- Effective the first pay period of January, 2011, vacancies will be posted at all work locations across a health authority or health care organization.
- All workers are entitled to apply at the same time for vacancies.
- Displaced workers can bump first at their work location and if there are no 'comparable' bump options, then bump into positions under the new merged seniority list for their health authority or health care organization.
- Each employee will end up with one status: regular full-time, regular part-time or casual.

Casuals and consolidation of seniority

- Casuals and regular part-time workers may register for casual work at a second location by registering on a department list if they are qualified and there is an operational need to increase the casual list.
- A casual list may be created for one department with multiple worksites.
- Casuals and regular part-time workers currently registered to work in multiple locations at the time of implementation of this agreement will keep their registration at those work locations.
- Workers with regular status at one work location and casual status at another may have only one status in the future. They will have to tell their health authority or health care organization which status they want to retain (and which they will give up) within 60 days of the first pay period of January 2011.

Benefits and consolidation of seniority

- Employees will keep all related benefits but entitlements can't exceed what would accrue for a full-time equivalent (FTE) position per year. Employees will keep the most favourable entitlement date on record if they have more than one.
- Employees working in multiple regular positions will receive the aggregate total of banks but not more than the maximum allowed under the collective agreement, except for vacation in some cases (*see next bullet*).
- Employees with multiple regular positions with more than a full-time vacation credit will be paid out or scheduled to take paid vacation for additional time on a one-time-only basis.
- Employees with multiple benefit plans will now have a single plan and receive coverage under one health plan.

- Employees working at multiple work locations will be paid and accrue benefits and seniority based on all hours worked but will not accrue benefits or seniority that exceed one FTE per year.
- By January 31, 2012, workers with positions at multiple work locations whose total hours exceed one full-time equivalent must give up positions until their hours are equal or less than one FTE.

Union rights and consolidation of seniority

- Employees will maintain their union representation and continue to be covered by the facilities collective agreement.
- All current worksite committees – for example OH&S and Labour Management – will continue at work locations.
- Shop Stewards will have a reasonable amount of employer-paid union leave to facilitate the implementation of this agreement.

Please consult the full memorandum on the Consolidation of Seniority for full details on implementation (*Appendix p. 9*).

❖ **SSO EMPLOYEES WILL STAY IN THE FBA**

Over the past year, health employers had indicated directly to employees and to the union that they planned to move the new Health Authority Shared Services Organization into the community subsector.

The result would be that thousands of union members would be stripped of superior provisions under the facilities contract.

As part of the job security package negotiated by the FBA, the SSO will become an employer in the facilities subsector. As a result, employees transferred to the SSO will continue to be covered by this agreement (*Appendix p. 8*).

❖ **TRANSFER AGREEMENT (SSO AND LOWER MAINLAND CONSOLIDATION)**

A number of provisions are designed to assist members affected by the consolidation of services (Lower Mainland consolidation, for example) and by the transfer of services to the new Shared Services Organization (*Appendix p. 24*).

Under the transfer agreement, the following expanded protections have been negotiated.

- No interruption of pay or benefits as a result of transfer to another health sector employer.
- Port service and related banks (like sick leave and vacation).
- Port seniority to new employer while maintaining seniority with previous employer for up to five years.
- Right to go on casual list with former employer and accumulate seniority for time worked.

- Displaced casuals can access casual list with the receiving employer.
- Unions will meet with employers to work out union representation issues where there are multiple worksites and/or multiple employers.

Under these provisions, notice of a transfer of services must be given to the union at least 90 days prior to the transfer. During that period, employers will consult with the union on the impact of the changes on members, proposals to manage the transfer and other labour adjustment measures.

Within 30 days of ratification of the collective agreement, the FBA and HEABC will develop a standard template for transfer agreements that cover a wide range of issues including:

- Specific seniority issues
- Disclosure of information
- Union committees, representation and leave
- Scheduling and rotations
- Transportation allowance
- Red-circling
- OH&S and WorkSafeBC rights and responsibilities
- Casuals
- Other specific or unique conditions

For full details, refer to “Transfer of Services” starting on page 24 of the Appendix.

Privatization: Contracting Out and P3s

A number of provisions have been negotiated to assist members affected by privatization (contracting out or P3s).

Some of these provisions were previously negotiated as part of the *Bill 29 Settlement Agreement* and are now included in the tentative agreement.

Other provisions expand on existing rights, especially in the areas of consultation, enhanced severance, voluntary departures and access to retraining.

❖ ENHANCED SEVERANCE

Enhanced severance for employees laid off as a result of contracting out is included in the collective agreement for the first time (previously it was in the *Bill 29 Settlement Agreement*).

Enhanced severance is available under the same terms established in the *Bill 29 Settlement Agreement (Appendix p. 19)*.

- 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

As before, severance must be repaid if a regular employee is re-employed in the health sector within six months of the effective lay-off date.

- Under this agreement, the employer must canvas the workplace to determine whether employees facing potential layoff can select a vacancy, including one created as a result of an employer canvas of employees willing to voluntarily sever their employment. In this case, the employee who voluntarily severs their employment is entitled to enhanced severance.

❖ RETURN OF SERVICE

Employees who had been laid off as a result of contracting out and subsequently worked for the private contractor will have their previous seniority and service restored – and their accumulated seniority with the private contractor recognized – if the work is brought back in-house.

Employees of private contractors will have their seniority recognized if the work is returned in-house (*Appendix p. 15*).

❖ RETRAINING

Health authorities will provide \$2.5 million in retraining funds to be used by employees who are laid off due to contracting out (or P3s). This is in addition to funds remaining from the *Bill 29 Settlement Agreement (Appendix p.21-22)*.

- Retraining options no longer limited to areas identified by the employer.
- Retraining programs no longer restricted to health care jobs.
- Workers no longer have to remain in health care on completion of a retraining program.
- A retrained employee who is unable to obtain a regular position may register on one casual list in any one of the six health authorities or the SSO, and not just for work for which they have been retrained.

❖ CONSULTATION

The consultation process established in the *Bill 29 Settlement Agreement* becomes part of the facilities collective agreement with this addendum. Under that agreement, the FBA is provided with advance notice of plans to contract out work and provided with an opportunity to propose alternatives (*Appendix p. 16*).

In addition, the FBA will also meet with the Leadership Council (health authority CEOs and senior health ministry officials) on an annual basis to discuss developments and potential initiatives that may affect union members in the future.

And on a twice-yearly basis, the leadership of each health authority will meet with the FBA to discuss developments and potential initiatives that may impact union members in the future.

❖ **OPTIONS FOR LAID-OFF EMPLOYEES**

Regular employees laid off due to contracting out or as a result of a public-private partnership (P3) have a choice of seven options under the *Bill 29 Settlement Agreement* – now part of the tentative settlement (**Appendix p. 18-21**).

- Enhanced severance
- Opportunity to select a vacancy
- Posting into a position (as per collective agreement)
- Bumping into a position (as per collective agreement)
- Applying for a job vacancy across any health authority or the shared services organization
- Registering for work as a casual
- Retraining

And a regular employee who has no option through posting, bumping or enhanced severance may apply for work across any health authority or the Health Authority Shared Services Organization.

- Laid-off employees may opt to register as a casual on one casual list in any health authority or the SSO if they are qualified and can do the work.
- They are eligible for regular ongoing vacancies
- They may enrol in the health and welfare benefit plans without having to work one hundred and eighty (180) hours
- They may access other benefits

❖ **CASUALS AND PRIVATIZATION**

Casual employees who no longer have work, due to contracting out or the establishment of a P3, can now register for work in another department with their current employer or port their seniority to a new health-sector employer if they are re-employed within 180 days of termination (**Appendix p. 22**).

❖ **GENERAL PROVISIONS**

A laid-off, regular employee who posts into a regular vacancy or registers for work as a casual can port their service and seniority to the next employer

Regular employees laid off due to contracting out who are re-employed by their previous employer within one year of their recall period will have service and seniority restored, unless they have already ported service and seniority to another health-sector employer (*see Appendix pp. 22-23 for full details*).

❖ OTHER OPTIONS

The employer may consider early retirement incentives or other labour adjustment options including voluntary recognition of the union.

Compensation and Special Adjustments

In this round of bargaining, the provincial government imposed a “net 0” compensation freeze on the entire public sector.

Despite this, 700 participants to the union’s occupational conferences and wage policy conference last fall put a priority on achieving targeted wage increases.

With this direction, the unions negotiated a package that delivers targeted wage adjustments and important provisions on job security while safeguarding members’ extended health care benefits, sick leave and other provisions.

Special market adjustments have been negotiated for occupations where educational requirements and responsibilities have increased, and where there is a recruitment and retention issue.

❖ LPNS AND ORTHO TECHS

Licensed Practical Nurses (LPNs) and Orthopaedic Technologists will now be paid on a wage grid that contains three increments in the first year and six increment steps in the second year. (*Appendix pp. 1-2*)

Increments for LPNs were a top priority established by both the nursing team occupational conference and the wage policy conference last year.

Under the new grid, most LPNs will see their wages increased by three to seven per cent.

The first step of the grid will start at three per cent below the current rate but this category **will not apply** to any current LPNs with less than one year’s service. They will be paid at step 2 of the grid.

The top rate in year two of the contract applies to LPNs with eight or more years of service.

- Newly hired LPNs who are newly licensed will be placed in the first increment step and will move to the next increment step after one year.
- Other LPNs will be placed on the increment step commensurate with their length of service with the employer working as an LPN.
- Initial date within the LPN classification will be their anniversary date for the purposes of increment progression.
- Employees who are in different jobs but who retrain to become LPNs will receive the increment step immediately higher than their current rate.
- Casual LPNs will be placed on the increment step indicated by their accumulated hours of service.

LPN*

April 1, 2010

New hires/newly licensed (-3%)	1-2 years (current)	2 or more years (+3%)
\$24.02	\$24.76	\$25.50

April 1, 2011

New hires/newly licensed	1-2 years	2 - 4 years	4 - 6 years (+2%)	6 - 8 years (+3%)	8 or more years (+4%)
\$24.02	\$24.76	\$25.50	\$26.01	\$26.29	\$26.52

**increment steps based on years of service (as per Article 14.15.02 in the facilities collective agreement)*

LPN (Supervisor or Operating Room)*

April 1, 2010

New hires/newly licensed (-3%)	1-2 years (current)	2 or more years (+3%)
\$25.05	\$25.83	\$26.60

April 1, 2011

New hires/newly licensed	1-2 years	2 - 4 years	4 - 6 years (+2%)	6 - 8 years (+3%)	8 or more years (+4%)
\$25.05	\$25.83	\$26.60	\$27.13	\$27.40	\$27.66

**increment steps based on years of service (as per Article 14.15.02 in the facilities collective agreement)*

**Orthopaedic Technologist*
(based on Grid 30 as per benchmark review)**

April 1, 2010

New hires** (-3%)	1-2 years (current)	2 or more years (+3%)
\$23.94	\$24.68	\$25.42

April 1, 2011

New hires**	1-2 years	2 - 4 years	4 - 6 years (+2%)	6 - 8 years (+3%)	8 or more years (+4%)
\$23.94	\$24.68	\$25.42	\$25.93	\$26.18	\$26.44

**increment steps based on years of service (as per Article 14.15.02 in the facilities collective agreement)*

***who are not licensed and who are receiving on-the-job training*

❖ OTHER TARGETED COMPENSATION INCREASES

On April 1, 2010, a **1.5 per cent special wage adjustment** will be applied to the following classifications:

BENCHMARK CLASSIFICATION	CURRENT RATE	APRIL 1, 2010 RATE
Laboratory Assistant I	20.11	20.41
Laboratory Assistant II	20.11	20.41
Laboratory Assistant II (A)	20.11	20.41
Laboratory Assistant III	21.17	21.49
Laboratory Assistant IV	22.25	22.58
Sterile Supply Technician (Nursing Assistant I)	19.86	20.16
Sterile Supply Technician (Nursing Assistant II)	20.90	21.21
Sterile Supply Technician (Nursing Assistant III)	21.94	22.27
Sterile Supply Technician (Nursing Assistant IV)	22.96	23.30
Buyer	24.37	24.74
Buyer Supervisor	26.86	27.26
Accountant I (<i>based on Grid 34 as per benchmark review</i>)	26.06	26.45
Accountant II (<i>based on Grid 39 as per benchmark review</i>)	27.77	28.19
Accounting Supervisor (<i>based on Grid 34 as per benchmark review</i>)	26.06	26.45
Nursing Unit Assistant (unit clerk)	20.46	20.77

(Appendix p. 1)

Education and Training

❖ FBA EDUCATION FUND

The union-administered **FBA Education Fund** has provided short- and long-term training and education to more than 1,200 health care workers since its establishment after the 2006 round of bargaining.

The provincial government has recognized the success of the program and has agreed to provide continuing funding of \$1.25 million *(Appendix p. 28)*.

- FBA Education Fund support has now been extended to include casuals.

❖ HEALTH EDUCATION FOUNDATION

The health authorities, HEABC and FBA will jointly apply for a \$2.5 million grant from the Health Education Foundation to fund province-wide training in new roles and leadership opportunities for Care Aides and LPNs.

Promoting leadership opportunities for LPNs and Care Aides was identified as a key priority by the FBA and HEABC, and is included in the work plan of the new Joint Engagement Committee *(Appendix p. 29)*.

❖ **OTHER EDUCATION AND TRAINING INITIATIVES**

- Developing vocational training for employment in health care and outside the sector is part of the work plan for the Enhanced Disability Management Joint Working Group (*Appendix p. 7*).
- In addition to retraining funds still remaining from the *Bill 29 Settlement Agreement*, another \$2.5 million will be provided for the retraining of employees laid off as a result of privatization (*Appendix p. 21*).

Joint Engagement Committee

A new Joint Engagement Committee will be formed to build on the work of the joint policy committees on LPN/Care Aide utilization and residential care that met over the last four years.

This committee will include senior level representatives from FBA unions, government and the health authorities and will meet up to eight times a year.

It will focus on system-wide improvements in key areas such as reducing injury rates, education, optimal utilization of diverse occupations and role definitions.

A key focus of the committee will be on expanding the utilization of LPNs, Care Aides and Nursing Unit Assistants (Unit Clerks) within their training and competencies. But the committee will also consider ways to include non-clinical areas such as trades and maintenance in this discussion.

The committee will determine how savings achieved through cost efficiencies are used for more training and leadership opportunities for members (*Appendix p. 30*).

Quality of Work Life

The tentative agreement also includes a number of provisions that address changes in health care delivery and its impact on the quality of members' day-to-day working lives in our hospitals and long-term care facilities.

❖ **TYPING/KEYBOARDING TESTS**

Addressing unnecessary and insulting retesting was a top priority identified by clerical workers during the HEU's clerical occupational conference.

A newly negotiated provision ensures that when clerical members have successfully completed a typing/keyboarding test, the results will stand for 24 months. Members will not be required to take a test when applying for a position that requires the same or lesser keyboarding standard than their current position (*Appendix p. 32*).

❖ **RESPONSIVE SHIFT SCHEDULING FOR ALL FBA MEMBERS**

In 2006, the FBA negotiated language that addressed the scheduling concerns of LPNs and Care Aides by giving them access to responsive shift scheduling (RSS).

As a result of RSS pilot projects in a number of workplaces, the LPN/Care Aide Joint Policy Committee has developed a resource binder to assist more workplaces in developing work schedules that promote both quality health care – and job satisfaction among nursing team members.

In this tentative agreement, employers have agreed to consider changes in schedules and rotations in every area of health care delivery as well as to reduce the use of six-shift rotations.

As part of this agreement, employers will share the results of the Care Aide/LPN pilots including the responsive shift scheduling resource binder as a tool to improve shift scheduling for all members (*Appendix p. 32*).

❖ **IMPROVED PATIENT/RESIDENT HANDLING TECHNIQUES TO REDUCE INJURIES**

Reducing injury rates, especially in long-term care where injuries are triple the provincial average, was identified as a top priority at the union’s wage policy conference last November.

Within three months of ratification, HEABC and the FBA will establish a committee to develop strategies and make recommendations on programs that encourage safe patient/resident handling.

The recommendations will be in three areas.

- Safe techniques for using ceiling lifts and other devices.
- Peer coaching and mentoring.
- Engaging managers and all nursing team members on program objectives.

The recommendations go to the committee by October 31, 2010 (*Appendix p. 32*).

Vacation Accumulation Adjustment

The provincial government’s negotiating framework contained in the September 1, 2009 budget froze compensation increases for all public-sector unions.

In order to make progress on members’ bargaining priorities, it was necessary to find some savings within the collective agreement to fund these improvements.

In assessing the union’s options, the Provincial Bargaining Committee looked to areas where savings could be achieved with the least impact on members.

One such area is vacation entitlements. In this tentative agreement, vacation accumulation has been adjusted (*Appendix p. 3*).

For most members, this will mean that there will be no additional accumulation of vacation for the duration of the two-year agreement.

Those with less than five years of service and those at or near the maximum will lose up to two days' vacation. Entitlement is now capped at 43 days.

Even with these changes, the vacation entitlements contained in this agreement continue to be among the most competitive in the country.

Please note:

- Supplementary vacation is not affected.
- Vacation accumulation resumes at the rate of one day per year to a maximum of 43 days.
- The adjustment begins with the July 1, 2010 accrual year.
- Vacation accrual from July 1, 2009 to June 30, 2010 **is not** affected.
- Any additional savings resulting from this change beyond the expiry of the agreement will be reinvested in improved terms and conditions for members covered by the agreement (**Appendix p. 33**).

Here's how it works:

- Regular employees with five to 29 years of continuous service will not accumulate additional vacation during the term of the two-year agreement. As of July 1, 2012 these employees will resume accumulation of vacation at one day per year.
- Regular employees with one year's continuous service will have their vacation reduced by two days to 18 days. As of July 1, 2012 this will be the new vacation entitlement for regular employees with one year's continuous service.
- Regular employees with two to four years' continuous service will have their vacation reduced by one day in the first year of the agreement to 19 days and by a further one day in the second year of the agreement to 18 days. As of July 1, 2012 this will be the new vacation entitlement for regular employees with two to four years' continuous service.
- Vacation entitlement will be capped at 44 days in year one and 43 days in year two of the contract and onward.
- Casuals will have their pay in-lieu of benefits reduced from 12.2 per cent to 11.8 per cent in the first year of the agreement and to 11.4 per cent in the second year of the agreement and onward.

The shaded areas in the following chart provide examples of how employees with varying years of service currently would be impacted.

For example, an employee with 10 years of service will currently have a vacation entitlement of 26 days (as of June 30, 2010). In the first year of the agreement, with 11 years of service, that same employee will continue to have an entitlement of 26 days (as of June 30, 2011).

In the second year of the agreement, with 12 years of service, this employee will maintain an entitlement of 26 days (as of June 30, 2012).

Beyond the expiry of the 2010-2012 agreement, the employee will accumulate an additional day each year as per the collective agreement – an entitlement of 27 days for 13 years' service (as of June 30, 2013), and an additional day for each subsequent year until a maximum of 43 days is reached.

Years of Service	Vacation Entitlement Current (to Jun 30/10)	Vacation Entitlement Tentative Agreement (to Jun 30/11)	Vacation Entitlement Tentative Agreement (to Jun 30/12 and after)*
1	20 days	18 days	18 days
2	20	19	18
3	20	19	18
4	20	19	18
5	21	20	19
6	22	21	20
7	23	22	21
8	24	23	22
9	25	24	23
10	26	25	24
11	27	26	25
12	28	27	26
13	29	28	27
14	30	29	28
15	31	30	29
16	32	31	30
17	33	32	31
18	34	33	32
19	35	34	33
20	36	35	34
21	37	36	35
22	38	37	36
23	39	38	37
24	40	39	38
25	41	40	39
26	42	41	40
27	43	42	41
28	44	43	42
29	45	44	43
30	45	44	43
31	45	44	43
32	45	44	43
33	45	44	43

**to a maximum of 43 days*

Union Rights and Administrative Issues

- Within 30 days of ratification, the FBA and the employer will meet to resolve union representation issues related to multi-employer worksites and multi-site employers (**Appendix p.33**).
- The list of arbitrators listed in Article 11 has been updated (**Appendix p. 34**).
- The parties have agreed to delete a number of items now in the 2006-2010 collective agreement that are no longer relevant (**Appendix p.37**).
- As previously agreed to in the 2008 *Bill 29 Settlement Agreement*, the shaded sections in the collective agreement will be removed, with the exception of Article 17.12 (Contracting Out) (**Appendix p.37 and Appendix p.15**).

Appendix

Facilities Tentative Agreement Memoranda and Documents

February 2010

Contents

Compensation and Benefit Changes	1
Benefits Joint Working Group	4
Healthcare Benefit Trust (HBT)	5
Enhanced Disability Management Joint Working Group	7
Portability of Seniority	8
BC Health Authority Shared Services Organization	8
Consolidation of Seniority Lists	9
Job Security and Expanded Opportunities	15
Confirmation of Continued Funding of FBA Education Fund	28
Health Education Foundation Funding	29
Joint Engagement Committee	30
Typing (Keyboarding) Testing	32
Shift Scheduling and Rotations	32
Patient/Resident Handling Techniques	32
Additional Savings from Changes to Vacation Provisions	33
Worksite Union Representation	33
Article 11 – Arbitration	34
Updating Collective Agreement	37

**Compensation and Benefit Changes
Memorandum of Agreement**

Term of the Agreement

The Facilities Subsector Collective agreement will be renewed for the period April 1, 2010 to March 31, 2012, inclusive.

Wage Adjustments

Effective April 1, 2010:

1) Add a special adjustment of one and one-half percent (1.5%) to the wage rate for the following job classifications:

Laboratory Assistant I (Benchmark #15201)
Laboratory Assistant II (Benchmark #15202)
Laboratory Assistant II(A) (Benchmark #15205)
Laboratory Assistant III (Benchmark #15203)
Laboratory Assistant IV (Benchmark #15204)
Nursing Assistant I (Sterile Supply) (Benchmark #15303)
Nursing Assistant II (Sterile Supply) (Benchmark #15306)
Nursing Assistant III (Sterile Supply) (Benchmark #15308)
Nursing Assistant IV (Sterile Supply) (Benchmark #15315)
Buyer (Benchmark #10907)
Buyer Supervisor (Benchmark #10908)
Accountant I (Benchmark #10217)
Accountant II (Benchmark #10218)
Accounting Supervisor (Benchmark #10216)
Nursing Unit Assistant (Benchmark #10317)
Nursing Unit Clerk (Benchmark #10104)

2) Establish incremental wage scales for the following job classifications:

Licensed Practical Nurse (Benchmark #15316)
Nursing Assistant III (Supervisor) (Benchmark #15307)
Operating Room – Licensed Practical Nurse (Benchmark #15317)
Orthopaedic Technologist (Benchmark #16302)

The increment steps will be established as follows:

- i. An increment step will be established 3% below the March 31, 2010 rate, applicable to new hires who are newly licensed LPNs;
- ii. The March 31, 2010 rate will be retained as an increment step, applicable to employees on staff as of March 31, 2010 with less than two years of service and to employees hired after March 31, 2010 who have at least one year of service;

-
- iii. An increment step will be established 3% higher than the March 31, 2010 rate (the 2 year increment step), applicable to employees with two or more years of service.

Effective April 1, 2011:

- 3) Add increment steps to the wage scales for the following job classifications:

- Licensed Practical Nurse (Benchmark #15316)
- Nursing Assistant III (Supervisor) (Benchmark #15307)
- Operating Room – Licensed Practical Nurse (Benchmark #15317)
- Orthopaedic Technologist (Benchmark #16302)

The increment steps will be added as follows:

- i. An increment step will be established 2% higher than the 2 year increment step, applicable to employees with four to six years of service;
- ii. An increment step will be established 3% higher than the 2 year increment step, applicable to employees with six to eight years of service;
- iii. An increment step will be established 4% higher than the 2 year increment step, applicable to employees with 8 or more years of service.

Extended Health and LTD Adjustments

Effective April 1, 2010:

- 1) Extended Health Care Plan coverage for vision care is increased from \$225 to \$350.00 every 2 years.
- 2) The annual deductible for the Extended Health Care Plan is increased from \$25.00 to \$100.00.
- 3) Extended Health Care Plan coverage of eligible prescription drug dispensing fees is capped at \$9.00 per transaction.
- 4) For all purposes in the LTD Plan, the “own occupation” period will change from 24 months to 19 months. The Parties commit to making the necessary consequential amendments to the LTD Plan, and particularly to Section 1 – Eligibility and Section 3 – Total Disability Defined (Part A and C).

Vacation Entitlement

During the Period April 1, 2010 to March 31, 2011, vacation entitlement will be adjusted as follows:

- 1) For regular employees with:
 - One year's continuous service – 18 work days' vacation;
 - Two to four years' continuous service – 19 work days' vacation;
 - Five to 29 years' continuous service – no additional vacation day;
 - 30 or more years' continuous service – one day less;
- 2) Casual employees will receive 11.8% of their straight time pay in lieu of scheduled vacation and statutory holidays.

During the Period April 1, 2011 to March 31, 2012, vacation entitlement will be adjusted as follows:

- 1) For Regular employees:
 - One to four years' continuous service – 18 work days' vacation;
 - Five to 29 years' continuous service – no additional vacation day;
 - 30 or more years' continuous service – one day less.
- 2) Casual employees will receive 11.4% of their straight time pay in lieu of scheduled vacation and statutory holidays.

From March 31, 2012 onward, vacation entitlement accumulation will resume per the collective agreement as follows:

- 1) For Regular employees:
 - One to four years' continuous service – 18 work days' vacation;
 - Five to 29 years' continuous service – one additional vacation day per service year;
 - 30 or more years' continuous service – 43 days.
- 2) Casual Employees will receive 11.4% of their straight time pay in lieu of scheduled vacation and statutory holidays.

###

**Benefits Joint Working Group
Memorandum of Agreement**

The parties agree to establish a Benefits Joint Working Group within forty five (45) days of ratification of the Collective Agreement which will include members of each party. Each party will be limited to six (6) representatives. The Working Group will meet on a regular basis and not less than once every month.

The Working Group will review the terms of the extended health and dental benefit plans under the collective agreement with a focus on identifying benefit plan changes that will improve the quality of benefits available to union members while reducing benefit cost growth. The Working Group's role is to consider a wide range of alternatives such as plan redesign, gain sharing opportunities, methods for reducing utilization and carrier alternatives.

The Working Group will have access to all relevant available data, subject to any legally required privacy restrictions, and must produce evidence-based recommendations to the FBA and HEABC. The recommendations will also outline the ongoing role of the Working Group in the implementation of the agreed upon changes.

Each party will pay its own expenses for participating in the Working Group.

The Working Group will submit a final report outlining recommendations to the FBA and HEABC by September 30, 2010.

###

Healthcare Benefit Trust (HBT)

Amend the collective agreement as follows:

Where the collective agreement references Healthcare Benefit Trust (HBT) or the Trust, the parties agree to replace the wording as set out below.

The proposed collective agreement changes are:

Page 91

(3) Commitment to Rehabilitation

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

(a) can be expected to facilitate her/his return to her/his own job or other gainful occupation; and

(b) is recommended by HBT **or another rehabilitation service provider** and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she/he continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, her/his union) and HBT **or another rehabilitation service provider**. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT **or another rehabilitation service provider** will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

Page 93

(6) Joint Rehabilitation Improvement Committee

During the term of the agreement, **two (2)** persons from HEABC shall meet the two (2) representatives of the Association of Unions. The parties will work together to improve the Rehabilitation Process.

Page 227-228

... The Committee shall call upon advisors, as required, such as the Occupational Health and Safety Agency and the Healthcare Benefit Trust **or any other service provider.**

Page 284

APPENDIX #1

- Information - Extended Health Care Plan -

SUMMARY OF COVERAGE

Extended Health Benefit - Article 38.03

Preamble

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan **or by another mutually agreed agent** are subject to the Collective Agreement, the Pacific Blue Cross Extended Health Care Plan, and the Healthcare Benefit Trust's Plan Document **or the plan document of another mutually agreed agent.**

Page 289

APPENDIX #2

- Information - Extended Health Care Dental Plan -

SUMMARY OF COVERAGE

Dental Plan - Article 38.02

Preamble

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan **or the plan of another mutually agreed agent** are subject to the Collective Agreement, the Pacific Blue Cross Dental Plan, and the Healthcare Benefit Trust's Plan **or another mutually agreed agent's Document.**

Index Page 295

Healthcare Benefit Trust **or other agent/provider**, Summaries of EHB and Dental Plans[Appendices #1 & #2] 284, 289

###

Enhanced Disability Management Joint Working Group Memorandum of Agreement

The parties recognize that the personal and financial costs associated with the absence from work of significant numbers of health care employees as a result of illness or injury has an adverse impact on the lives of individuals and the human resource capacity for the delivery of health care services. The parties are committed to developing a comprehensive, seamless, cost-effective system of providing sick leave, long-term disability coverage and, effective disability management.

The parties agree to establish an Enhanced Disability Management Joint Working Group within sixty (60) days of the ratification of the Collective Agreement. Each party will have six (6) representatives on the Working Group and will pay its own costs of participation.

The Working Group will develop a program that is:

- Holistic and employee centered;
- Focused on intervention at the earliest possible time to ensure employees achieve the best possible outcome post injury/illness and in the most effective manner;
- Focused on returning employees back to work at the earliest reasonable opportunity consistent with the employee's limitations;
- Capable of responding to unique individual circumstances;
- Transparent in its administration;
- Based on evidence-based best practices;
- Appropriate in its approach to education and communication that supports the disability management program;
- Focused on rehabilitation initiatives including appropriate vocational training first for employment within the health sector and second outside the health sector;
- Protective of the confidentiality of individual medical information which includes the recognition of appropriate privacy protocols and allows an employee to access her/his disability file;
- Standardized for measurement of outcomes.

The Working Group will determine how shop stewards may best support a disability management system.

From an agreed upon date of implementation to March 31, 2012, any cost savings from improved disability management will be allocated as follows:

- a minimum of twenty-five percent for prevention initiatives

- a minimum of twenty-five percent to be invested in improved disability management
- the remainder for general investment in health services.

The parties will develop a method of accounting for savings or costs associated with improved disability management.

In undertaking its work, the Working Group will establish its own procedures. The Working Group will consult with Affiliate Employers and recommend a structure for disability management services for Affiliates.

The Working Group will draft recommended collective agreement language changes or additions required to implement the enhanced disability management program.

Where the Working Group reaches agreement it will recommend necessary collective agreement changes to the FBA and HEABC.

###

Portability of Seniority

Amend:

Re: 14.12.03 Seniority

An employee who voluntarily terminates with Employer (A) party to this Agreement and is employed within one hundred and eighty (180) calendar days with the same Employer or with Employer (B) party to this Agreement, is entitled to portability of seniority accumulated at Employer (A).

###

BC Health Authority Shared Services Organization

Change “FACILITIES PARTY TO THE COLLECTIVE AGREEMENT” as follows:

1. Add the following employer:
BC Health Authority Shared Services Organization

The parties will make consequential amendments to the collective agreement as required.

2. Within 30 days of ratification, the Parties will meet to review the entire list of facilities party to the collective agreement.

###

**Consolidation of Seniority Lists
Memorandum of Agreement**

RE: Consolidation of Seniority Lists at Vancouver Coastal Health Authority; Vancouver Island Health Authority; Fraser Health Authority; Interior Health Authority; Northern Health Authority; Provincial Health Services Authority; Providence Healthcare; and Shared Services Organization

Each Health Authority/Healthcare Organization Employer will create and maintain one merged dovetailed seniority list per Health Authority/Healthcare Organization covering all members of the FBA employed within the Health Authority/Healthcare Organization.

The Consolidation of seniority lists will be completed by December 31, 2010 and will be implemented the first pay period of 2011. Paid hours at multiple work locations will not be combined for overtime calculation purposes until March 31, 2012.

The parties agree to facilitate the creation and administration of single dovetailed seniority lists as follows.

The Health Authority/Healthcare Organization is deemed, as the successor employer to the previous employers listed within their Health Authority/Health Organization as 'Facilities Party to the Collective Agreement' from page 240 through to 251 inclusive of the 2006 – 2010 Health Services and Support Facilities Subsector Collective Agreement.

The parties will identify the work location/municipality and applicable unions for each Health Sector Employer covered under this MOA no later than 30 days from the date of ratification. Appendix 1 is attached as a sample means of identifying Health Authority or Healthcare Organization work locations.

Terms

1) Seniority Dovetailed

- a) Individual seniority lists for each Health Authority or Healthcare Organization work site will be merged into one new FBA single seniority list covering all employees under the Collective Agreement for that Health Authority or Healthcare Organization effective the first pay period in 2011. This will be done by “dovetailing” on the basis of overall seniority accumulated at all work locations within the Health Authority or Healthcare Organization 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 will receive (payroll) information utilized to create adjusted seniority date/hours. The FBA will also be provided with this information a minimum of sixty (60) days prior to the implementation (first pay period of January 2011) of the dovetailed seniority list;
- c) The work locations within each Health Authority or Healthcare Organization (see sample Appendix I) together shall constitute a single Employer 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 Health Authority/Healthcare Organization 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 (e.g. specific sites or geographic locations such as Vancouver, North Shore, etc.) 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.
 - d) In cases of geographically-isolated locations and small programs that experience challenges with recruiting and retaining casual employees, the parties will meet to discuss, review and develop a plan to address such specific staffing needs. Any such arrangement will be confirmed in writing and will be without prejudice to this Agreement.
 - e) The Health Authorities and Healthcare Organization may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings. Where a Health Authority or Healthcare Organization utilizes electronic job postings only, a copy of each new electronic job posting for each work location will be forwarded to the appropriate Union and Local for that site, either
-

electronically or on paper at the choice of the Union/Local. Employees will have reasonable access and training for the use of electronic posting information and employment application systems.

- f) Where the Health Authority or Healthcare Organization 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 their Health Authority or Healthcare Organization seniority unit.

4) Employee Status

- a) Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the first pay period of January 2011;
- 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 within their Health Authority or Healthcare Organization, 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) A Health Authority or Healthcare Organization 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 their Health Authority or Healthcare Organization no later than 60 days prior to the implementation (first pay period of January 2011) 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 the 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 their Health Authority or Healthcare Organization. Employees shall not accrue seniority or benefits that exceed 1.0 FTE per annum.
- e) If at the date of March 31, 2012, employees possess positions at multiple work locations, whose aggregate hours exceed one full time equivalent, the employee may elect to relinquish positions 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. The employee must make their election by January 31, 2012.
- f) 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) Health Authority or Healthcare Organization 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.
- b) The FBA and HEABC (on behalf of the Health Authorities and Healthcare Organizations) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated Facilities Certification.
- c) Any dispute arising out of the interpretation or implementation of this Agreement or reconciliation of existing consolidation agreements which cannot be resolved by the parties, shall be referred to Vince Ready as an expedited arbitrator 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 Health Authority or Healthcare Organization-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.

SAMPLE APPENDIX

Appendix 1

**Health Sector Employer – 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

###

Job Security and Expanded Opportunities Addendum

Article 17.12 Contracting Out will continue in the Collective Agreement.

Part 1 – Contracting Out

3. Notwithstanding Article 17.12, Health Sector Employers will have the option to contract out work carried out by members of the Facilities Bargaining Association bargaining unit including where it results in the layoff of members of the Facilities Bargaining Association bargaining unit. This Memorandum of Agreement continues in force and effect until such time as HEABC and the Facilities Bargaining Association negotiate changes to it.
4. Bill 94-2003: HEABC commits to informing the Facilities Bargaining Association as soon as reasonably possible after notification by the Government of B.C. of any new designations under the *Health Sector Partnerships Agreement Act* on or after April 1, 2006.
5. 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 recognized; and
 - c) where an employee of the contractor who was not a former employee accepts the offer, the health sector employer will recognize the employee's continuous seniority with the contractor.

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.

This provision applies for the balance of the term of the 2010 – 2012 Facilities Subsector Collective Agreement and applies until the effective date of a renewal Collective Agreement.

Part 2 – Consultation

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 will arrange a meeting two times a year between the leadership of the Health Authority and the leadership of the FBA. The purpose of such meetings will be to discuss, on a confidential basis, developments and potential initiatives which may arise within the Health Authority 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.

Consultation Process – Contracting Out

1. Health Sector Employers will engage in a consultation process as described below effective at least sixty (60) calendar days in advance of the issuance of a Request for Proposals (“RFP”) or by issuance of an equivalent invitation to bid by a Health Sector Employer when it is considering contracting out that may result in the layoff of bargaining unit employees.
2. In the sixty (60) calendar day period, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed contracting out and/or the options for impacted employees. Health Sector Employers will give good faith consideration, in the discussions on contracting out, to alternatives advanced by the Union.
3. Where a project involves services that impact a significant number of the worksites amalgamated within one (1) Health Authority, HEABC and the Facilities Bargaining Association agree that the sixty (60) calendar day period will be changed to up to ninety (90) calendar days.
4. At the end of the sixty (60) or ninety (90) calendar day period, as applicable, the Health Sector Employer will have the discretion to proceed with the contracting out.

-
5. Where a project would apply to two (2) or more Health Authorities including Providence Health Care Society as part of Vancouver Coastal Health Authority or the Shared Services Organization covered by the Facilities Subsector Collective Agreement, HEABC and the Facilities Bargaining Association agree to refer the project to a provincial level Alternate Service Delivery Committee jointly established by HEABC and the Facilities Bargaining Association. In this event the consultation process will begin ninety (90) days in advance of the issuance of an RFP by the Health Authorities or by issuance of an equivalent invitation to bid.
 6. The Committee will be comprised of four (4) representatives appointed by the Facilities Bargaining Association and four (4) representatives appointed by HEABC. The Committee will have the ability to bring in a reasonable number of subject matter experts in the work performed and/or the proposed project. HEABC and the Facilities Bargaining Association also agree that where a project impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations but the membership of the Committee will not include representatives from other Union Bargaining Associations.
 7. The Committee will be the forum for the discussion of alternatives to the proposed contracting out and/or the options for impacted employees. Health Authorities will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a Union.
 8. HEABC and the Facilities Bargaining Association 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 receive straight-time regular wages while attending meetings of the Committee.
 9. At the end of the ninety (90) calendar day period, the Health Authorities will have the discretion to proceed with the contracting out.
 10. Health Employers will provide to the Union a detailed description of the proposed contracting out.
 11. Relevant information and supporting documents on the proposed contracting out will be disclosed by the Health Employer to the Union to inform the discussions regarding alternatives and options for affected employees.
-

12. Confidentiality will be needed until such time as the Employer is prepared to announce a decision.
13. HEABC and the Facilities Bargaining Association agree that the Union has the ability to discuss alternatives and options with the affected employees on a confidential basis.
14. HEABC and the Facilities Bargaining Association agree that should any financial and/or proprietary information of the Employer and/or any potential third party contractor be disclosed, such information will remain confidential.
15. Once the Health Employer makes a decision under the process set out in this Memorandum of Agreement, the Facilities Bargaining Association will be notified of the decision in writing. If the Health Employer makes a decision to proceed with contracting out, the parties agree that they will move to the process set out in the Memorandum of Agreement Re: Employee Options – Contracting Out.
16. HEABC and the Facilities Bargaining Association agree that the process described in this Memorandum of Agreement and the Memorandum of Agreement entitled “Employee Options – Contracting Out” establish 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 contracting out that results in the layoff of members of the Facilities Bargaining Association bargaining unit.

Part 3 – Employees Laid off due to Contracting out or Application of the Health Sector Partnerships Agreement Act

Regular employees laid off due to contracting out or application of the *Health Sector Partnerships Agreement Act* shall have one (1) of the following options:

1. Enhanced Severance Allowance;
 2. Opportunity to select a vacancy;
 3. Posting pursuant to Art 16.03;
 4. Bumping pursuant to Art 17.06;
 5. Apply for an unfilled regular on-going vacancy across any Health Authority or the SSO;
 6. Register for work under the Addendum-Casual Employees;
 7. Retraining.
-

The above options are described as follows:

1. Enhanced Severance Allowance

- a) An Enhanced Severance Allowance shall be paid to each regular employee who is laid off where the employee's services are no longer required due to contracting out, or because of the application of the *Health Sector Partnerships Agreement Act between April 1, 2010 and March 31, 2012*. 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 in the Health Sector 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).
2. 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 enhanced severance as set out in 1. above. The Employer, after consultation with the Union, will retain the discretion to determine the scope of the canvass.

3. Posting pursuant to Article 16.03
4. Bumping pursuant to Article 17.06
5. A regular employee who has no option under 2, 3 or 4 above shall be entitled to apply for an unfilled regular on-going vacancy across any Health Authority or the SSO.
 - 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) kilometers and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometers. 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.
6. Register for work under the Addendum – Casual Employees on one casual list in any Health Authority or the SSO 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.

7. Retraining

a) Retraining Fund

The retraining fund will be continued to facilitate access to retraining, utilizing the following money:

- i) Five million dollars (\$5,000,000) from the Bill 29 Settlement Agreement;
- ii) After June 1, 2009, funds remaining from the previous \$2 million allocation from the Bill 29 Settlement Agreement shall be transferred into the \$5 million retraining fund;
- iii) Health Authorities will set aside an amount of up to \$2.5 million for the period from April 1, 2010 to March 31, 2012. The Joint Re-training Committee may access this fund through the Joint Engagement Committee. The total liability of Health Authorities to support retraining will not exceed the total projected liability for enhanced severance for employees impacted by contracting out.

b) Re-Training Program

A joint Re-training Committee comprised of three (3) representatives appointed by the Facilities Bargaining Association and three (3) representatives appointed by HEABC will administer the terms of this Settlement Agreement pertaining to the re-training fund. The Committee will adopt the parameters governing the application of the retraining fund.

- i) Employees will identify their choice of program for retraining within the parameters adopted by the Joint Retraining Committee-Retraining will not be restricted to health care related employment.
- ii) Employee must be qualified and capable before being able to bid on a vacancy upon completion of any re-training.
- iii) The funds shall cover the cost of the course and, where appropriate, a reasonable stipend for current employees in the Health Sector to assist with living expenses while enrolled in the course. The joint committee will determine the value and application of the stipend.

- iv) During the re-training period, the employee will be placed on a casual list at his/her current Health Sector Employer and:
- can access work during the re-training period if the employee is qualified; or
 - if not qualified, is deemed unavailable until the re-training is concluded.
- v) Should no regular on-going vacancy be available, a re-trained employee may register on one casual list in any one (1) of the six (6) Health Authorities and the SSO across the province upon completion of training to facilitate access to a regular on-going vacancy. The employee will retain the ability to have his/her service and seniority restored for six (6) months following the completion of the re-training if the employee is successful in posting into a regular on-going vacancy.
- vi) HEABC and the Facilities Bargaining Association will work with public sector post-secondary institutions to maximize the training opportunities for the employee and the Employer.

Casual Employees

A casual who no longer has work as a direct result of contracting out or as a direct result of the application of the *Health Sector Partnerships Agreement Act* 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.

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 Memorandum of Agreement 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 1 above.

-
2. Re-employment with Previous Health Sector Employer: A regular employee laid off as a direct result of contracting out, 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 contracting out, or as a result of the application of the *Health Sector Partnerships Agreement Act* may apply to their Employer for reimbursement of educational or 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 (*note: 2(b) should read 6(b)*)
 4. Employment with the Contractor: If a regular employee who has been issued a displacement letter due to contracting out is interested in being employed by the contractor, the Health Employer will facilitate the process.
-

Other Options

The following options are available for consideration by the Employer at its discretion:

1. Early Retirement Incentives,
2. Other options for labour adjustment suggested by the Union, including voluntary recognition of the Union.

Subject only to the variations specified in this Addendum - Part 3, the Facilities Subsector Collective Agreement will apply and prevail.

Part 4 – Contract Re-Tendering

Prior to the expiry of the full term of currently contracted services that were provided by the Facilities Subsector Bargaining Association as of January 28, 2002, the Union that previously represented the employees at the Health Employer will be entitled to an opportunity to prepare and present a proposal for the orderly return of contracted services to the direct control of the Health Employer to the senior designate(s) appointed by the Health Employer. The opportunity for the Union to present a proposal to the Health Employer will be provided sixty (60) days before a Request for Proposals (“RFP”) is issued for the continuing contracting of services. The Health Employer will have the discretion to choose to proceed with the contracting out. The Employer agrees to provide the Union with the details of the work to be performed, including any tendering documents.

Part 5 – Transfer of Services

1. For the purposes of this Memorandum of Agreement, “transfer” means the transfer of services from:
 - a) One Health Authority to a different Health Authority; or
 - b) An Affiliate Employer to a Health Authority; or
 - c) A Health Authority to the Shared Services Organization.
2. This Memorandum of Agreement addresses the consequences for employees of such a transfer of services.

NOTICE

3. 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 90 days prior to the planned transfer of the Union’s members.

CONSULTATION

4. During this 90 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.
5. During this 90 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

6. 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.
7. 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) Transfer within and beyond 50km
- i) A regular employee required to transfer to a worksite more than 50km from her/his current worksite may decline the transfer and elect to receive a displacement notice.
 - ii) A regular employee required to transfer to a worksite less than 50km from her/his current worksite who declines the transfer is not entitled to receive a displacement notice.

f) Unique Geographic Challenges

The employer will consider the unique geographic challenges of employees affected by the transfer.

STANDARD TEMPLATE TRANSFER AGREEMENT

8. Within 30 days of ratification of the Collective Agreement HEABC and the FBA will meet to develop a standard template for Transfer Agreements.

The standard template will cover matters such as but not limited to the following:

- Definitions
- Specific seniority issues
- Disclosure of information
- Union Committees/Representation/Leave
- Scheduling and rotations
- Transportation allowance
- Red-circling
- Files - Personnel/Health/Grievance
- Outstanding grievances, job review requests and Section 139 disputes
- OH&S, Worksafe BC rights and responsibilities
- Job review
- Relocation monies
- Transfer process
- Employee specific detailed information (i.e. job descriptions, classification, status, FTE, hours of work)
- Orientation at the new worksite or to the new employer
- Training and orientation to new methods of operation or equipment
- Casuals
- Employee status at more than one employer
- Employees requiring accommodation
- Employees in temporary/relief postings
- Employees on LTD or other leaves
- Labour adjustment plan
- Local MOA's and superior benefits
- Parking
- Other specific or unique conditions
- Where the service is going to more than one receiving Employer, a broader discussion is needed.

**Confirmation of Continued Funding
of FBA Education Fund**



February 8, 2010

822407

Facilities Bargaining Association
5000 N Fraser Way
Burnaby BC V5J 5M3
Attention: Judy Darcy
Secretary-Business Manager

Health Employers Association of BC
200-1333 West Broadway
Vancouver BC V6H 4C6
Attention: Lee Doney
President and CEO

Dear Ms. Darcy and Mr. Doney:

Re: Grant to the Facilities Bargaining Association Education Fund

Thank you for your letter of February 5, 2010, requesting a grant to the Facilities Bargaining Association (FBA) Education Fund.

I am pleased to advise you that the Health Authorities have agreed to provide a grant to the FBA Education Fund in the amount of \$1.25 million. The purpose of this grant is for education and training for regular and casual employees of Health Authorities for continuing careers in the health sector particularly in areas of need.

The contributing Health Authorities will provide the funds to the FBA Education Fund consistent with each Health Authority's fiscal plan during the period between March 1, 2010, and June 30, 2010.

I have attached to this letter a proposed amendment to the 2006 agreement originally establishing the FBA Education Fund. I trust that this is satisfactory.

On behalf of the Ministry and the Health Authorities, I wish to commend the FBA for effective operation of the FBA Education Fund on behalf of its members and for the positive outcomes achieved through the Fund for both FBA members and health sector employers.

Sincerely,

Stephen Brown
Chief Administrative Officer

Attachment

**Health Education Foundation Funding
Letter of Understanding**

Add a new Letter of Understanding:

Letter of Understanding

Between:

Fraser Health Authority

Interior Health Authority

Northern Health Authority

Provincial Health Services Authority

Vancouver Coastal Health Authority

Vancouver Island Health Authority

And:

Facilities Bargaining Association (“FBA”)

**Re: Request to BC Health Education Foundation to support training
in new roles and leadership for LPNs and Care Aides**

The Health Authorities, HEABC and the Facilities Bargaining Association agree to jointly apply for a grant of two million five hundred thousand dollars (\$2,500,000) from the Health Education Foundation for provincial initiatives to support training in new roles and leadership for care aides and LPNs.

###

**Joint Engagement Committee
Letter of Agreement**

THIS AGREEMENT made as of the _____ day of February, 2010

Between:

Ministry of Health Services (the “Ministry”)

And:

Fraser Health Authority

Interior Health Authority

Northern Health Authority

Provincial Health Services Authority

Vancouver Coastal Health Authority

Vancouver Island Health Authority (the “Health Authorities”)

And:

Facilities Subsector Bargaining Association (the “FBA”)

RE: Joint Engagement Committee

1. The parties agree to create a senior level Joint Engagement Committee (the “Committee”) that will adopt a collaborative approach to reviewing and addressing issues between the parties that will foster an engaged workplace. This collaborative approach will involve the parties in constructing opportunities to create engagement, optimize savings and increase productivity.
2. The Committee will bring together senior level representatives from Facilities Bargaining Association, Health Authorities and the Ministry to develop an agenda to implement cost-effective and sustainable system wide improvements and constructive changes across the health care system resulting in increased employee engagement and productivity.
3. In constructing its agenda, the Committee will establish priorities and the sequence of work in respect of key areas identified by agreement of the parties. Areas for consideration will include, but are not limited to: health and safety (injury prevention); optimal utilization of diverse occupations and role definitions; improved productivity and efficiency; using resources from gainsharing for training and leadership opportunities; and education.
4. The parties agree that focussing on methods to engage, educate and optimize utilization of Licensed Practical Nurses, Care Aides, and

Unit Clerks within their training and competencies as an integral part of the care team is of significant importance to the ability of health employers to provide high performing workplaces and high quality healthcare services to British Columbians now, and into the future. The parties further agree the engagement of non-clinical teams such as Trades and Maintenance workers complements the above stated goals. The parties also agree that a healthy and safe workplace and quality of work life are important elements with respect to optimal patient care.

5. In its operations, the Committee will:
 - support existing work occurring within the system at the provincial, regional and local levels; and
 - identify appropriate avenues for addressing issues that require further clarification and/or input (e.g. consultation, facilitated meeting, working groups, etc.).
6. In developing its agenda, the Committee will incorporate the work product of the Joint Policy Committees that operated from 2006 to 2010 and build on the positive initiatives from the LPN/Care Aide Joint Policy Committee and Residential Care Policy Committee and findings from the follow up report.
7. The Committee will meet no more than eight times per year and will have equal membership from the Ministry of Health Services/Health Authorities and the FBA.
8. Any working groups established by the Committee will be:
 - time limited (e.g. using a 90 day research and development cycle);
 - targeted towards specific outcomes; and
 - make recommendations to the Committee for approval and/or further action.

Priority areas for working groups include increasing leadership opportunities for Care Aides and LPNs; and development of provincial competencies and training for acute Care Aides.

9. Each party will pay the costs of its own participation in the Committee and Working Groups and any joint costs will be shared equally.

###

**Typing (Keyboarding) Testing
Letter of Understanding**

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

###

**Shift Scheduling and Rotations
Memorandum of Agreement**

Modify the MOA at Page 225, as follows:

The parties agree there is value in Employers considering the preferences of employees during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction. The Employer and Union will identify and work to reduce six (6) consecutive shift rotations.

Accordingly, Employers shall consider the preferences of employees in the development of schedules and rotations that address employee concerns, that enhance patient/resident care and service delivery, and that meet operational requirements.

In support of this agreement, HEABC will communicate the results of the FBA/RSS Pilot Project (including the responsive shift scheduling Resource Binder) and facilitate the sharing of practices and sample rotations with all Employers.

###

**Patient/Resident Handling Techniques
Memorandum of Agreement**

Health care workers, particularly Care Aides who move and handle patients/residents, experience some of the province's highest rates of musculoskeletal injuries.

Appropriate patient/resident handling techniques have had a positive impact in reducing injury rates.

The parties agree that within three (3) months of the ratification of the Collective Agreement they will establish a joint committee comprised of

four (4) representatives each from HEABC and FBA. The committee will utilize subject matter experts, including OHSAH. Each party will pay its own costs for participation in the joint committee.

The purpose of the committee is to develop strategies and make recommendations to the Joint Engagement Committee on patient/resident handling program(s) with an emphasis on safe techniques for the use of ceiling lifts and other mechanical assisted devices, peer coaching, and mentoring, and an engagement plan for managers and other members of the nursing team to advance the objectives of the program. Improved patient/resident handling techniques will promote a safety culture within the work place.

The joint committee will finalize their recommendations and present them to the Joint Engagement Committee no later than October 31st, 2010.

###

Additional Savings from Changes to Vacation Provisions Memorandum of Agreement

The Parties agree that the changes to vacation provisions agreed to by the Parties as part of these negotiations may result in savings beyond the term of this Agreement that are not already allocated to fund costs of the collective agreement. As at March 31, 2012 and every March 31 thereafter, HEABC and the FBA will determine the annual value of any extra savings in the previous collective agreement year not already allocated to fund costs of the collective agreement, and the FBA will determine how the savings will be allocated in support of employment related initiatives for the employees covered by the Collective Agreement to improve terms and conditions for employees covered by the FBA collective agreement.

###

Worksite Union Representation Letter of Understanding

The parties agree to meet within 30 days of ratification to resolve issues relating to union representation resulting from changes such as multi-employer worksites and multi-site Employers.

###

**Article 11 – Arbitration
Amendments**

Amend the collective agreement as follows:

ARTICLE 11 – ARBITRATION

11.01 Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of a single arbitrator. Notwithstanding this, either party may choose to refer a matter to an Arbitration Board of three (3) members. Such arbitrator or Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Relations Code* of British Columbia.

Where a matter is referred to an Arbitration Board of three (3) members, one (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union, and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provisions of Article 11.

A list shall be maintained by HEABC and the Union from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates:

- 1.
2. J. Gordon
3. J. Korbin
4. D. McPhillips
- 5.
- 6.
7. J.E. Dorsey
8. V.L. Ready

The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the arbitrator or, in the case of an Arbitration Board, the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

11.02 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

1. J. Gordon
2. J.E. Dorsey
- 3.
4. J. Korbin
- 5.
6. D.C. McPhillips
- 7.
8. V.L. Ready

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code of B.C.* shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

11.03 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

11.04 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

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

11.06 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

11.07 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson *or single arbitrator* and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

11.08 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

###

Updating Collective Agreement Letter of Agreement

Per Bill 29 Settlement Agreement, delete all shaded areas of the Collective Agreement except for Article 17.12.

In addition, for housekeeping purposes only, delete the following attachments to the 2006-2010 Collective Agreement:

Attachment to the Facilities Subsector Collective Agreement 2006 to 2010	Page
Addendum: Report and Recommendations of Industrial Inquiry Commissioner	122
Memorandum of Understanding: Report of the Royal Commission on Health Care and Costs – Education and Training of Employees	174
Letter of Intent: Workload and Safety in the Workplace	175
Memorandum of Agreement: LTD Claimants Governed by Plans other Than the Former HEU Master	181
Memorandum of Agreement: Direct Care Staff Positions/Upgrading	183
Memorandum of Understanding: Benefits During the LTD Waiting Period	199
Letter of Understanding: Contracting Out	202
Letter of Understanding: Healthcare Labour Adjustment Agency Funding	205
Letter of Intent: Benchmark Series Review	209
Addendum: Laundry Worker Benchmark Review	210
Letter of Intent: LTD Plan Rehabilitation Provision	213
Letter: Article 17.06 Bumping	215
Memorandum of Agreement: One-Time Payment 2006-2010 Facilities Subsector Collective Agreement	219
Letter of Agreement: Article 30 – Special Leave	226
Memorandum of Agreement: Employees Laid Off Due to Contracting Out or Due to the Application of the Health Sector Partnerships Agreement Act	232
Memorandum of Agreement: Employees Laid Off Due to Contracting Out or Due to the Application of the Health Sector Partnerships Agreement Act	235

###