

MEMORANDUM OF AGREEMENT  
Between  
FRASER HEALTH AUTHORITY (FHA)  
And  
BRITISH COLUMBIA NURSES' UNION (BCNU)

**RE:**            2009/2010 FHA Budget Mitigation Reorganization Process

**Preamble:**    FHA has a budgetary shortfall of approximately \$160 million in the current fiscal year. To that end, the FHA has instituted many initiatives to achieve cost savings including the reorganization of certain care delivery models. This has a direct impact on members of the BCNU employed in FHA. To that end, FHA and BCNU have entered into Section 54 discussions, pursuant to the Bill 29 negotiated settlement and the Labour Relations Code, regarding changes occurring in the delivery of health care in FHA.

The parties have reached agreement on the following process which is intended to retain and redeploy Nurses within FHA and, where necessary, to facilitate the displacement processes under the collective agreement, while preserving existing rights and obligations, based on the following principles:

- The parties agree to an enhanced displacement process in order to lessen anxiety amongst BCNU members and to facilitate an expedited job selection process in an effort to minimizing bumping.
- As part of the enhanced displacement process and in consideration of our recruitment objectives, FHA has committed to educational funding for any affected member who requires training to fill a speciality RN vacancy.
- That all employee rights under the collective agreement will be preserved.
- The FHA's intention is to retain nurses in the health authority's system while meeting targeted initiative implementation date(s).

The agreement reached on the enhanced process is set out as follows:

1.    This enhanced process will cover all health care redesign initiatives occurring in Fraser Health for which the Union received Section 54 notice in September of 2009. These include introduction of PATH, elective surgical reduction and changes occurring at QPCC.
2.    The Union has agreed that all temporary vacancies pursuant to Article 17 and the June 27, 2007 Memorandum of Agreement do not have to be posted

but can be offered as regular positions. However, any affected member who may be interested in these positions must be made fully aware that they should continue to apply for other regular positions which are posted as they may be displaced upon return of incumbent.

3. Job Fair

- a. At each worksite where there will be reorganization initiatives instituted as per point 1, a job fair will be held for all affected members between October 1<sup>st</sup> to 6<sup>th</sup>, 2009.
- b. Prior to the date of the job fair, the unit Managers and HR, in conjunction with the local stewards and LROs, will agree to which units will be included in the job fair. These units will include units that will have an increase or decrease in staffing due to implementation of the initiatives or have a change in method of patient care delivery.
- c. All vacancies, which include new and changed lines in new and changed rotations, from that worksite will be offered to affected employees in order of seniority. In this process, employees may change status from FT to PT or vice versa and may alter their FTE complement. For the purposes of this agreement only, they may choose a specialty vacancy which will have training monies attached.
- d. If the employee does not choose any of the vacancies during the job fair at their worksite, they will be given displacement notice with the inherent rights attached pursuant to Article 19 of the PCA on October 13, 2009.

4. Speciality Education

- a. Employees choosing a speciality vacancy will complete and submit an application for speciality education indicating their interest in pursuing this option.
- b. Employees who are placed in speciality education lines prior to having completed the requisite training may be subject to redeployment. The parties agree to engage in further discussion as to what this may look like.
- c. Employees who are not successful in completing the speciality education training will be displaced pursuant to Article 19 of the PCA.


5. Rotations

- a. The Union agrees that the successful selection of positions from the new and changed rotations through the job fair process, as outlined in point #4 will satisfy the requirements of Article 25.04 for all employees. Notwithstanding this agreement, if employees wish to change their schedule, the provisions of Article 25.02 shall apply. At the local level, the parties will meet to resolve issues surrounding special circumstances for individuals in respect to the waiver of the 6 week work schedule posting period.
- b. Where a new or changed extended shift rotation is being implemented and nurses have signed the overtime waiver, the Union agrees that the rotation can be implemented as developed prior to getting approval from the Union. The agreement to implement without approval is with the


understanding that the employer will work with staff to correct any problems identified prior to or during the approval process.

- c. If issues arise out of (a) or (b) above and resolution cannot be reached at the local level, the issue will be referred to Wendy Strugnell, FHA Director and Peggy Dyke, BCNU Coordinator for resolution.
6. BCNU and FHA agree to jointly communicate with affected RNs to explain the purpose and benefits of the new processes.
7. The entirety of this agreement is concluded on a without prejudice, without precedent basis. Further, the parties expressly commit that this agreement will not be referenced in collective bargaining or in respect of any other matter involving these or any other parties.

**FRASER HEALTH AUTHORITY**

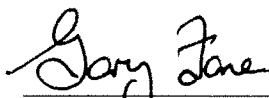
  
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Geoff Crampton

Sept 29/09  
Date

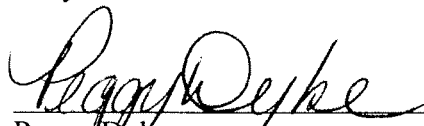
  
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Wendy Strugnell

Sept 29/09  
Date

**BRITISH COLUMBIA NURSES' UNION**

  
\_\_\_\_\_  
Gary Fane

Sept. 29/09.  
Date

  
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Peggy Dyke

Sept. 29/09.  
Date