D R A F T
Collective Agreement

between

THE PARAMEDICAL PROFESSIONAL BARGAINING ASSOCIATION

and

HEALTH EMPLOYERS ASSOCIATION of BRITISH COLUMBIA

WITHOUT PREJUDICE

E&OE

Draft - E&OE - May 20, 1997
Note: Employment Security Labour Adjustment Provisions are effective as of March 30, 1996
Melded Collective Agreement provisions are effective as of May 26, 1997
Levelling Provisions: Awaiting final outcome

SCHEDULE **OF** HOSPITALS AND
HEALTH ORGANIZATIONS

(LIST TO BE AMMENDED)

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ARTICLE 1 - DEFINITIONS

The Association - means The l Professional rgaining As:

BCGEU - means the BC Government and Employees Union

BCGEU Offices - addresses

Calendar Statutory Holiday - means the actual named day, e.g. Christmas Day, December 25.

Certification - means the Certification awarded by the Labour Relations Board of British Columbia to the Health Sciences Association ***or*** to ***the BC Government and Service Employees Union***

Classification - means one of the grades within a paramedical group listed in the Wage Schedules of this Agreement.

Dayshift - means a shift in which the major portion occurs between 0800 hours and 1600 hours.

Employee - means an employee covered by the Certification.

Employer - means the HEABC Member Hospital or Health Organization named in the Certification.

Evening Shift - means a shift in which the major portion occurs between 1600 hours and 2400 hours.

HEABC - means The Health Employers Association of British Columbia.

HSA *Office* - #600 - 4710 Kingsway, Burnaby, British Columbia, V5H 4M6.

HSA - means the Health Sciences Association of British Columbia.

Steward - means an employee of the employer designated by ***the union*** to act as local representative.

Hourly Rate - means an employees' monthly salary multiplied by 12 and divided by 1879.2 (261 work days X **7.2).**

Increment Step - means the annual gradation of monthly salaries within a classification, as set out in the Wage Schedules of this Agreement.

Night Shift - means a shift in which the major portion occurs between 2400 hours and 0800 hours.

Overtime - means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01.

Scheduled Statutory Holiday - means the day scheduled by the Employer as the paid day off to be taken on or in lieu of a calendar statutory holiday.

Seniority - is as defined in Article 6.04.

Spouse - includes a person living with an employee as a spousal partner for a period of not less than two (2) years.

Union - means the Paramedical Professional Bargaining Association, the Health Sciences Association or the BC Government and Service Employees Union as the context requires. unless otherwise specifically stated.

Weekend - means the period between 2400 hours Friday and 2400 hours Sunday for the purposes of Article 24.08.

ARTICLE 2 - PURPOSE OF AGREEMENT

2.01 The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and ***the union,*** and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

2.02 The parties to the Agreement share a desire to provide quality care in British Columbia Hospitals and ***Health organizations***, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS & BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer (Reference: Article 27.02: Shift Posting).

Employees at the commencement of their employment and at all times will be kept advised by the Employer into which of the following categories they are assigned.

3.01 Regular Full-time Employees

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 24.01, in shifts ranging between seven point two (7.2) hours and eight (8) hours inclusive, or equivalent. (For shifts in excess of eight (8)

hours, see Memorandum of Agreement - Extended Work Day or Extended Work Week.)

Benefit Entitlement

Regular full-time employees accumulate seniority and are entitled to all benefits of this Agreement.

3.02 Regular Part-time Employees

Regular part-time employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than 36 hours per week.

Benefit Entitlement

Regular part-time employees accumulate seniority and are entitled to all benefits of this Agreement, except the following benefits will be provided on a proportionate basis:

(a) Article 13: Severance Allowance,

(b) Article 17: Leave - Education,

(c) Article 19: Leave - Sick,
19.01: Accumulation,
19.05: Benefits Accrued,
19.11: Specialist Appointments,

(d) Article 20: Leave - Special,

(e) Article 21: Leave - Statutory Holidays,
21.01: Statutory Holiday Entitlement,

(f) Article 22: Leave
22.02,

(g) Article 23: Leave - Vacation,
23.07: Annual Vacation Entitlement,

(h) Article 37: General Provisions,
37.02: Isolation Allowance,

(i) Provisions of the Wage Schedule,
(4): Qualification Differential.

3.03 Casual Employees

Circumstances Where Casual Employees Can Work

Casual employees are employed to work in the following capacities:

(1) on a call-in basis and not regularly scheduled; or
(2) in a temporary workload situation; or
(3) relief in a specific position.

This does not include relief in a succession of specific positions which are anticipated to equal or exceed, in aggregate, four months duration.

Wage and Benefit Entitlement

Casual employees are entitled only to the following provisions of the Collective Agreement:

(a) Wage Entitlement

(i) A casual who is a new employee will be placed on the appropriate increment step according to previous experience.

(ii) Casual employees who have been placed on an increment step move to the next step upon completion of a total of 1879.2 hours worked for that employer at that increment step and for another health care employer signatory to the master agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.

(iii) A regular employee who terminates their employment and is rehired by the same ernployer as a casual employee within 30 calendar days shall retain the same increment step held as a regular employee and be credited with the appropriate hours spent at that step.

(iv) A regular employee who, at the Employer's discretion, transfers to casual status shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

(b) Benefit Entitlement

(i) Premium and Allowances

Casual employees will be paid any earned shift differential, overtime, on-call, call-back and call-back travel allowance pay.

(ii) **Health and** Welfare **Coverage**

Upon completion of one hundred and seventy-two point eight (172.8) hours, casual employees shall be given the option to enrol in the following benefit plans:

(a) medical services plan;
(b) dental plan;
(c) extended health plan;

An employee who makes an election under this provision must enrol in each and every of the benefit plans and shall not be entitled to except any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits and the employee shall not be permitted to re-enrol.

Benefit Premium Refund

Subject to the following conditions, casual employees shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

(a) In order to be eligible, casuals, once enrolled in the plan, must have worked for the preceding year, employees must have worked 939.6 hours. The hours may be accumulated while working either as a casual or while filling a temporary vacancy of four (4) months or longer during the yearly period October 1 to September 30.

(b) The employer shall pay eligible employees the lump sum refund by November 1 of each year.

(c) Employees failing to attain for the preceding year, 939.6 **hours** as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.

(d) Should a casual employee enrol in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

(iii) Vacations and Statutory Holidays

Casual employees shall receive 12.2% of their straight time pay exclusive of all premiums, in lieu of scheduled vacations and statutory holidays.

Casual employees are entitled to the following premium rates of pay on statutory holidays:

A casual employee who works on a statutory holiday listed in Article 21.01 shall be paid two (2) times her/his rate of pay.

A casual employee who works on a statutory holiday, listed in Article 21.07, shall be paid two and one-half (2.5) times her/his rate of pay.

Casual employees who work on a statutory holiday are' not entitled to another day off with pay.

(iv) Overtime - Statutory Holidays

A casual employee who works overtime on any statutory holiday as outlined in Article 21.01 shall be paid overtime in accordance with Article 25.03(c).

(v) Seniority

Casual employees will be entitled to accumulate seniority in accordance with Article 6.04: Seniority.

Casual employees will be entitled to use such seniority when applying for vacancies in regular staff positions.

(vi) Grievance and Arbitration

Casual employees have access to the grievance and arbitration procedures (Reference: Article 7: Grievance procedure, Article 8: Arbitration.)

(vii) Other Provisions

Casual employees shall be covered by the following clauses of the Collective Agreement:

6.02	Probation
24.01, .02, .05, .06, .07	Hours of Work
30	Previous Experience
36	Uniforms
37.01	Exempt and Save Harmless
37.03	Personal Property Damage
38.00	Safety and Occupational Health
39.00	No Harassment
41.00	Employee Evaluation and Records

(viii) **Leave - Court Duty (Article 16.02)**

A casual employee is entitled to paid leave for court **duty** where the employee is appearing as a representative or on behalf of the employer.

3.04 Casual to Regular Status - Increment Determination

A casual employee who becomes a regular employee **will** be paid the higher increment which results from either:

recognition of casual experience at one increment for every 1957.5 hours worked prior to September 30, 1993, and for every 1879.2 hours worked after September 30, 1993-as a casual in the health ***organization****

or

recognition of previous experience under Article 30.

or

recognition of portability under Article 29.

$$\frac{\text{'Total hours worked (for hours before the first pay period prior to September 30, 1993)}}{163.125} + \frac{\text{'Total hours worked (for hours worked after the first pay period prior September 30,1993)}}{156.6}$$

If the remainder exceeds .78 hours, the employee will be given credit for a full month.

If the remainder is .78 hours or less, the employee will not be given credit for the month.

An employee who is transferring from casual to regular employment who previously worked as a regular employee shall be credited with the service, and the vacation, sick leave, severance and special leave benefits and entitlement earned in the previous period or periods of regular employment.

3.05 Employee Working Concurrently For More Than **One** Employer

A regular employee who works concurrently in two (2) or more HEABC member ***health organizations***, by prior arrangement between the Employers, shall receive the benefits provided by the Agreement that the employee would receive if the employee's total hours of work were accumulated with a single Employer.

ARTICLE **4** - MANAGEMENT RIGHTS

4.01 General Rights

The management of the ***health organization*** is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by ***the Association*** as being retained by the Employer.

4.02 Direction of Employees

The direction of employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Collective Agreement.

4.03 Employer Rules

Employees shall be governed by rules adopted by the Employer and publicized on notice boards, or by general distribution, provided that such rules are not in conflict with the Agreement.

ARTICLE **5** - ***UNION*** RECOGNITION, RIGHTS AND SECURITY

5.01 ***The union*** as Exclusive Bargaining Agent

The Employer recognizes the ***association*** as the exclusive bargaining agent for all employees for whom ***the union*** has been certified as bargaining agent.

5.02 Maintenance of Membership

Employees covered by the Certification who, at the effective date of the Agreement were members of ***the union,*** shall maintain their membership in good standing as a condition of continuing employment.

5.03 Membership of New or Porting Employees (Agreed but subject to review pending levelling discussions)

From the effective date of this Agreement new employees covered by the Certification shall become members of ***the union*** and shall maintain membership in good standing in ***the union*** as a condition of continuing employment.

Employees affected by the portability provisions of this Agreement shall become members and/or maintain membership in ***?he union*** as of the first day of their employment with the new Employer and shall maintain membership in good standing in ***the union*** as a condition of continuing employment.

5.04 Dues Authorization

Employees covered by the Certification shall as a condition of continuing employment authorize deductions from their monthly salary of ***union*** dues, or the amount equivalent to dues.

Failure to authorize such deductions shall constitute cause for dismissal.

5.05 Dues **Check-off** and **Initiation** Fee

The Employer agrees to the check-off of ***union*** monthly dues and initiation fees and **shall** remit such dues and fees to ***the union*** within **28** calendar days from the date of deduction. Dues shall be effective from the first day of employment.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown **on the** T4 slip **in** the amount **of the deductions paid** to the Union by the employee **in** the previous tax year. Such receipts shall be provided to the employee prior to March **1** of the succeeding year.

5.06 Membership and Dues **Authorization Forms**

The Employer shall ensure that Application for Membership forms as well as Dues Authorization forms are signed by new employees at the earliest possible date following their commencement of employment.

5.07 Amount of Dues and Fees

The union shall inform the Employer in writing sixty (60) days in advance of any change in the amount of dues or initiation fees to be deducted from each employee.

5.08 Bargaining Unit Information

(a) The Employer shall provide ***the union*** designate and the ***union*** Steward monthly, with lists of new, resigned and terminated employees, or a system as mutually agreed between the Employer and ***the union.*** The list shall specify whether the employees are regular or casual and the date of their commencement or termination of employment.

(b) By January 31 of each year, the employer shall provide the ***union*** head office with an up to date seniority list, including the status of each employee and the telephone number of each employee according to the employer's records. Where the employer has a consolidated record of the employees' grades and/or increments, or where such information can be readily compiled, the employer shall **also** provide this Information to the ***union*** head office.

5.09 *Union* Stewards

(a) ***The union*** shall advise the Employer in writing of the names of ***the union*** Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.

(b) ***The union*** Stewards shall be allowed reasonable time while on **duty** without loss of salary consistent with the operational requirements of the Employer to process grievances under Article 7 and to attend labour/management meetings. Stewards who attend labour/management meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

5.10 ***Union*** Staff

The union will inform the Employer whenever any union Staff or designate intend to visit the Employer's place of business. Such Staff shall be granted access to the Employer's premises upon the prior consent of the Employer, which consent shall not be unreasonably withheld. Such visits will be completed in as short a time as possible so that the normal operation of the Employer will not be unduly disturbed.

5.11 Retention of Benefits

Union leave under the following three sections will be unpaid. The Employer will maintain the regular pay and bill the union for the costs of the employee's salary and benefits. Union leave is not unpaid leave for the purposes of Article 22.02. [i.e. such leave will not affect the employee's benefits, seniority or increment anniversary date].

5.12 Short Term Leave

~~HSA~~ LTD trustees and ***union*** stewards or designates may apply in writing to the Employer for short term leaves of absence for; attendance at union conventions, union courses, and ***union*** committees.

The employee will give reasonable notice, which will be at least 7 days.

The Employer will make every reasonable effort to accommodate such leave, and shall grant it subject to the ability to maintain the operational needs of the department.

With the exception of members of the Union's executive council, the employer is not required to grant more than 20 days LOA per calendar year under this provision.

5.13 Negotiations and Essential Services

The Employer shall grant leaves of absence to members of the Union's negotiating committee and representatives engaged in a process to determine essential services at the employer's ***health organization***, as required.

The employees involved shall give as much notice as possible.

5.14 Executive Council Member

Members of the union executive council may apply in writing to the employer for leave of absence to attend to union business. The employee will give reasonable notice to minimize disruption of the department. The employer will make every reasonable effort to grant such leave and, except where the employee's absence will significantly limit the operational capabilities of the department, the leave will be granted.

Mutually acceptable arrangements for leaves of absence for the president of the union will be made with the president's employer.

5.15 *Union* Employment

Union members appointed or elected to a paid position in ***the union*** shall be granted an unpaid leave of absence up to one year. Unpaid leave of absence in excess of one year may be granted by mutual agreement between ***the union*** Head Office and the Employer.

5.16 Legal Picket Line.

During the term of this collective agreement, the union agrees that there will be no strike and the employer agrees that there will be no lock out.

Subject to directives issued under provincial labour statutes, if an employee refuses to cross a legal picket line, the employee will be considered absent without pay and it will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

ARTICLE 6 - MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY

6.01 Medical Examination and Immunization

When required by the Employer, for legitimate medical reasons, an employee must as a condition of continuing employment, take a medical examination, medical tests or undergo vaccination, inoculation and other immunization and it shall be at the expense of the Employer.

Expenses for medical examinations will not be borne by the Employer when required in the following situations:

(a) for proof of illness under Article 19.04.

(b) for maternity leave purposes under Article 18.01.

6.02 Probation

An employee shall be probationary during the employee's first three (3) calendar months continuous employment.

The term "3 calendar months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

Casual employees will be subject to a ***468***-hour probationary period or 6 months work from the date of the commencement of work; whichever occurs first.
A new employee hired to a department head position shall serve a 4-calendar month probationary period.

The parties agree that the probationary period shall be utilized by the Employer for the purposes of evaluating new employees in order to determine their overall ability and suitability as employees in their particular position.

Probationary employees shall have the right of grievance and arbitration.

If the employer dismisses a probationary employee, the employee shall be reinstated if it is shown that the termination was unreasonable.

By mutual agreement in writing between the union Head Office and the Employer, the probationary period may be extended.

6.03 Anniversary Date

If a regular employee is retained as a regular employee following completion of a probationary period, the initial date of regular employment with the Employer shall be the employee's anniversary date for the purpose of determining benefits and increment anniversary date except as determined in accordance with the portability provisions of this agreement, Article 29.02(c).

6.04 Seniority (Agreed but subject to review pending levelling discussions)

The principle of seniority as defined in this Article is recognized by the Employer.

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment; plus any seniority accrued, while working as a casual employee of the Employer.

Seniority for casual employees is defined as the total number of hours worked by the employee for the Employer, including hours worked as a regular employee.

Seniority relates to institutional seniority only and is not portable (except as modified by the E.S.L.A.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Discussion of Differences

If a difference arises between the Employer and an employee, or between the Employer and the union, concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

7.02 Fair Procedures

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of her/his right to have a steward present.

7.03 Resolution of Differences

The following procedure shall be used for the resolution of differences referred to in 7.01 other than for the dismissal of employees.

Stage 1

An employee with a difference shall discuss it with the employee's immediate supervisor. If a settlement is not reached, the employee shall advise the ***union*** Steward of the difference and write down the details of the grievance on the prescribed form. The grievance form shall be submitted to the grievor's immediate supervisor within 21 calendar days of the date on which the employee first became aware of the difference.

Stage 2

The parties within the employer's operation shall make every reasonable effort to resolve the difference. If a settlement is not reached, then the grieving party may advance the grievance by notifying the other party in writing within 14 calendar days from the date the grievance was submitted.

Stage 3

The parties, the ***union's designate*** and HEABC, shall make every reasonable effort to resolve the difference. Failing settlement, the ***union,*** the employer, or HEABC may refer the matter to arbitration within 28 calendar days of the difference being advanced to Stage 3.

7.04 Resolution of Employee Dismissal Disputes

Within 28 calendar days of the occurrence of the dismissal, a written grievance shall be presented to the Administrator or a designated representative. The grievance form shall contain the details of the dispute and will be signed by the grievor.

The dispute shall then be resolved through the procedures outlined in Stage 3 of Article 7.03 - Resolution of Differences.

7.05 Policy Grievance

If a difference relative to the terms of the Agreement arises between the ***union*** and the Employer, and does not directly involve an employee, it shall be resolved through negotiation between the Health ***organization*** Administrator or her/his representative, a representative of the union, and a representative of HEABC. The difference shall be discussed within 14 calendar days of its raising, and if not resolved within 28 calendar days of that date, may be referred to arbitration in accordance with Article 8.

7.06 Time Limits

Time limits at Stages 1, 2, 3, or Sections 7.04 or 7.05 may be extended by the parties involved. However, if a time limit is exceeded without an extension, the grievance shall be deemed to be abandoned, subject to Section 89 of the Labour *Relations* Code.

ARTICLE 8 - ARBITRATION

8.01 (a) Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to a Single Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

(b) The objects and purposes of this section are to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.

(c) The Parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.

(d) At least thirty days prior to the date of an arbitration hearing the parties shall meet to disclose fully each party's case and to seek to resolve the grievance.

(e) Each party will set out for each grievance its understanding of the matter in dispute, including its position on the facts in dispute and the relevant law.

(f) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.

8.02 The decision of the Single Arbitrator shall be final and binding on both parties.

8.03 The expenses and compensation of the Single Arbitrator shall be shared equally by the parties.

8.04 The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitration board, provided the dispute involves the Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by ***the*** union.

8.05 An arbitrator selected under this Article of the Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless the time limit is extended by mutual agreement between the parties.

8.06 Expedited Arbitration

(a) A representative of HEABC and the Union's designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

(b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates

shall be agreed to by the patties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.

(c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

(d) As the process in intended to be informal, outside legal counsel will not be used to represent either party.

(e) All presentations are to be short and concise and are to include a comprehensive opening statement. The patties agree to make limited use of authorities during their presentations.

(9 Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

(g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

(h) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three **(3)** working days of the hearing.

(i) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

(j) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

(k) The parties shall equally share the costs of the fees and expenses of the arbitrator.

(l) The expedited arbitrators, who shall act as sole arbitrators, shall be Colin Taylor, Vince Ready, Stephen Kelleher, Heather Lang, and Don Munroe.

(m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.

(n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 9 - VACANCY POSTING

The following article is to be interpreted and applied consistent with the Addendum: Report and Recommendation of IIC Vincent L. Ready

9.01 The Employer agrees that when a vacancy occurs for a position covered by the ***union*** certification, the Employer will give ***union*** members in the ***Health organization*** first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy, they will be given a verbal explanation as to why their application has not been accepted, if the employee so requests. ***The following process shell be followed in filling a vacancy:***

a) Regular employees in the bargaining unit of that ***health organization*** and casual employees with more than 2400 hours seniority in the bargaining unit of that health ***organization*** who have indicated in writing a desire for regular work. The vacancy will be filled according to the criteria in the collective agreement;

b) Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;

c) Other qualified employees who are identified by the labour adjustment program, on the basis of seniority;

d) Bargaining unit members in that health ***organization*** who are casual employees according to the criteria in the collective agreement;

e) External candidates, including displaced non-contract personnel;

Under steps (b) and (c) these issues would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of the Collective Agreement shall apply.

Positions funded for specific project, i.e., grant funded, capital projects, etc., will be posted pursuant to the Collective Agreements and the ESLA.

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

9.02 The employer will post notice of vacancies for positions covered by the ***union*** certification. The notice will be posted, where employees can see it, for at least seven *(7)* calendar days before the closing of the competition.

The employer agrees to post notice of temporary vacancies of 4 months duration or longer. A regular employee who bids into the vacancy will revert to her/his previous position on the expiry of the temporary vacancy. A casual employee who bids into the vacancy will have her/his status changed to regular for the duration of the vacancy and will revert to casual status on the expiry of the temporary vacancy.

The notice of vacancy will provide the following information:

- a summary of the duties
- commencement date
- required qualifications
- classification/salary grid level
- full-time or part-time
- hours of work

In the case of temporary positions of four (4) months' duration or longer, the notice will include the expected duration of the position.

9.03 The employer will accept an application for an anticipated posting(s) from an employee who may be temporarily absent from her/his normal place of employment. The employee must be available for an interview within 7 calendar days following the closing of the competition or by the time the schedule of interviews for other internal candidates is complete. This provision is not intended to permit standing applications.

9.04 A copy of the posted notice will be sent to the union representative or her/his designate within the aforementioned 7 calendar days.

9.05 Upon selection of a successful candidate to fill a vacancy, the Employer will post the name(s) of the successful candidate(s) within seven **(7)** calendar days of making the appointment, and provide the ***union*** representative with a copy of the posting.

9.06 Paramedical positions will be filled by paramedical personnel. (Agreed but subject to review pending levelling discussions)

9.07 The following changes to the status or scheduling of a position create a requirement to post under section 9.01:

(a) a change in status between full-time and part-time, or
(b) a change in scheduled hours of more than 7.5 hours per week, or
(c) a change in assigned permanent shift (i.e. days, evenings, nights).

If the incumbent does not apply or applies and is not appointed then the employee can exercise rights under Article 10.05.

The Employer will consider the impact of the proposed change on the incumbent before making a change in status or a significant change in hours of work.

ARTICLE 10 - PROMOTION, DEMOTION, TRANSFER OR LAY-OFF

10.01 Application of Seniority

(a) In the promotion, demotion, transfer or lay-off of employees, in respect of Grade 1 positions, capability, performance, qualifications, and seniority shall be the determining factors.

(b) In the promotion, demotion, transfer or lay-off of employees, in respect of positions other than Grade 1, capability, performance and qualifications shall be the primary consideration. When such factors are equal between employees, seniority shall be the determining factor.

10.02 Promotional increase

Pending Levelling

10.03 Relieved of Promotion or Transfer

An employee who requests to be relieved of a transfer or promotion within the first 90 days in the new job shall be returned to the employee's former job or a mutually acceptable alternative position without loss of seniority and benefits.

For the first 3 calendar months in a new position a promoted employee shall be qualifying in that position and if unsatisfactory shall be returned to the employee's previous classification and salary structure without loss of seniority and benefits. In the case of an employee promoted to a department head position, the time period will be four (4) calendar months.

10.04 Demotion

(a) Voluntary Demotion

An employee requesting a voluntary demotion from a higher rated position and who is subsequently demoted to the lower rated position, shall be paid on the increment step of the lower rated position salary structure equivalent to the step the employee would have attained had the promotion not occurred. A voluntary demotion will not change an employee's increment anniversary date.

(b) Involuntary Demotion

An employee assigned to a lower rated position shall continue to be paid at the employee's current rate of pay until the rate of pay in the new position equals or exceeds it.

10.05 Lay-Off in Reverse Order of Seniority

In the event of a reduction in the work force, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the Employer's requirements for the work of the laid off employees.

10.06 Retention of Seniority and Benefits on **Lay-Off**

Laid off employees with more than three month's service shall retain their seniority and benefits for a period of one year and shall be rehired on the basis of last off - first on provided their capability and qualifications meet the employer's requirements for the **job.**

Laid off employees with more than three months' service will continue to accrue all benefits and seniority for the first 20 working days. (Reference: Article 22.02.) For periods in excess of twenty (20) working days benefits and seniority will not accrue. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

10.07 Lay-Off (Agreed but subject to review pending levelling discussions)

Regular employees, except employees who are dismissed for cause, who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, will receive notice or pay in lieu as follows:

(a) Regular Full-time Employees

(i) Less than 5 years service - 28 calendar days notice

or

regular pay for 144 work hours.

(ii) Minimum of 5 **but less** than 10 years service - 40 calendar days notice

or

regular pay for 216 work hours.

(iii) More than 10 years service - 60 calendar days notice

or

regular pay for 288 work hours.

(b) Regular Part-time Employees

Regular part-time employees require the same notice, however pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month* (excluding overtime)} \times \text{**(work days) in lieu of notice}}{156.6}$$

* Includes leave without pay up to 144 working hours. (Reference: Article 22.02.)

** Entitlement as in (a) (i), (ii) or (iii).

Service with a previous Employer will not be included as service for the purpose of this Article.

The period of notice must be for the time scheduled to be worked and must not include accrued vacation.

Where notice of layoff is given to an employee, a copy of the notice will be given to the chief steward and to the union office.

ARTICLE 11 - NEW AND RECLASSIFIED POSITIONS

Pending Levelling.

ARTICLE 12 - RESIGNATION

12.01 Resignation - Regular Employees

Employees will make every possible effort to give twenty-eight (28) calendar days' notice when resigning from the *Health organization*. Except where it would not reasonably be possible to give such notice any employees leaving with less than twenty-eight (28) calendar days' notice will be paid earned vacation entitlement less two percent (2%). For example an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc. The period of notice must be for time to be worked and must not include vacation time.

ARTICLE 13 - SEVERANCE ALLOWANCE

NOTE: MONETARY PROVISIONS IN THIS ARTICLE ARE Pending Levelling

13.01 Severance Allowance

Employees with ten (10) years of service (other than those mentioned in Item (c) below) will be entitled to one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Employees eligible for the above severance allowance must be in one of the following categories:

(a) Employees of their own volition leaving the Employer's work force after their fifty-fifth (55) birthday.

(b) Employees whose services are no longer required by the Employer (health ***organization*** closure, job redundancy, etc.) except employees dismissed for just and proper cause.

(c) Employees who are required to retire from the Employer's work force because of a medical disability shall be entitled to a severance allowance regardless of length of service. In this clause medical disability means the total and permanent incapacity of the employee arising out of mental or physical disability to fill or occupy any position in the service of the Employer and made available to the employee, the duties of which the employee might reasonably be expected to carry out.

(d) Employees with ten (10) years of service who die in service.

Years of service for severance allowance purposes for part-time employees will be calculated on the following basis:

$$\frac{\text{Total Hours Paid' (excluding overtime)}}{1879.2}$$

* Includes leave without pay up to 144 working hours. (Reference: Article 22.02.)

For calculation purposes, all hours worked before the first pay period prior to September 30, 1993, will be divided by 1957.5 hours, and hours worked after September 30, 1993 will be divided by 1879.2.

13.02 Application **of** Portability to Severance Allowance

An employee who terminates in a ***health organization*** where ***the union*** is certified and which is a member of HEABC and is re-employed within one (1) calendar year in a ***health organization*** where ***the union*** is certified and which is a member of HEABC shall be entitled to portability of severance allowance. Employees who under above provisions a), b) and c) receive a severance allowance and who subsequently become employed in an union certified health ***organization*** may once again accumulate credit without the necessity of a further ten **(10)** year qualifying period. However, credit will not be given for any period of service for which severance allowance was initially paid.

Portability of severance allowance which requires re-employment within one (1) calendar year of termination is waived in the case of an employee who terminates under Provision (c) above and is later re-employed.

ARTICLE **14 -** JOB SECURITY AND TECHNOLOGICAL CHANGE

The following article is to be interpreted and applied consistent with the Addendum: Report and Recommendation of IIC Vincent L. Ready

14.01 Notice

The employer will provide notice and relevant information to the union, as early as possible in advance of an anticipated technological change or change in procedure or type of service offered that will result in the change of the employment status of an employee.

14.02 Technological Change - Lay-off

The employer agrees to take all reasonable steps so that an employee will not lose employment because of changes outlined in 14.01. Normal turnover of employees to the extent that it arises during the period when this change occurs, will be utilized to absorb employees who otherwise would be displaced. When it is necessary to reduce staff due to the changes outlined in 14.01, lay-offs will be done in accordance with the provisions of Article 10.05.

14.03 Amalgamation

Where the terms of the current collective agreement do not contemplate the circumstances of a proposed amalgamation or of a change outlined in 14.01, the parties will meet to negotiate a separate memorandum. Failing agreement in these negotiations either party may refer the difference to arbitration.

14.04 Contracting Out

The employer will not contract out bargaining unit work that will result in the lay-off of employees.

This section does not apply to contracting out work for bona fide operational reasons to other health organizations covered by this collective agreement, provided that every reasonable effort is made to find alternate employment for any employee affected.

This section does not prohibit contracting out of a new service or type of work notwithstanding that it may involve the lay-off of an employee who was hired specifically for that service or work (and who was so informed at the time of hiring). For purposes of this paragraph, a service or type of work ceases to be new after 12 months.

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

14.05 Employment Security

HEABC and the unions agree that all members in health organizations covered by this agreement will be protected by employment security as set out herein.

Displaced employees shall, following the expiration of their notice period under the collective agreements, retain employment security for a period of up to twelve months during which time every effort will be made to place such employees into gainful employment (hereinafter called "employment security period"). Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and employment security period will be terminated. This does not affect an employee's recall rights under the collective agreements.

The health organization from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA shall reimburse the health organization for any portion of the employment security period in excess of six months.

Note: See progress chart set out in addendum at page ___

14.06 Voluntary Solutions

The parties agree that voluntary solutions to problems and adjustments which arise from regionalization and restructuring are the best ones and will make every effort to achieve them.

The employer shall notify the union(s) of any proposed labour adjustment initiative in accordance with the general principles of Enhanced Consultation.

The parties shall meet with respect to the proposed initiative and explore means whereby the matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

In the event of reduction resulting from any labour adjustment or downsizing initiative the employer together with the unions will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary

basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

The parties at the health organization level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the terms of the respective collective agreements.

14.07 Temporary Positions

Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

14.08 Transfers

Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another health organization, but only becomes ported after the employee moves into an existing vacancy.

In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority as outlined above. An employee can refuse a transfer if:

- the transfer is out of the region; or,
- except where the transfer is a result of the closure of a health organization, the employee has other employment options under the collective agreement at the health organization from which the service or program is being transferred.

The health organization receiving the program will determine the number and category of employees. Where the receiving health organization does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement and, if applicable, this agreement.

14.09 Workload

The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTEs can be reduced without resulting in an excessive workload or

diminishing public access to needed health services is through utilization management.

14.10 Closure of Health Organization

In the case of the closure of health organization, casual employees with more than 3915 hours of seniority acquired within the five years prior to the closure announcement will be covered by employment security provisions.

14.11 Enhanced Consultation

The parties undertake to proceed expeditiously to implement the following:

The parties shall, by means of the processes provided in the GVHS and Enhanced Consultation Awards, promote participation by unions, and by union members designated by unions, in health reform and utilization management to ensure that:

- health reform objectives are advanced;
- waste, inefficiencies, and inappropriate utilization are reduced, or eliminated; and
- employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

14.12

The parties agree that the present agreement fulfills the requirements of Section 54 of the Labour Relations Code. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the unions agree that the present agreement gives notice of technological change and complies with the notice periods in the master agreements. The parties further agree that the present agreement satisfies any other requirement of technological change or the Employment Standards Act (Group Terminations). There are no other tests regarding change.

ARTICLE 15 - LEAVE - COMPASSIONATE

15.01 Compassionate leave of absence of 21.6 working hours with pay to compensate for loss of income for scheduled work days shall be granted by the Employer upon request of a regular employee in the event of the death of a spouse, son, daughter, mother, father, (or alternatively step-parent, or foster parent) sister, brother, mother-in-law, father-in-law, legal guardian, legal ward, or grandparents, step-child, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

15.02 Up to 14.4 hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

15.03 Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

15.04 Compassionate leave shall not apply when an employee is on any unpaid leave of absence.

ARTICLE **16** - LEAVE - COURT DUTY

NOTE: MONETARY PROVISIONS IN THIS ARTICLE ARE Pending Levelling

16.01 An employee subpoenaed for jury duty or as a witness shall be placed on leave of absence for the total period of the court duty. All benefits of the Agreement continue to accrue during this period of leave of absence.

16.02 An employee who is subpoenaed for jury duty or as a witness and placed on leave of absence shall continue to receive regular pay. The employee shall turn over to the Employer any witness or jury fees received as a result of being subpoenaed, providing these do not exceed the employee's regular pay, for the period of the leave.

Notwithstanding the provisions of this Article an employee on leave of absence for court duty is not required to turn over to the Employer more than five (5) days of witness or jury fees per calendar week.

ARTICLE **17** - LEAVE - EDUCATION

NOTE: MONETARY PROVISIONS IN THIS ARTICLE ARE Pending Levelling

17.01 The employer recognizes the desirability of providing a climate for employees to improve their education level, to enhance their opportunities for advancement, and to enhance their qualifications.

17.02 Education leave shall be granted by the employer to regular employees requesting such leave, subject to the following provisions'

(a) The Employer shall grant one (1) day's education leave of absence with pay (at straight time rates) for each day that an individual employee gives of their own time. Education leave of absence with pay is not to exceed 36 hours of employer contribution per agreement year.

The Employer shall grant one (1) day leave of absence at straight time rates when an employee attends an approved educational program on **two** (2) consecutive days off. This one (1) day leave of absence shall be included in the "-36 hours of employer contribution" of an agreement year.

(b) Premium pay does not apply under this article.

(c) Educational leave will be utilized for courses that relate to the employee's profession and are approved by the employer. It may also be utilized to sit exams for relevant professional courses.

(d) Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints. Reasonable expenses for all such leaves will not exceed $400 per employee per agreement year.

(e) Additional unpaid leave for education purposes may be requested by employees. The Employer shall not be responsible for any expenses related to such unpaid leave.

(f) Education leave is not accumulated from Agreement year to Agreement year.

(g) This article applies to expenses, but not to leaves-of-absence, for correspondence courses.

17.03 Application for education leave shall be submitted to the Employer with as much lead time as practical, with due consideration for the staffing requirements of the Employer.

The employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.

17.04 An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, laboratory fees, and course required books, necessary travelling and subsistence expenses. In such circumstances the premium provisions of the agreement shall not apply.

ARTICLE 18 - PARENTAL LEAVE

18.01 Natural Mother

(a) Maternity Leave

A regular employee shall be granted thirty (30) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the employer.

(1) Benefits

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 Leave - Unpaid.

(b) For the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(b) Parental Leave

Within the thirty (30) week leave period granted under 18.01(a), weeks nineteen (19) through thirty (30) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the employer for reasons such as premature birth or a hospitalized infant.

(1) Benefits

For weeks nineteen (19) through thirty (30) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) Parental Leave - Special Circumstances

If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined maternity leave and parental leave of thirty-two (32) weeks, i.e. no combination of maternity and parental leave may exceed thirty-two (32) weeks.

(d) Additional Leave

Any further leave granted beyond the normal thirty (30) week period or the thirty-two (32) week period for special circumstances will be unpaid leave without any benefits.

(e) Sick Leave Provisions

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Unemployment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Unemployment Insurance Act or any wage loss replacement plan.

(f) Notice Required

An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14)

days notice of her intention to return to work prior to the termination of the leave of absence.

(g) Doctor's Certificate

The employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the predicted delivery date.

(h) Incapable of Performing Duties

If an employee is incapable of performing her duties prior to the commencement of her maternity leave, she may be required by the employer to take an unpaid leave of absence.

Where practical, the employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

The employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

18.02 Natural Father

(a) Parental Leave

On four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to twelve (12) weeks parental leave without pay.

(1) Benefits

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 Leave - Unpaid.

(b) For weeks five (5) through twelve (12) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(b) Parental Leave Beyond Twelve (12) Weeks - Special Circumstances

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

(1) Benefits

For weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) Additional Leave

Any further leave granted beyond the normal twelve (12) week period, or the seventeen (17) week period for special circumstances, will be unpaid leave without any benefits.

18.03 Adoptive Parents

(a) Adoption Leave

Upon request, a regular employee shall be granted thirty (30) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same employer, the employees shall decide which of them will apply for adoption leave.

(1) Benefits

(a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 22 Leave - Unpaid.

(b) For the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 22 Leave - Unpaid.

(b) Parental Leave

In the event both adoptive parents are employees of the same employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to twelve (12) weeks parental leave without pay.

(1) Benefits

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 22 - Leave Unpaid.

(b) For weeks five (5) through twelve (12) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) Parental Leave Beyond (12) Weeks - Special Circumstances

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

(1) Benefits

For weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(d) Additional Leave

Any further leave granted beyond the normal twelve (12) week period, or the seventeen (17) week period for special circumstances, will be unpaid leave without benefits.

18.04 Return To Employment

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her/his previous position or to a comparable position, with all increments to wages and benefits to which she/he would have been entitled during the period of the absence.

18.05 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or children residing with the employee, and is subsequently re-employed, upon application, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

(a) The employee must have completed three (3) years of service with the employer.

(b) The resignation must indicate that the reason for termination is to raise a dependent child or children.

(c) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.

(d) This bridging of service will apply to an employee who is employed at a ***health organization*** listed on pages 1 and 2 of the Master Agreement and applies for and receives a regular position in the same ***health organization***.

(e) The employee must serve a three month probationary period.

(f) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

ARTICLE 19 - LEAVE - SICK
Pending Levelling.

ARTICLE 20 - LEAVE - SPECIAL

Pending Levelling

ARTICLE 21 - LEAVE - STATUTORY HOLIDAYS

Pending Levelling

ARTICLE 22 - LEAVE - UNPAID

Pending Levelling

ARTICLE 23 - LEAVE - VACATION

Pending Levelling

ARTICLE 24 - HOURS OF WORK

Pending Levelling

ARTICLE 25 - OVERTIME

Pending Levelling

ARTICLE 26 - TRANSPORTATION ALLOWANCE AND TRAVEL EXPENSE
Pending Levelling

ARTICLE 27 - SHIFT WORK

Pending Levelling

27.02 Shift Posting

The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least twelve (12) calendar days in advance and, where possible, fourteen (14) calendar days in advance. (Reference: Article 21.03).

27.03 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

(a) prior approval of such exchange is given by the employee's immediate Supervisor, and

(b) no employee shall be entitled to any extra compensation other than shift differential to which they would not have been entitled under the Agreement in the absence of such shift change.

ARTICLE 28 - ON-CALL AND CALL-BACK

Pending Levelling

ARTICLE 29 - PORTABILITY OF BENEFITS

Pending Levelling

ARTICLE 30 - PREVIOUS EXPERIENCE

Pending Levelling

ARTICLE 31 : RELIEF AND REGISTERED PSYCHIATRIC NURSE IN CHARGE ALLOWANCE

Pending Levelling

ARTICLE 32 - SUPERIOR BENEFITS
Pending Levelling.

ARTICLE 33 - JOB DESCRIPTIONS

33.01 The Employer shall provide the union with job descriptions of union classifications.

33.02 Employees shall have input and access to their job descriptions.

ARTICLE 34 - HEALTH AND WELFARE COVERAGE

Pending Levelling

ARTICLE 35 - SUPERANNUATION COVERAGE

Pending Levelling

ARTICLE 36 - UNIFORMS

Pending Levelling

ARTICLE 37 - GENERAL PROVISIONS

37.01 Exempt and Save Harmless

The Employer shall ensure:

(a) to exempt and save harmless each employee from any liability action arising from the proper performance of her/his duties for the Employer.

(b) to assume all costs, legal fees and other expenses arising from any such action.

37.02 Isolation Allowance

Pending Levelling

37.03 Personal Property Damage

Upon submission of reasonable proof the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, provided that such personal property is an article of use or wear of a type suitable for use while on duty.

37.04 Pay Cheques or Deposit

Employees shall be paid by cheque or direct deposit, subject to the following provisions:

(a) The statements given to the employees with their pay cheques shall include designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

(b) Employees will be paid during the normal operating hours of the business office as posted on the bulletin board or such other arrangement as may be

agreed upon between the Employer and the employees. Employees on evening or night shift will be paid on the day immediately prior to pay day.

(c) Employees whose days off coincide with pay day shall be paid on the last working day preceding the pay day provided the cheques are available at the work place.

(d) The pay for a vacation period to which an employee is entitled shall be paid to the employee not later than her/his last work day prior to the commencement of the vacation period.

The Employer may implement a system of direct deposit.

37.05 [illegible] Printing **Costs**

Pending Levelling.

37.06 General Provisions

The parties agree that portions of the Collective Agreement have been changed from days to hours for the purpose of Administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and both Employers and Employees will neither gain nor lose any benefit contained in the Agreement.

ARTICLE 38 - SAFETY AND OCCUPATIONAL HEALTH

Pending Levelling.

ARTICLE 39 - NO HARASSMENT

39.01 The parties subscribe to the principles of the Human Rights Act of British Columbia.

39.02 Consistent with the principles of the Human Rights Act, the parties recognize the right of employees to work in an environment free from harassment, including sexual harassment. The employer shall take such actions as are necessary with respect to any person engaging in harassment, including sexual harassment, at the workplace.

39.03 There will be no discrimination against any employee for reason of membership or activity in the union or exercising any right under this collective agreement.

39.04 There will be no discrimination against any employee on the basis of sexual orientation.

ARTICLE 40 - EMPLOYEE EVALUATION AND RECORDS

40.01 Performance Evaluation

When a formal written performance evaluation is carried out, the employee will be made aware of the evaluation and will signify in writing that she/he has seen it. A copy of the evaluation will be given to the employee. If an employee disagrees with the

evaluation, then the employee may object in writing and the objection will be attached to the evaluation that is retained by the Employer.

40.02 Employee Access to Files

An employee will be entitled upon reasonable notice, access to her/his personnel file and without limiting the generality of the foregoing, will be entitled to inspect the formal written performance evaluation and all written censures, letters of reprimand and adverse reports. An employee will be made aware of all such evaluations, censures, letters and reports and upon written request will be provided with copies of the same.

40.03 Any employee who disputes a censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof will become part of the employee's personal record with such amendments or deletions that may be requisite.

40.04 Upon request of the employee all record of any disciplinary action by the Employer will be removed from the employee's file and destroyed 2 years after the date of the incident, provided that no further disciplinary action has occurred in the intervening period.

ARTICLE 41- EFFECTIVE AND TERMINATION DATES

41.01 The term of this agreement is from its effective date of April 1, 1996 until its expiry date of March 31, 1998

41.02 The provisions of this agreement continue until it is superseded by a subsequent agreement.

41.03 It is agreed that the operation of Subsection 4 of Section 50 of the Labour *Relations* Code is excluded from the Agreement.

41.04 a) If either HEABC or The Professional *rga soci.* wishes to propose amendments to this Agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

b) Where no notice is given by either party prior to the expiry date of this collective agreement, notice shall be deemed to have been given under this clause on March 31, 1998.

MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(on behalf of its members)

and

HEALTH SCIENCES ASSOCIATION OF BRITISH COLUMBIA

Re: Seniority

The parties agree to recalculate seniority for those employees who have been moved under the expired Health Accord.

NOTE: Several Memoranda of Agreement and Letters of Understanding are Pending levelling.

PROVISIONS OF THE WAGE SCHEDULE

1. **Wage Schedule**

Pending Levelling

Wage Schedule Adjustments

November 30, 1997 1.0%

The general increase shall be across the board.

4. **Qualification Differential**

Pending **Levelling**

Note: **Employment Security Labour Adjustment Provisions are effective as of March 30, 1996**
Melded Collective Agreement provisions are effective as of May 26, 1997
Levelling Provisions: Awaiting final outcome.

IN THE MATER OF A COLLECTIVE BARGAINING DISPUTE

between

HEALTH EMPLOYERS' ASSOCIATION OF B.C.

and

HOSPITAL EMPLOYEES' UNION
BC NURSES' UNION
HEALTH SCIENCES ASSOCIATION
BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION
INTERNATIONAL UNION OF OPERATING ENGINEERS

REPORT AND RECOMMENDATIONS
OF INDUSTRIAL INQUIRY COMMISSIONER
VINCENT L. READY

TO

THE HONOURABLE PENNY PRIDDY
MINISTER OF LABOUR

Draft - E&OE - May 20, 1997
Note: Employment Security Labour Adjustment Provisions are effective as of March 30, 1996
Melded Collective Agreement provisions are effective as of May 26, 1997
Levelling Provisions: Awaiting final outcome.

1. Introduction

By Notice of Appointment dated April 23, 1996, I was constituted an Industrial Inquiry Commission pursuant to Section 79 of the Labour Relations Code, S.B.C., c.82 in the ongoing collective bargaining dispute between Health Employers' Association of British Columbia (HEABC), and a number of health care unions.

As a result of the Dorsey Commission recommendations, a new bargaining structure of health care unions was created. Through Articles of Association, the Hospital Employees' Union (HEU), British Columbia Government and Service Employees' Union (BCGEU), International Union of Operating Engineers (IUOE) came together to bargain with HEABC at what was referred to as the "Facilities' Bargaining Table". The British Columbia Nurses' Union (BCNU) and HEABC met at the "Nurses' Bargaining Table" and through Articles of Association, the Health Sciences Association (HSA) and British Columbia Government and Service Employees' Union (BCGEU), came together to bargain with HEABC at what was referred to as the "Paramedical Professionals' Bargaining Table".

The collective agreements which govern the relationship between HEABC and the HEU, HSA and BCNU expired on March 31, 1996. Those parties, together with the Government of British Columbia, were also governed by the Employment Security Agreement, commonly referred to as the Health Accord, which expired on March 30, 1996.

Notwithstanding intensive and protracted negotiations, the parties have failed to reach agreement for the renewal of their collective bargaining agreements. Their impasse resulted in the Minister of Labour, the Honourable Penny Priddy, constituting the Industrial Inquiry Commission, the terms of reference for which were carefully crafted so as to appropriately deal with the complex nature of this dispute.

The terms of reference are as follows:

Whereas there is a commitment by the Government of British Columbia to continued high quality, affordable health care with equal access by all of its citizens;

And whereas the structure, organization, management and mandate *of* the health care system has been under review to secure that commitment and, with it, a healthier and happier future for all British Columbians throughout the 1990's and into the twenty-first century;

And whereas in the provision *of* health services is concomitant with the preservation of dignity and respect;

And whereas in these times of rapidly expanding population, technological change and rising costs, the search for innovative solutions and creative alternatives is imperative for the continued sustainability of the health care system;

And whereas the Government of British Columbia has put forward a clear vision for maintaining its articulated commitment to health care along with a direction for achieving improvements in its delivery and cost-effective management;

And whereas the Government of British Columbia commends all employees involved in the management and delivery of health care for their continued dedication to the well-being, health and safety of all of our citizens;

And whereas the collective bargaining agreements between health care employers and their employees have expired;

And whereas negotiations for the renewal of those collective bargaining agreements have not proven successful;

And whereas the preservation of harmonious labour relations is imperative to the continued security of the health care system and the health and safety of all of its citizens to appoint an Industrial Inquiry Commission upon the following terms:

1. Pursuant to s. 79 of the Labour Relations Code, S.B.C., c.82, the Minister of Labour hereby appoints an Industrial Inquiry Commission consisting of Vincent L. Ready.

2. The Industrial Inquiry Commission shall make such inquiries as it deems necessary and advisable to maintain or secure labour relations stability and promote conditions favourable to settlement of the disputes between Health Employers' Association of British Columbia (HEABC) and Hospital Employees' Union (HEU) and Health Sciences' Association (HSA) and British Columbia Nurses' Union (BCNU) and International Union of Operating Engineers (IUOE) and British Columbia Government Employees' Union (BCGEU).

3. The Industrial Inquiry Commission shall, without restricting the generality of the foregoing, inquire into and make recommendations to the parties within such time as it deems necessary, or advisable subject to the provisions of s.79(5); or within such time as the Minister may direct, with respect to the following:

(i) The principles and terms of a labour adjustment agreement;

(ii) The duration and terms of renewal collective agreements including attachments and appendices thereto;

(iii) A process for the negotiation and finalization of collective agreements including attachments and appendices thereto and labour adjustment agreements;

(iv) A process for final resolution of any outstanding issues including the amalgamation or merger of collective agreements and groups within the industry;

(v) A procedure for approval and ratification of recommendations;

(vi) Such other matters as the Industrial Inquiry Commission deems necessary and advisable which, without limitation, may include interim solutions applicable to or necessary to give effect to labour adjustment.

4. In conducting its inquiry and making its recommendations, the Industrial inquiry Commission shall take into account:

(i) the advancement of health reform objectives, including the sustainability of public sector delivery of quality health care;

(ii) the effective and efficient utilization of capital and human resources more particularly described by the Public Sector Employers' Council - **March** (sic) 14, **1996;**

(iii) safe employee workloads;

(iv) the fiscal reality facing health care as a result of cuts in federal cash transfer payments;

(v) the overriding and greater public interest;

(vi) such other factors as the Industrial Inquiry Commission deems relevant.

5. The Industrial Inquiry Commission may make interim recommendations.

6. The industrial Inquiry Commission shall determine its own procedure and shall hire and retain with the agreement of the Minister, such person and resources as it deems necessary and advisable for the proper and efficient carrying out of its mandate.

7. By agreement of the parties there shall be no lay-offs during the term of the Industrial inquiry Commission-

8. By agreement of the parties there shall be no strikes or lock-outs during the term of the Industrial Inquiry Commission.

Pursuant to the Hon. Minister's direction I conducted inquiries on April 26, 29, 30 and May 1, 1996. I wish to express my appreciation to the unions and to HEABC for their comprehensive presentations and written briefs which were provided and presented on very short notice.

2. History of the dispute

Collective bargaining between the parties began at different intervals. At the Facilities Table, HEABC and HEU, BCGEU, IUOE began bargaining on February 22. At this bargaining table, 329 employer collective agreement relationships are covered by approximately 64 collective agreements (including 2 Masters, a number of Standards and single agreements). Employees covered by these agreements number approximately 42,000. The total wage bill is approximately $1.2 billion. The parties met for 16 days but little consensus was achieved.

At the Nurses table, bargaining began between HEABC and BCNU on February 23. At this bargaining table, 280 employer collective agreement relationships are covered by approximately 82 collective agreements (including a Master, a number of Standards and single agreements). Employees covered by these agreements number approximately 25,000. The total wage bill is approximately $996 million. The parties met for 7 days but, like the Facilities Table, very little consensus was achieved.

At the Paramedical Professionals Table, bargaining began between HEABC and HSA and BCGEU on March 7. At this bargaining table, 250 employer collective agreement relationships are covered by approximately 85 collective agreements (including two Masters, a mini-Master and single agreements). Employees covered by these agreements number approximately 8,000. The total wage bill is approximately $511 million. The parties met for 6 days; like the Facilities Table and the Nurses Table, very little consensus was achieved.

I was asked by all the parties to enter these discussions as a mediator. Mediation meetings began on April 1, and took place on April 2, 3, 4, 9, 10, 11, 13, 17, 18, 19, 20, 21, 22, and 23. On April 23, as set out in the introduction, I was appointed by the Minister of Labour as an Industrial Inquiry Commissioner. On April 26, 29, 30 and May 1, I received extensive submissions on the matters in dispute.

It will be seen from the foregoing that the complexity and size of the bargaining tables and the number of issues between the parties is monumental. An important piece of the bargaining picture was the effect and impact of the expiry of the Health Accord on March 30, one day prior to the expiry of the collective agreements. This resulted in the

issue of employment security and labour adjustment becoming the dominant issue between the parties. Indeed this issue overshadowed all of the other important matters.

Even though my involvement has included a number of days as a mediator, I do not have the benefit of any constructive dialogue having taken place between the parties. I am left, therefore, in the difficult and unenviable position of making determinations based on many opposite positions of each party on more than 150 disputed contract issues.

Since the collective bargaining process provides the most appropriate avenue for change at the worksite, coupled with the absence of meaningful collective bargaining, I will, in the Recommendations section of this report, refer a number of matters back to the parties to give them the opportunity to fashion an appropriate collective agreement which will assist change and serve their collective interests.

I turn now to comment on the current and ever-changing health care environment.

3. An overview of the ever-changing health care environment

The Province of British Columbia is in the midst of profound change; change which has swept across once-familiar and comfortable institutions upending established practices and compelling a re-evaluation of the traditional role of employers and workers and the unions which represent them.

Dramatic and perilous economic shifts have affected all sectors of our economy, causing disruption, anxiety and a disquieting absence of permanency. Words like downsizing and restructuring have become everyday terms. They may not be fully understood but everyone understands their implications.

It is of little solace to those affected to say that British Columbia is among the more fortunate in a world buffeted by the winds of economic and technological change.

The health care sector, with which this commission is concerned, is in the thick of change embraced by the words downsizing and restructuring. That change is usually referred to as "health care reform". It has been underway in British Columbia since 1991 with the Report of the Royal Commission on Health Care and Cost. The Report recommended, inter alia, a reduction in reliance on acute care hospitals with high overhead and the implementation of new and creative ways to provide health care services closer to home.

In 1993 the Ministry of Health launched "New Directions for a Healthy British Columbia", a blueprint for the changes recommended by the Royal Commission. That document set out "specific actions to be implemented by the Government in cooperation with health providers and all British Columbians" with the goal of improving the health system and ensuring its sustainability.

The Government of British Columbia accepted the view of the Royal Commission that there should be greater emphasis on community based care and a reduction in the time spent in acute care facilities to approximately 850 patient days per year for each 1,000 people in the Province.

The Health Accord spoke of "a change in the allocation of resources, including human resources . . ." and went on to suggest a reduction of 4,800 FTE's over three years.

As a result of the implementation of the recommendations of the Royal Commission on Health Care and Costs, British Columbia's health care system is entering a transition period that promises to be fraught with change and uncertainty. What may be helpful to recognize in these difficult times, is that this type of journey is not unique to British Columbia, but that health care systems nationally and internationally are experiencing similar pressures for change.

Widespread and increasing fiscal pressures and finite resources are making it necessary to explore cost savings and efficiencies never before considered. At the same time, demographic shifts and increasingly well informed consumers are demanding the highest quality of care available.

The search for efficiencies and the need to break down barriers will be more far reaching than imagined. On page 24 of Dorsey's report and recommendations, he states:

> ***'Boundaries created by funding policies, credentials creating exclusive areas*** of ***practices, professional rivalries and other turf issues, trade union representation and jurisdiction, bargaining unit boundaries and so on, all create present*** *or* ***potential interruptions or breaks in seamless care."***
>
> ***The requirement for flexibility will become paramount in providing quality cam in new and innovative ways. In the new world "the health status of our community is much more than the negative absence of illness, the New Directions am toward improvement*** *of* ***illness prevention and enhanced qualify of life, as well as more effective curative treatments." (Dorsey, p. 10)***

While one cannot predict exactly how this journey will end, it is reasonably certain that before it is ended, significant change will have touched every aspect of care delivery, from governance, to management structure, to the very method by which front line workers deliver care.

Upon reviewing the recommendations of the Seaton Commission and a variety of New Directions documents, it has become abundantly clear that the new health care world may include any or all of the following:

- shifting of resources from institutional to community based care, where appropriate;
- rationalization of existing community based services;
- elimination of fragmentation and duplication of services;
- improving access for consumers and reducing bureaucratic overhead and administration;
- a focus on funding investments in those programs and services which have the best health outcomes and are most appropriate to the needs of individual communities;
- regional or system approach to the integration of management and governance;

- re-location, re-training and adjustment of the labour force.

In the Report and Recommendations of Health Sector Labour Relations, Commissioner Dorsey, at page 18, substantiates the foregoing:

> *"The New Directions policy agenda, following the lead of the Royal Commission, is toward integration and less rigidity. There is a shift toward integration and less rigidity. There is a shift toward a community* care *culture or wellness model of health. The clear challenge in the workplace will be to face and question the need and limit of work practices and divisions of labour and expectations based on the past credentialization of treatment and care procedures. Change will be difficult. Health worker education and training, established procedures, entrenched work practices, and classification structures, collective agreement terms, occupational turf, ingrained attitudes and beliefs and public expectations and conditioning are only a few of the hurdles . . .."*

in the midst of all of this, it must be remembered that change can only result in constructive and positive outcomes if it respects the values, traditions, cultures and history of all those with an interest in the system, including care recipients, care providers, workers, employers, unions, tax payers and government. Indeed this is a difficult balance to strike.

Since health care is a system of people taking care of people, the contribution of the health care worker must be respected as always being fundamental to the provision of quality care. And, in fact, this contribution has never been more important than it will be in this next period of unprecedented change. Navigating through sustained periods of transition and uncertainty takes up a good deal of energy. The Dorsey Commission Report contains a reference to well-known author, Michael Decker:

> *['Change is stressful. Pace of change is a real issue. A lot of health care leaders and providers are weaned by the pace of change and wish everything could just decelerate. Circumstances won't allow it. People are going to have to continue a juggling act of doing a superb job of managing their existing programmes while being involved in innovative redirection of programmes. That is stressful." (Michael B. Decker, Healing Medicare; Managing Health System Change the Canadian Way (7994) McGilligan Books, p. 95).*

Indeed, in implementing the processes which will facilitate transition into the new system, some very difficult choices will have to be made. One thing is certain; adjustments of the magnitude contemplated in New Directions and by the Dorsey Commission cannot take place overnight. In fact, Dorsey states at page 27:

> *"Each party emphasizes the dire consequences of too much consistency too soon or too much integration before consistency."*

The reasons for this are not only financial, but practical. If changes are made too quickly, and if the transition processes are not sensitive to the needs and anxieties of the people who provide the care, the result could be a weakening of the very system we are striving to improve. A safer and more constructive approach to leading a system through rapid and overwhelming change might be described as "incremental pragmatism". One important method of managing worker anxiety is to ensure that

change strategies include proactive labour adjustment mechanisms. The most productive and motivated worker is one who feels satisfied and not threatened.

As a starting point on the new journey into health care reform, the parties to the Health Accord were compelled to find common ground in order to accommodate new health care policies. That common ground, represented by the Health Accord, required the parties to abandon their traditional and time-honoured ways of doing business and accept, albeit with some trepidation, the new world of health care delivery.

The twin policy objectives today are restructuring and regionalization. It is anticipated that the manifestations of these objectives will be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

The issues which separate the parties are among the most difficult, complex and challenging I have confronted in mediating numerous difficult disputes over the past 20 years. They not only intrude into all areas of the traditional bargaining relationship between these parties but they add dimensions never before encountered. It will be seen from the scope of the terms of reference for this commission that the parties are at a new crossroads in their relationship. Collective bargaining is difficult at the best of times but here it is doubly so because of the overriding uncertainty of the times, the unparalleled complexities of the issues, the unmapped road ahead and the consequential, yet understandable, reluctance of the parties to enter into new contractual commitments covering uncharted territory. The lack of opportunity to test the water before diving in results in extreme caution before irrevocable commitment to the deep end.

The parties will continue to face unique and complex situations. Such situations will, doubtless, lead to disputes. In seeking to resolve these disputes, the parties must work toward and find practical local solutions as well as industry - wide solutions when necessary which reflect the environment and the specific factors leading to the change. That is the challenge I leave to the parties with third party assistance when required.

In summary, I am confident that the parties can work towards a reconfiguration of human resources that will promote health care reform as envisioned by the Seaton Commission, New Directions, the Korbin Commission, and the Dorsey Commission. This reconfiguration will accomplish three broad objectives:

- **To enhance quality of care.** This means being able to provide the correct expertise, the correct treatment, in the proper conditions with a major emphasis throughout the whole system on prevention and rehabilitation from motivated health care providers.

- **To achieve satisfaction for all constituencies** with an interest in quality health care. This means the ability to deliver employment security/labour force adjustment within a constantly changing system.

- **To achieve cost effectiveness and efficiency. This** means redirecting clinical and support services from inappropriate to appropriate utilization. It also means having the ability to deploy the right expertise in the right way, eliminating administrative as well as service and physical plant duplications and maximizing regional advantages in employment, planning and deployment.

4.RECOMMENDATIONS

As I have said, this is a vast and complex dispute. I am not going *to* comment **on all** of the issues presented *to* me. I respect the quality of the submissions provided by the parties but following **careful** thought, I do not believe it would serve the parties well to make changes other than the recommendations and processes that I will now outline.

a.Part 1: Term
A two year collective agreement. April 1, 1996 to March 31, 1998.

b.Part 2: General Wage Increases
April 1, 1996 - 0%

November 30, 1997 - 1%

c.Part 3: Pay Equity
April 1, 1996 - 1% (HEU only)

April 1, 1997 - 1% (HEU only)

As set out in my terms of reference, I must take into account the fiscal reality facing health care as *a* result *of* cuts in federal cash transfer payments, I am also aware that the compensation mandate through the Public Sector Employers' Council sets out, for fiscal 1996/97, no increase in employee compensation. The PSEC guidelines also clearly set out that the new compensation mandate does not affect agreements reached prior to April 1, 1996. Given that the current HEU agreement contains a pay equity provision that sets out an obligation to address pay equity issues, this provision must be respected.

With respect to term, I am of the view that with the amount of change taking place in health care and the processes I am about to recommend, 2 years should give the parties opportunity to work out and resolve a number of matters.

d.Part 4: Employment Security and Labour Force Adjustment
This is by far the most difficult and challenging issue facing the parties. Following intensive and protracted negotiations assisted by many days of mediation, the stark fact is that the parties remain so far apart on the pivotal point of this issue that their positions can only be described as intractable and unresponsive to each others collective bargaining needs. The parties have been unable or unwilling to negotiate from their intransigence.

The parties do agree on the provision of some sort of labour force adjustment process, Indeed there is a history of such protection. Article 18 of the HEU Master Agreement is one such provision.

The Health Accord introduced the concept of employment security within a framework of downsizing as a consequence of health care reform.

Reduced to its essentials, the unions have demanded no bargaining unit layoff until a displaced employee is offered a generally comparable job in the health sector in the employee's community/region.

The employers demand that a displaced employee be laid off if there is no comparable job in the region, or she or he, does not find permanent placement through existing Health Labour Association Adjustment (HLAA) programs within the layoff periods under the collective agreements.

Thus, there is an irreconcilable conflict on the very kernel of the labour adjustment initiative and both sides have been consistent in their adamant refusal to move.

Given all of this I am compelled to ask for the thousandth time "where do we begin?"

In coming to grips with this issue I have determined that the starting point is not a present or future sign post but a past event. The parties to this dispute have put all of their emphasis on trying to predict and shape uncertain future events that have not produced one tittle or jot of unanimity.

But there is a past event on which it is unnecessary to speculate. There is a past event from which to draw experience and mould the future. That event is the Health Accord about which I wrote the following:

> *"It is clear from all of the foregoing that the Accord was a point of departure. It heralded a new dawn in health care labour relations which was imperative for the implementation of the new direction in health care recommended by the Royal Commission and adopted by the government.*
>
> *The parties to the Accord were compelled to find common ground in order to accommodate new health care policy. That common ground, represented by the Accord, required the parties to forego their traditional and time-honoured ways of doing business and accept, albeit with some trepidation, the new world of health can? delivery, Thejob had to be done and the parties did that. Not without difficulty, not without demanding protection for their various constituencies, not always without acrimony. But in the end, they struck the Accord -- a testament to the vision, cooperation, diligence and plain hard work of all of the parties." (Enhanced Consultation Award, October 24, 1995, p.8)*
>
> . . . .
>
> *"It would be useful to pause at this point and set out the major assumption on which the Framework Agreement is based. The Agreement is ambitious, covering three Unions, approximately 150 Employers, over 50,000 employees and the Provincial Government. It also charts a new direction in labour relations involving (in the words of the clarification letter) 'creativity, problem-solving, trust and cooperation,. All of the*

needs and details of this new approach could not be anticipated and fleshed** out, **even in 40 days of intensive negotiations between the parties. No doubt, that is why the parties chose to call the document a 'Framework Agreement'." (Award,** June **16, 7993)

. .

"The purpose of the Health Accord was to establish a transitional process including employment security and was based upon cooperative, harmonious and mutually beneficial relationships between all parties". (Clarifications, May 28, 1993, p.5)

The Health Accord contemplated significant changes in the allocation of resources and the reduction of 4,800 FTE's. The transfer of services or programs from one employer to another received express recognition.

The Health Accord was intended to assist a process which has come to be called downsizing. The parties worked within that agreement for three years. It was never a static document. It was a living, breathing document which constantly evolved over time. It was the springboard for solutions to myriad issues arising from the matter of employment security.

The reviews on life under the Health Accord are understandably mixed. One hears praise and vilification. During these hearings it was often said the Health Accord was inflexible and did not provide the assistance which the parties needed. On a full and complete review of the Health Accord and from my close working relationship with that document, I am of the view that the parties have failed to take full advantage of many of its problem-solving provisions.

Notwithstanding criticism of the Health Accord, it provided the bridge to achieve that first hesitant step in health care reform and we now have a well-worn and familiar document from which has evolved practiced and familiar policies and procedures as well as a body of interpretive arbitral jurisprudence which served to guide the parties along the way.

What, one may ask, does this have to do with the present dispute over employment security and labour force adjustment? A great deal.

The parties are now poised *to* implement the restructuring and regionalization of health care. The consequences are expected to be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

Arising from this is the need for a procedure to implement a substantive policy of employee security and labour force adjustment. The Health Accord and its consequential clarifications, practices and arbitral jurisprudence represents a complete and familiar body of rules and procedures dealing with employment security within a framework of downsizing. It provides a conceptual framework for the major procedural issues which are in issue between the parties in the present dispute.

I wish to make it quite clear that I am neither advocating nor recommending renewal of the Health Accord. I am advocating that the Health Accord (in which term I include, except as otherwise modified, the body of rules, clarifications, practices, procedures and arbitral jurisprudence which flowed therefrom) be used as the foundation for the construction of the procedures necessary to implement the new substantive policy of employment security and labour force adjustment as it relates to regionalization and restructuring.

We have a long tradition in British Columbia of taking guidance from the past - of selectively building upon the best of our past experiences. It would be folly, as well as irresponsible, not to do so in this case.

There was an additional and vital component to the Health Accord. That was the Health Labour Adjustment Agency (HLAA). That was the institution charged with the responsibility under the Health Accord to administer the programs and procedures with respect to displaced workers. By all accounts it fulfilled its role. That component is vital to the implementation of the new employment security and labour force adjustment policy.

It is convenient at this point to leave the matter of process and return to the substantive issue on which the parties are at a complete impasse. That is the nature of the protection to which a displaced worker should be entitled.

The protection of workers from displacement is a worthy objective. Workers whose skills or jobs are overtaken by events over which they have no control should have access to a process which provides meaningful assistance to make the necessary adjustment.

That adjustment might mean a different but comparable job in the same facility or another facility in the same community or region or it might mean something other than that. There are myriad possibilities and permutations. But what it should not mean is unlimited full pay and benefits for no work. There is neither sense nor dignity in that.

Moreover that is the policy of the Public Sector Employer's Council dated February 14, 1996, and which, by paragraph 4(ii) of my terms of reference, I am required to take into account. That policy reads as follows:

e. PSEC Position on Labour Adjustment
Background

The cuts in federal cash transfer payments to British Columbia are $450 million next year and an additional $347 million the year following (for a two year total of $797 million). These cuts have created a new fiscal reality.

The public sector must adapt to fiscal pressures and changing service demands to ensure the credibility and sustainability of public sector delivery of services. This adaption will have a significant effect on the nature of work, the skills required to perform it, job responsibilities and, in many cases, the number of employees and the locations of their work.

In this challenging fiscal environment, progressive employers and unions will work together to maintain and improve services and to minimize negative effects of changes on employees. Management has the responsibility for change leadership, and the potential for positive change can be maximized only with the support of employees.

Policy

In the current fiscal circumstances, it is expected that unions in a number of sectors will seek to discuss and negotiate labour adjustment provisions. PSEC has adopted the following guidelines for labour adjustment provisions to assist employers in these negotiations.

Definition: a "labour adjustment provision" is a provision which:

- enhances to any degree employees' opportunities to maintain employment (although not necessarily in the same job or with the same employer); or
- enhances displaced employees' opportunities for re-employment; or
- facilitates early retirement.

1. Employers should agree to labour adjustment provisions only in the context of an agreement which is realistic with respect to compensation and adaption. In other words, labour adjustment must be part of a program of on-going cost effectiveness and adaptation, not an obstacle to achieving it.

2. Every labour adjustment provision must have a demonstratable relationship to its intended purpose. For example, an early retirement provision must provide retirement opportunities only where retirement avoids a specifiable layoff.

3. Where parties agree to a number of labour adjustment options, the options must be prioritized such that eligible employees are obliged *to* accept the most cost effective options.

4. The total cost of labour adjustment provisions must be reasonable in relation to the budget for the employer or group of employers whose employees are covered by the provisions. Even where the medium or long-term savings are significant, the short-term costs of labour adjustment are important because they come from current budgets and are not "new money".

5. No labour adjustment provision shall provide salary continuation for any person who is not usefully employed or being retrained.

6. Where employers establish labour adjustment provisions for non-union groups, they should apply the above guidelines with the changes necessary to reflect the non-union circumstances.

That policy was incorporated by the parties into my earlier and first terms of reference [prior to the IIC] dated March 30, 1996, whereby I was appointed to provide mediation assistance:

f. Terms of **Reference**

The parties recognize the value of third patty assistance. The parties agree to engage Vince Ready to assist them as mediator in dealing with the issues of labour adjustment, compensation, term and other outstanding issues. The mediator will be guided by the following:

1. The PSEC document of February 14, 1996 (appended) and the parties retaining the right to present their positions to the mediator.

2. The framework for compensation issues must include the fiscal reality facing health care as a result of cuts to federal cash transfer payments; and the need to ensure the credibility and sustainability of public sector delivery of quality health care.

Signed on behalf of the Employer: Signed on behalf of the Union:

March 30, 1996

Following consideration of all of the foregoing I recommend as follows:

i. Recommendation #1

(a) Displaced employees shall, following the expiration of their notice period under the collective agreements, retain employment security for a period of up to twelve months during which time every effort will be made to place such employees into gainful employment (hereinafter called "employment security period"). Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and employment security period will be terminated. This does not affect an employee's recall rights under the collective agreements.

(b) The facility from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA shall reimburse the facility for any portion of the employment security period in excess of six months.

(c) This Recommendation shall take effect from March 30, 1996 and have full application to HLAA registrants as at that date as well as employees displaced after that date.

ii. Recommendation #2

That the parties accept as the basis *for* the process and procedures necessary to implement employment security and labour force adjustment that certain process based on the Health Accord and which is attached to this Report and marked Schedule 1. Any conflict between Schedule 1 and this Report and Recommendations shall be resolved in favour of this Report.

g. ESLA as Part of Collective Agreements

The parties adamantly and vigorously disagree on whether or not the employment security and labour force adjustment policy should be incorporated into and be a part of their collective agreements.

I fail to see the merit in a separate agreement which would expire one day prior to the collective agreements. The expiry of the Health Accord on March 30, 1996, has not assisted either party in terms of these negotiations.

The parties are now fashioning policies and procedures intended to serve them into the next century. A stand-alone employment security agreement will not serve any useful function and will likely be a point of discord.

Employment security and labour force adjustment, by agreement, is a policy to which both parties subscribe, I therefore recommend:

i. Recommendation #3

That the employment security and labour force adjustment policy be incorporated into and made a part of the collective agreements.

h. Bumping

I have seen no evidence to suggest that the bumping process should be changed except as it relates to BCNU.

Bumping is a significant benefit to workers and an important feature of seniority. At the same time it is incumbent upon the unions to acknowledge that bumping can result in significant additional work and disruption *for* employers and it is incumbent upon the unions to work with the employers to reduce the time and disruption caused by bumping.

I have concluded that, with the exception I have noted, the present system is working effectively and is fair to all concerned and should not be disturbed. The sole exception to this is the BCNU which has no bumping provisions. This should be rectified.

i. Recommendation #4

That there be no changes in the current bumping process EXCEPT THAT BCNU members be permitted to bump to the most junior comparable job.

i. Health Labour Adjustment Agreement (HLAA)

My recommendations with respect to employment security and labour force adjustment are dependent, to a significant extent, on the participation and role of the HLAA. The return to gainful employment of displaced employees is the cornerstone of this initiative and it is the HLAA which must ensure the efficient and effective attainment of that objective.

The HLAA is uniquely positioned to immediately assume this vitally expanded role. It had three years of successful experience under the former Health Accord during which time it honed its skills and, by all accounts, performed admirably in the service of the parties and displaced employees, Those skills and organizational framework must now be shaped to fit new and expanded duties and responsibilities which will define the broadened scope of the HLAA. The difference, now, is this: the HLAA was previously required to function within a framework of downsizing. The challenge for the future is gainful employment for those workers displaced within a framework of regionalization and restructuring.

An investment in the training and re-skilling of a present health care worker under the able auspices of the HLAA, will provide a better health care worker in the future. This is the challenge of the HLAA in the new and changed world of health care.

It is imperative that the parties and the Government of British Columbia see that the HLAA has the resources to adequately meet the challenge.

In the final analysis, it is to the HLAA which displaced employees will look for re-entry into the workplace and continued gainful employment. The HLAA must meet this challenge.

The responsibilities of the HLAA must be expanded to include:

1. Human resources planning and allocation for labour adjustment purposes.

2. Skills testing and evaluation.

3. Training, re-training and re-skilling for jobs within and outside the health care industry.

4. Continuing skills enhancement and education.

5. Continuing occupational education and evaluation.

6. Conduct of audits of new and evolving work in the health care industry.

7. Identification of new health care facilities and additions to existing facilities.

8. The referral of displaced employees on the HLAA list to new or expanded facilities subject to the provisions of the applicable collective agreements. In the event that targeted facilities do not accept referral from the HLAA, the unions and displaced employees affected may file grievances at Step 3 of the grievance procedure and, if necessary, refer the matter to expedited arbitration under the Dispute Resolution Procedure of Schedule I. Cumbersome procedures must not be permitted to impede or unnecessarily delay the speedy and efficient gainful employment and re-employment mandate of the HLAA.

9. The placement of HLAA registrants in job vacancies within the region by seniority.

10. Preferential placement of registrants over qualified external candidates.

11. The immediate review and consideration of the scope of regions with a view to redefinition so as to provide greater access to vacancies for HLAA registrants.

12. The immediate review, consideration and assignment of "full-time" and "part-time" so as to more efficiently and effectively match job vacancies to displaced employees for the fulfilment of labour adjustment purposes.

13. Peer counselling.

14. The determination and implementation of such other measures as are necessary to effect labour adjustment within the health care industry including the payment of severence or other such payments to individuals or groups where no other reasonable labour adjustment alternative is available.

Since the Government of British Columbia is the paymaster for health care and in view of my recommendations that the Government provide the funding necessary to adequately permit the HLAA to carry out its recommended mandate, it follows that HLAA registrants must be accorded pro-active priority placement. Gainful employment and re-

employment of workers displaced as a result of health care reform is the responsibility of all of the parties.

I wish to make it clear that I am not suggesting that the HLAA intrude into employer resources or responsibilities but that the HLAA have the necessary resources to fulfil its expanded mandate.

i. Recommendation #5

That following ratification the HLAA forthwith meet to determine how it will meet its new mandate and requirements.

ii. Recommendation #6

That the Government of British Columbia provide the HLAA with the appropriate funding to carry out its mandate during the terms of the collective agreements.

j. Comparable

The definition of comparable prevents employees from changing status. A displaced full-time employee is not required to take a .8 FTE vacancy, yet the definition of comparable is plus or minus .2 FTE. The anomaly, then, is that a displaced .8 FTE would be required to take a .6 FTE but a displaced 1.0 FTE would not have to accept a .8 FTE vacancy.

The difficulty arising out of the preceding is this: the HLAA Displacement Report of December, 1995, indicates a great number of full-time registrants and part-time jobs. The restriction against change of status means registrants did not get matched with vacancies. The result of this is to defeat the very objective of the HLAA.

i. Recommendation #7

That in order to resolve the current problem and to further the labour adjustment aims and objectives of the HLAA, the definition of comparable be reviewed by the HLAA so as to place FTE's into part-time positions on an interim basis while at the same time preserving their full-time status under the collective agreements. This should serve to alleviate the present problem and still allow the HLAA to place these workers into future full-time jobs as they arise.

k. Seniority

The employers have no objections to employees porting all of their seniority to different facilities. They do object *to* recalculating seniority for those moved under the expired Health Accord. On the other hand the Unions wish to recalculate the seniority of those employees who moved under the expired Health Accord.

i. Recommendation #8

That this matter be referred to the melding process set out later in this Report.

l. Part 5: Matters Common to All Tables

As a result of my involvement as a mediator and an IIC in this dispute, it quickly became apparent that there were a number of common issues being discussed at all tables. As envisioned by the Dorsey report, and others, we are moving to a system approach and, for that reason, both parties have presented issues that transcend traditional bargaining boundaries. In this section, I will be making recommendations on three matters that have some common base for all parties. They are:

5(a): Health and Welfare Benefits

5(b): Melding of Collective Agreements

5(c): Levelling

m. Part 5(a): Health and Welfare Benefits

Both the employer and the unions presented extensive proposals on health and welfare benefits, WCB, Occupational Health & Safety, LTD and prorating of benefits. On many of these issues the parties have had little, or in some cases, no discussion. My recommendation takes into account the complexities and importance of these issues and the limited discussion that has taken place in regard to them.

I recommend that the parties form a Health and Welfare Benefits Committee (HWBC) of five people representing the unions/bargaining associations and five people representing the employer. The committee will meet following the ratification of the agreement to review:

1. All current health and welfare plans and their carriers in all collective agreements (including the administration of such plans).

2. Ways and means of altering or improving benefits in a cost neutral manner.

3. The role of the Healthcare Benefit Trust (present and future).

4. Initiatives for successful return to work.

5. The existing collective agreement language and in particular, language relating to work load and safety in the work place.

The parties may retain external resources for assistance and are encouraged to utilize materials and expertise from other sources, i.e. the WCB Tripartite Committee, the Korbin Commission, etc.

The parties will meet at least once each month. The parties will prepare a Report that will be distributed three months prior to the expiry of the agreement, i.e. January 1, 1998. The Report will outline the issues and recommendations for change.

I further recommend that Colin Taylor, Q.C., assist the parties as a facilitator during these discussions. The parties will share the cost of the facilitator. The parties will, unless otherwise agreed, pay their own respective costs relating to any of their experts and attendance at the meetings.

I turn now to the concerns of employees who have been off work on LTD for many years.

I received numerous submissions on this subject including that *of* Ms. Sandra Jackson who eloquently and persuasively made the case for LTD recipients.

There is no perfect solution to this problem. It is of special significance, but the reality is that any solution is necessarily cost driven.

I recommend a one-time lump sum payment of $1.5 million be paid to HBT claimants who have been receiving benefits for at least eight years. Such payments shall be based on the gross monthly benefit less offsetting payments that may be being made because the claimant is also receiving Canada Pension Plan, WCB, ICBC or Rehabilitation benefits.

Further, I direct HEABC to obtain from Healthcare Benefit Trust (HBT) the schedule of payments to LTD recipients in accordance with this recommendation.

Any disputes arising out of the implementation of the foregoing paragraph shall be referred to me for final and binding resolution.

I also recommend that additional funding *of* $2 million be provided by the Government to HEABC for payment to HBT to enhance LTD payments during the terms of the collective agreements.

The disbursement of this additional funding shall be part of the overall benefits study conducted by Colin Taylor.

I now return to the rationale for my recommendations. As noted above, the parties had extensive proposals on this specific area. The issues are complex. Many of these items were not discussed thoroughly between the parties. It is my view that discussion and dialogue must take place prior to any change being made in these areas.

For that reason I am recommending that the collective agreements in the areas mentioned remain as they are while the parties work on a report prior to the next set of negotiations.

Once again, I point out that the parties must recognize the new and changed way that the health care industry will operate. The parties must develop new ways of looking at benefits, return to work, etc. I believe there are efficiencies that can be made in how benefits are delivered.

The parties must focus on safety in the workplace. This will require all of the parties working together, the worker, the employer and the union. There are numerous incentives and committees already structured in the collective agreements to deal with these issues. I have not recommended a change to these articles and encourage the parties to utilize these mechanisms and enhance these mechanisms through this committee.

I heard much about employers requesting the right to utilize a carrier other than CU&C and standardize effective dates. At the same time, I heard the unions requesting better benefits. It seems to me there could be a trade off beneficial to both parties in this particular area. This is an item for more discussion amongst the parties in the committee.

I have set out dates for the discussions and a final report. However, if the parties reach an agreement on changes to benefits, these changes could take effect on a date agreed to by the parties.

n. Part 5(b): **Melding of Collective Agreements**

I turn now to my recommendations on melding of the collective agreements.

I recommend that each of the bargaining tables form a committee of six union/bargaining association representatives and six employer representatives, i.e. the Facilities Melding Committee, the Nurses Melding Committee and the Paramedical Melding Committee.

The Committee will meet from the time of ratification of the agreement until a melded agreement is reached or until January 15, 1997. The purpose of the meetings is to reach one new agreement for the employees and employers in the sector.

The parties will deal with non cost items only. All changes must be cost neutral. All cost items are referred to the Levelling Up Committee.

If the parties are unable to agree on any particular articles then they can request assistance from the mediator and/or refer matters to expedited arbitration with submissions by January 31, 1997. The submissions will be brief and will follow a format that provides the union position, the employer position and the rationale for each of the parties positions. Each party will have six hours to present their full position. The expedited arbitrator will then render a decision by February 28, 1997.

I recommend that the following will act as mediator, and if needed, arbitrator.

- For the Facilities Table - Stephen Kelleher
- For the Nurses Table - Vince Ready
- For the Paramedical Table - Colin Taylor

I now turn to my rationale. I have discussed earlier the need for the new and changed way the health care industry will operate. The process I have recommended encourages recognition of this new reality by both the employer and unions.

I also want to make it clear that melding is different from levelling up. I envisage the parties reviewing the various collective agreement provisions such as the grievance procedures in all of the collective agreements and determining which one best fits a single new agreement. In this process the parties will not deal with items such as shift premiums, vacation or classification issues. These items are all monetary in nature and have a cost attached to them. I will address those issues more specifically under Levelling Up.

The parties will also need to agree upon definitions i.e. for employer and site. I encourage the parties to review the definitions already presented.

In making my recommendation I have adopted some of the positions of the employer and some of the positions of the union, and have drawn on my own experience in similar circumstances in other industries. Once again, I have tried to meld the two positions into a process acceptable to both parties with a resulting single collective agreement. I have also applied reasonable and achievable time limits for the melding process considering there are over 200 agreements to meld.

I have recommended mediator/arbitrators to ensure that the parties do not get mired in detail and minor disagreements. All are familiar with health care agreements and have worked in the industry on many occasions. Again, I only recommend that the parties use the mediator/arbitrator if they are not able to resolve matters on their own.

I have recommended an expedited process to ensure the written material is brief and to the point. The oral presentations are time limited to ensure the parties focus on the issue(s).

In regard to the Paramedical Table, I believe the one step process will serve the parties well. I encourage the two unions to get together and develop one common proposal to be put forward to the employer. However, that is not to preclude the parties from establishing, if they deem it necessary, a subcommittee to review the BCGEU agreements at this Table.

There has been discussion about devolving BCGEU employees. These employees have their own Memorandum and their own process for melding.

o. Part 5(c): Recommendation on Levelling

The following are my recommendations dealing with the levelling issue addressed by the parties:

I recommend that a fixed dollar amount be applied to the issue of levelling. The fixed dollar amount is based on setting aside 1/3 of one percent of the payroll for each table, not to exceed $9 million for all tables combined. Should any disputes arise over the distribution of these monies, I shall have jurisdiction as an expedited arbitrator to resolve the matters.

These figures have been arrived at through discussions with both the Employer and the unions with respect to their analysis and costing of the levelling up matter. I am using the unions' estimate to determine the sum as set out above. The unions have said clearly in their discussions with me that they believe these are sufficient monies to correct the levelling situation.

I also recommend that the Government of British Columbia provide adequate funding to the employers to meet this obligation in order that health service delivery not be negatively impacted.

I am aware that there are a number of current agreements that reflect the notion of levelling up and include a date on which levelling up will be accomplished. Employers covered by these agreements, I understand, should receive additional funding to meet their obligations. Therefore, the sum as set out above shall be exclusive of levelling costs associated with prior agreements which were ratified prior to March 31, 1996.

Each of the bargaining tables will form a committee of six people representing the union and six people representing the employer to discuss the application of this fixed dollar amount.

The committee will meet from the time of ratification of the collective agreement until a levelling agreement is reached or until January 15, 1997. If the parties are unable to agree on the application of the levelling funds, they can refer the matter to expedited arbitration with submissions by January 31, 1997. The submissions will be brief and will follow a format that outlines the union position, the employer position and the rationale for each of the parties positions. Each party will have six hours to present their full positions. The expedited arbitrator will then render a decision by February 28, 1997.

I further recommend that the following will act as mediator/arbitrator:

- For the Facilities Table - Stephen Kelleher
- For the Nurses Table - Vince Ready
- For the Paramedical Table - Colin Taylor

I further recommend that the effective date for levelling adjustments be April 1, 1997. For new certifications, the effective date shall be April 1, 1997 or the date of certification, whichever is later, or such other date as agreed between the parties.

For clarity, in the event the parties are unable to agree on the appropriate classification for any individual employee or group of employees, the matter will be referred to V.L. Ready for final and binding resolution.

Any levelling issues that may arise from new certifications between the date of ratification and January 15, 1997 shall be subject to the process as set out in this recommendation. Certifications after January 15, 1997 will be dealt with by the parties.

I have discussed earlier the need for the new and changed way the health care industry will operate. The process I have established encourages recognition of this new reality by both the employer and unions.

Again, as in the melding process, I have adopted what I believe to be a reasonable compromise between the union(s) position and the Employer's position. Clearly, both the Korbin and Dorsey Commissions realized that what we have termed "levelling" cannot be reached immediately. Notwithstanding this, I have allocated a substantial sum (up to $9 million) to address the issue of levelling.

As with the melding process, I have applied reasonable and achievable time limits for the levelling process and have recommended an expedited process to ensure the written material is brief and to the point. The oral presentations are time limited to ensure the parties focus on the issue.

p. Part 6: Other Issues - BCNU Table Only

I recommend that the parties form a committee of four HEABC designates and four BCNU designates to look at the impact on both nurses and the efficient delivery of care, of establishing seniority as one criteria to be used in the call-in of casual nurses.

To assist the parties in their discussion on this issue, I draw their attention to the comments made in the overview section of this document, in particular, p. 11, where I talk about reconfiguration of human resources meeting three broad objectives.

In the event the committee is unable to resolve this issue then it shall be referred to V.L. Ready for final and binding resolution.

q. Part 7: Other Issues - Paramedical Professionals Table Only

I recommend three issues be addressed by the parties. The Paramedical Table needs to discuss ways to ensure the HSA classification system is responsive to restructuring and health care reform. Although I do not recommend specific changes to the system, I recommend discussions amongst the parties on this matter. The issues Child Life Specialist, RPN and Recreation Therapist are for discussion by the Levelling Committee.

The issue of cents/kilometre should be considered at the levelling committee with consideration given to moving to the industry standard.

r. Part 8: Other Issues - Facilities Table Only

I recommend that the issue with respect to the utilization of casuals be dealt with under the melding process with consideration given to incorporating the language of the HEABC/HEU CCERA and PriCare Standard Agreements which provides flexibility for the use of casuals to do temporary workload fluctuations.

s. Part 9: No Other Changes

I recommend that there be no changes made to the existing collective agreements in regard to other issues. I have already outlined changes relating to employment security and labour adjustment issues. I have also outlined processes to deal with Health and Welfare/Occupational Health and Safety issues, Melding issues and Levelling Up issues.

t. **CONCLUSION**

This completes my Report and Recommendations as industrial Inquiry Commissioner. I wish to reiterate my appreciation to the parties. The unions have been required by Health Labour Relations reform to forge new alliances, and, for the first time, negotiate on a collective basis, agreements that reflect their similarities as well as their differences. New associations have been formed that will strengthen over time.

The Employers have been required to approach bargaining respectful of the integration of health care which is occurring. All of the parties have ably and professionally represented their constituencies and members in their submissions and I commend them.

Finally, I wish to refer to what I will, for convenience, call the "fall-through the cracks" provision. The volume of submissions, the number and complexity of the issues and the time within which I was required to report have made this an enormous undertaking. I have endeavoured to consider with great care all of the submissions and all of the issues many of which have numerous sub-issues, sub-sub-issues and so on.

I retain jurisdiction to deal with any omissions as well as jurisdiction as mediator/arbitrator to assist the parties in the implementation of this Report and Recommendations.

All of which is respectfully submitted this day of May, 1996.

Vincent L. Ready
Industrial Inquiry Commissioner

Schedule I to the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready dated May 1996

Employment Security and Labour Force Adjustment Agreement (ESLA)

The health sector is in the midst of change embraced by the words regionalization and restructuring. That change is usually referred to as health care reform. It has been underway in British Columbia since 1991 with the *Report* of *the Royal Commission on Health Care and Costs.* The Report recommended, inter alia, a reduction in reliance on acute care hospitals with high overhead and the implementation of new and creative ways to provide health care services closer to home.

Draft - E&OE - May 20, 1997
Note: **Employment Security** Labour **Adjustment Provisions are effective as of March 30, 1996**
Melded Collective Agreement provisions are effective as of May 26, 1997
Levelling Provisions: Awaiting final outcome.

In 1993 the Ministry of Health launched *"New Directions for a Healthy British Colu' 'ia,"* a blueprint for the changes recommended by the Royal Commission. That document set out "specific actions to be implemented by the Government in cooperation with health providers and all British Columbians" with the goal of improving the health system and insuring its sustainability.

The Government of British Columbia accepted the view of the Royal Commission that there should be greater emphasis on community based care and a reduction in the time spent in acute care facilities to approximately 850 patient days per year for each 1,000 people in the Province.

The twin policy objectives today are restructuring and regionalization. It is anticipated that the manifestations of these objectives will be fundamental changes in the nature of jobs. Skills, responsibilities, the location of work and the number of workers needed for particular tasks will change. At the same time employers will be looking to merge, amalgamate, transfer, delete or add services in the existing system.

The unions and employers directly affected by these initiatives believe that it is in the public interest to proceed with regionalization and restructuring in a cooperative way. The following agreement seeks to provide guidance, direction and solutions for implementation of regionalization and restructuring so that these objectives may be achieved in a spirit of harmony and cooperation for the greater public good.

ANY CONFLICT BETWEEN ANY PROVISION OF THIS DOCUMENT AND THE REPORT AND RECOMMENDATIONS OF INDUSTRIAL INQUIRY COMMISSIONER V.L. READY DATED MAY, 1996 SHALL BE RESOLVED IN FAVOR OF THE REPORT.

u. Employment Security: General

1.01 HEABC and the Unions agree that all HEU, HSA, and BCNU members (as well as BCGEU and IUOE members, subject to necessary modification) in facilities covered by this agreement will be protected by employment security as set out herein.•

1.02 The parties agree that voluntary solutions to problems and adjustments which arise from regionalization and restructuring are the best ones and will make every effort to achieve them. To this end the parties agree to be bound by the principles and practices of Enhanced Consultation as exemplified by the GVHS Award (June 1, 1995) and the Enhanced Consultation Award (October 24, 1995) which, by specific reference, are incorporated into this agreement.

1.03 The employer shall notify the union(s) of any proposed labour adjustment initiative in accordance with the general principles of Enhanced Consultation.

1.04 The parties shall meet with respect to the proposed initiative and explore means whereby the matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution

which best meets the needs of the proposed initiative. In the event the parties are unable to reach agreement on either a permanent or interim solution the dispute may be referred by either party to Vincent L. Ready under the GVHS and/or Enhanced Consultation process.

* This Agreement will not affect members of the BCGEU at the Paramedical Table pending the outcome of the melding process.

v. Reductions

2.01 In the event of reduction resulting from any labour adjustment or downsizing initiative the employer together with the unions will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, transfer to another employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

2.02 The parties at the facility level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

2.03 In the case of voluntary **job** sharing that assists in the needs of labour adjustment, the labour adjustment program will pay the additional cost of group benefits that result from the job sharing arrangement.

2.04 Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the terms of the respective collective agreements.

2.05 Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

2.06 Regular on-going vacancies in any facility covered by agreements between HEABC and the unions will be filled according to each union's priority as set out below. Vacancies with other facilities covered by collective agreements will be filled in accordance with the selection procedures in those agreements, after- which (if the vacancy still exists) in accordance with the applicable provision set out below.

BCNU

3.01 Regular employees in the bargaining unit of that facility who are displaced, in accordance with the criteria in the collective agreement;

3.02 Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. The vacancy will be filled in accordance with the selection criteria in the collective agreement;

3.03 Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;

3.04 Other qualified employees who are identified by the labour adjustment progr ٦, in accordance with seniority;

3.05 Bargaining unit members in that facility who are casual employees (other than those covered by subsection 2 above) in accordance with the criteria in the collective agreement;

3.06 External candidates, including displaced non-contract personnel;

3.07 Transferring employees will port seniority and will be protected from further displacement until at least the end *of* the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to displace employees at another facility, but only becomes ported after the employee moves into an existing vacancy.

i. Facilities and Paramedical: (Except as may be modified for BCGEU in the melding process under the Report of Commissioner V.L. Ready) *

4.01 Regular employees in the bargaining unit of that facility and casual employees with more than 2400 hours seniority in the bargaining unit of that facility who have indicated in writing a desire for regular work. The vacancy will be filled according to the criteria in the collective agreement;

4.02 Qualified regular employees from within the region who have been identified in accordance with the above reduction procedure, on the basis of seniority;

4.03 Other qualified employees who are identified by the labour adjustment program, on the basis of seniority;

4.04 Bargaining unit members in that facility who are casual employees according to the criteria in the collective agreement;

4.05 External candidates, including displaced non-contract personnel;

4.06 Transferring employees will port seniority and will be protected from further displacement until at least the end of the present agreement, regardless of collective agreement provisions that would otherwise apply. Note that seniority cannot be used to bump employees in another facility, but only becomes ported after the employee moves into an existing vacancy.

* **Any** seniority dispute arising out of the BCGEU collective agreement of the Facilities Table related to labour adjustment seniority shall be referred to V.L. Ready for final and binding resolution.

ii. Transfers and Contracting:

5.01 In the event that services or programs are transferred from one employer to another, the following will apply:

Employees will be transferred with the service or program and will port seniority as outlined above. An employee can refuse a transfer if:

- the transfer is out of the region; or,

• except where the transfer is a result of the closure of a facility, the employee has other employment options under the collective agreement at the facility from which the service or program is being transferred.

5.02 The facility receiving the program will determine the number and category of employees. Where the receiving facility does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the collective agreement and, if applicable, this agreement.

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

5.04 The government will make every reasonable effort, with respect to diagnostic and rehabilitative services provided both within the hospital system and in the private sector, to ensure that expenditures for services provided by the public sector will not decrease relative to the private sector.

5.05 The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The parties acknowledge that a primary means of ensuring that FTEs can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

iii. **Closure of Facility:**

6.01 In the case of the closure of facility, casual employees with more than 3915 hours of seniority acquired within the five years prior to the closure announcement will be covered by employment security provisions.

iv. Dispute Resolution

6.02 Disputes about the interpretation, application, or alleged violation of these employment security provisions shall be referred to the arbitrators named herein who shall render a binding decision on an expedited basis.

v. HEU **undertaking**

6.03 HEU agree that it will enact union policy recommending to its members that they facilitate and expedite the job selection, placement and bumping process in the context of acute care downsizing and labour adjustment generally.

Voluntary Early Retirement and/or Severance

6.04 The government will fund a program to encourage voluntary retirement and/or severance for employees who are 55 years and older and who retire or leave voluntarily between the dates specified by the HLAA. The program will be administered by the HLAA, and will consider on a priority basis employees whose retirement or severance will facilitate the placement needs of the employment security and labour adjustment undertaking as well as equitable distribution between the unions.

vi. Enhanced Consultation, Input:

7.01 The parties undertake to proceed expeditiously to implement the following:

The parties shall, by means of the processes provided in the GVHS and Enhanced Consultation Awards, promote participation by unions, and by union members designated by unions, in health reform and utilization management to ensure that:

- health reform objectives are advanced;
- waste, inefficiencies, and inappropriate utilization are reduced, or eliminated; and
- employee workloads are not excessive or unsafe.

There shall be no repercussions for employees participating in such activities and the employees shall do so without loss of pay.

vii. Health Labour Adjustment Agency (HLAA):

8.01 The HLAA will administer the labour adjustment program. The Board of the HLAA will consist of organizational representatives as already determined, plus a chair agreed to by the six other Board members. The objectives of the HLAA shall be those provided in Section 4 of that certain Report and Recommendation of Industrial Inquiry Commissioner V.L. Ready dated May, 1996.

viii. Assistance for Employers

9.01 The Ministry of Health will cooperate with HEABC to establish within existing funding a "shared risk arrangement to assist employers whose situation is such that they are unable to meet their labour adjustment undertakings within their budget after taking all appropriate measures.

ix. Labour Relations Code:

10.01 The parties agree that the present agreement fulfils the requirements of Section 54 of the Labour Relations Code. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the unions agree that the present agreement gives notice of technological change and complies with the notice periods in the master agreements. The parties further agree that the present agreement satisfies any other requirement of technological change or the Employment Standards Act (Group Terminations). There are no other tests regarding change.

25 Clarifications (from Vince Ready's May 28, 1993 dations)

1 Employee's Return

If after a ***bona fide*** effort within three months of placement the employee or the Employer believes that the new work situation is fundamentally unsatisfactory, either of them can seek the assistance of the Labour Adjustment Program. In such cases, the program will attempt to assist with the resolution failing which the employee will return to the original Employer and will continue to be covered by the employment security provisions of the present agreement.

Upon return to the original Employer, the parties will cooperate at finding other comparable positions. A return that is due to the employee's belief that the new worksituation is fundamentally unsatisfactory, may only occur one further time. In such case, the Labour Adjustment Program will work with the employee to find alternative satisfactory solutions.

Before an employee would move to another position, they would have received displacement notice from the Employer therefore they do not require a second displacement notice. However, with HEU, if there is now an employee whom the returning employee can bump, they would have the option of bumping that employee.

3 and 23 Interim Solutions and Productive Employment

Until permanent placement can be found, and all steps have been taken, and an employee cannot be placed, the parties will cooperate to ensure employees will be productively employed by:

a) a return to the previous position if available

b) relief work if available, including a vacancy in a regular position pending placement of a successful candidate

c) projectwork

d) supernumerary work

e) relief work with another Employer within a particular region, as now defined or as may be re-defined, on the basis of secondment.

The principles that will guide the application of the interim solutions will be as follows:

1) The Employer will identify potential relief work with the date the work is available, commencement and completion dates within the facility.

2) The parties will cooperate by ensuring displaced employees move to this relief work.

3) Once an employee is placed in relief work, all parties will continue to find a permanent solution.

4) Employees will maintain their current status and pay while filling a temporary position.

5) The relief work will be filled consistent with the Collective Agreements. It is understood that displaced employees may be used to fill both short term and posted relief positions as defined under the individual Collective Agreements.

6) Employees will be provided with adequate orientation to perform the duties of their job efficiently and safely.

7) An employee doing relief work will be moved to a permanent placement when available.

8. Placement Assistance

To facilitate health care reform, the Labour Adjustment Program will:

1) Register vacancies.

2) Assist in identifying vacancies in the public service/public sector by region.

3) Register displaced employees and employees seeking voluntary transfers.

4) Match employees to vacancies.

5) Notify Employers, employees and Unions of the matches.

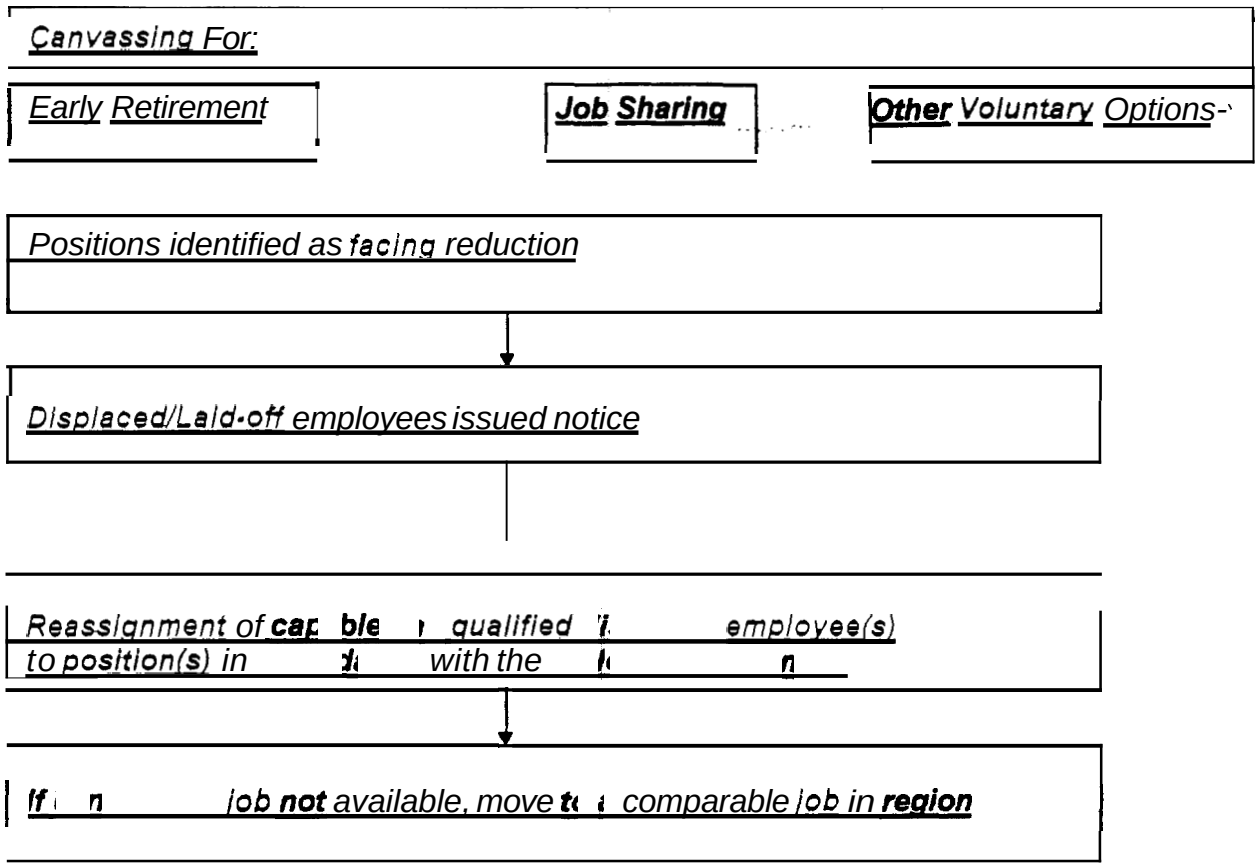
6) The Employer/Employee will have five (5) days to accept/reject the match.

7) If the match is acceptable, the employee reports to the new Employer within a further (3) three days. The vacancy and the employee are removed from the register. The time lines on this paragraph may be extended by mutual agreement on an individual basis.

8) If the employee does not accept the match, they are laid off. The vacancy is entered on the LAA register.

EMPLOYMENT SECURITY
Paramedical Professional Association

Process:



** Employees will not be assigned to positions that are not comparable.*

9. **Reduction** Placement Process

The process for placement into regular ongoing vacancies requires clarification.

BCNU (Except as modified by the Report and Recommendations of Industrial Inquiry Commissioner V.L. Ready dated May, 1996)

1) Criteria in Collective Agreements means Article 19.01 and 19.04.

2) Selection criteria refers to Article 18.

3/4) Qualified is **as** per the current Collective Agreement.

5) Criteria in Article 18.

6) Article 18.

HEU

1) Criteria in Collective Agreement means Article 14.01.

2/3) Qualified is **as** per the current Collective Agreement.

4) Criteria in Collective Agreement means Article 14.01.

5) Article 14.01.

HSA

1) Criteria in the Collective Agreement refers to Article 10.01.

2/3) Qualified is **as** per the current Collective Agreement.

4) Criteria in Collective Agreement means Article 10.01.

5) Article 10.01.

All Unions

In BCNU under steps 3 and **4;** and HEU and HSA under steps 2 and 3 these issues would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of the respective Collective Agreements shall apply.

Vacancies: **Clarify as** follows: **A** vacancy **posting** will take place only **once.**

Once step 1 **and** 2 under BCNU, step 1 under HEU, and step 1 under HSA have taken place and the vacancy has not been filled, then the vacancy shall be registered with the Labour Adjustment Agency for a minimum period of 14 days. Following the 14 days, the Employer will consider casuals who have previously applied for this position under step 5 for BCNU, and step 4 for HEU and HSA. Following that, step 6 for BCNU, and step 5 for HEU and HSA, will apply.

12 Principles

In light of the numerous references to cooperation in the ESLA, the following reflects the clarification of these items.

The purpose of the ESLA is to establish a labour adjustment transitional process including employment security and is based upon cooperative, harmonious and mutually beneficial relationships between all parties.

The goal is to improve the health care system for the benefit of all.

The parties agree upon the following guiding principles:

New Directions

The parties agree that cooperation is achievable through a variety of ways:

- system approach
- employment/work protection
- workable processes
- recognition of all health care workers
- local flexibility and autonomy in a cooperative manner consistent with this Agreement and Collective Agreements (flexibility/autonomy)
- provincial approach to employment through the Labour Adjustment Agency
- Collective Agreement remain in force
- change = creativity, problem solving, trust cooperation
- effective utilization of resources.

16 Canvassing - Reduction Process

Canvassing shall take place on a joint basis over a 14 day period as outlined below. The parties may **extend** these time periods.

1) All workers at the facility to be canvassed for: = 7 days

a) early retirement/severance
   - LAA to provide guidelines
   - Notify LAA
   - Fast track response from LAA

b) Jobsharing

c) Other voluntary options, i.e.:
   - Contact LAA *for* vacancies elsewhere
   - Retraining consistent with LAA guidelines and meeting the **needs** of the ESLA
   - Other mutually agreed options

2) Specific positions identified: = 7 days

a) Meet at department level

b) Local authority in discussions

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2) **Specific** positions **identified: = 7 days**

a) Meet at department level

b) Local authority in discussions

3) The results of a canvass will be reported to the appropriate joint committee

4) a) If placements are available through voluntary solutions they are actioned.

b) If not, then displacement notices are issued as per the Collective Agreements.

Note A: The ESLA contemplates using resources to create vacancies, (e.g., early retirement) for labour adjustment purposes. While employees have rights under the Collective Agreements to job postings for vacancies, if the result would be aperson filling the vacancy without achieving any labour adjustment, the vacancy would be canceled. In this context, the parties at the facility level will need to cooperate to find labour adjustment solutions and will have available to them the assistance of the HLAA and the dispute resolution procedures in this Agreement.

Note B – Early Retirement/Severance: The intention of targeted early retirement/severance is to meet the labour adjustment needs of the restructuring health care system. This means that the priority call on the available funds is to resolve downsizing problems where other solutions are unavailable or unlikely to resolve the problems within a reasonable time frame. In particular, employees in the following circumstances are likely to be priority candidates for early retirement:

i) employed at facilities where there is limited generally comparable employment in the same region;

ii) employed in circumstances where the retirement would directly assist in the placement of employees described in (i).

It is understood that the early retirement/severance solution is an attractive one for employees and Employers, and has some fiscal offsets (for example, reduced use of LTD, etc.). The parties agree to cooperate to find cost effective ways within existing budgets of extending the option to as many acute care employees as possible.

17 Hospital Employees' Union undertaking

HEU will recommend to its members that, in the spirit of cooperation and in support of health care reforms and the optimum delivery of health care, they will exercise their options, including job selection, placement and bumping, as early as possible.

In order to facilitate and expedite this undertaking, the Employer will identify positions available to the employee as early as possible.

18 Regular Ongoing Vacancies

Positions funded for specific project, i.e., grant funded, capital projects, etc., will be posted pursuant to the Collective Agreements and the ESLA.

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

Region (from Vince Ready's June 16, 1993 recommendations)

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

(1) The road distance between the employee's current workplace and the potential placement facility is:

(a) **Group 1 –** Within 50 kilometers where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding University Hospital (Shaughnessy Site) which is included in Group 2 below, and all of Greater Victoria and all of the Saanich Peninsula.

(b) Group 2 – Within 75 kilometers where the employee's current job is located in all other areas except for the above.

(2) If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to the employee's present job.

(3) In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by 20 percent.

(4) Notwithstanding the above:

(a) Where there are options, i.e. more than one position available at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one is near the limit of the region on one side of the employee's current Employer, and the employee's residence and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.

(b) Where placement cannot be made within three months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "region" with respect to that employee in order to increase potential placement opportunities.

When and to Whom is a Comparable Job Offer Issued? (from Vince Ready's June 16, 1993 recommendations)

A generally comparable job is offered to those employees who have been given displacement or bumping notice and have been unable to access a generally comparable job, as defined under the ESLA, by exercising their Collective Agreement rights as a displaced or bumped employee within their home facility.

An example of how these recommendations apply is as follows:

- A full-time employee will not be required to bump or be reassigned to a .5 position.

Generally Comparable (from Vince Ready's June 16, 1993 recommendation

A "generally comparable" job *is* defined **as follows:**

A job with the same Employer, another Employer in the public service, public sector or non-profit community sector which is within ten percent of the rate of pay' the displaced employee was receiving at the time of displacement.

In calculating the ten percent differential the parties must include wages and the following benefits:

-medical, dental, extended health, group life and long term disability.

Where the new Employer lacks a long term disability plan the provisions *of* the ESLA may be applicable in which case this benefit will not be considered in calculating the differential.

Where placement cannot be made within three months **of** the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "generally comparable" with respect to that employee in order to increase potential placement opportunities

- The rate **of** pay means a comparison at the top step of the increment scale.

Policy Dispute Resolution Process - Employment Security and Labour Force Adjustment Agreement

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The parties to this process are HEABC, and each of BCNU, HEU, HSA, IUOE and BCGEU.

2. If a difference arises between the parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other parties to this agreement, including whether a matter is arbitrable, the parties directly affected by the difference shall meet to attempt to resolve the dispute at stage 3 of the grievance procedure.

3. If the dispute remains unresolved, any party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the stage 3 meeting.

   (a) The party submitting the difference to arbitration shall notify the other parties to the agreement through the use of an Expedited Arbitration Form which shall include:

      a. the name of the union, facility, and individual(s) involved;

      b. the date of the alleged incident;

      c. outline of the issue;

      d. the remedy sought;

      e. the degree of urgency;

      f. the procedure requested and rationale;

g. the name, address and phone number of the contact person.

(b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.

(c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the patties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process - Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other parties to this agreement, or whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.

Dispute Resolution Process - Employment Security and Labour Force Adjustment Agreement

The parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the stage 3 meeting.

1. The parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues rising from the ESLA.
2. Either party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the union, facility and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
3. The arbitrator shall arrange an arbitration hearing with twenty-eight (28) days of the referral.
4. The parties will utilize their own current staff to present the arbitration.
5. Each presentation will be short and concise, and not exceed two (2) hours in length per party.
6. The parties agree to limited use of authorities during their presentation.
7. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance If this occurs, the cost will become in Employment Security Agreement with Section 103 of the Labour Relations Code.
8. Where a mediation fails or is not appropriate, a decision will be rendered on an agreed to form and faxed to the parties within five (5) working days of the hearing.
9. All mediated resolutions or decisions of the arbitrators are limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
10. If the arbitrator or the parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be

referred back to the parties for disposition in ESLA with the Policy Dispute Resolution Process.

11. It is understood that it is not the intention of either party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

Section 8 - ESLA Job Sharing (from Vince Ready's award, April 21, 1994)

The purpose of this Memorandum of Understanding is to allow for the implementation of job sharing as specified in the ESLA.

Article 1 - Preamble

1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.

1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

1.3 Job Sharing Arrangements entered into under this agreement shall serve a labour adjustment purpose and shall be governed by the conditions set out below.

1.4 The HLAA will pay the additional cost of group benefits that result from such job sharing agreements.

Article 2 - Participation

2.1 Job sharing arrangements are voluntary and no employee shall be compelled or pressured into a job sharing arrangement by the Employer.

2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and **2.4).** Such a request shall not be unreasonably denied subject to operational requirements and confirmation of a labour adjustment purpose.

2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall **be** on the basis of seniority.

Job sharers will be within the same department and classification except where the Employer and Union agree in good faith. (For BCNU, department shall **be** defined as those units sharing a common clinical focus, i.e., medical (surgical, extended care, intensive care, etc.).

2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.

Article 3 - Maintenance of Full-Time Positions

3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.

3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement and the ESLA.

3.3 If one job sharing partner decides to discontinue participating in a job share, she must give thirty (30) days' notice and she will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over a period of 30 days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in ESLA with the Collective Agreement and the ESLA.

3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement and covered by the employment security provisions of the ESLA.

Should the displaced employee have been regular full-time immediately prior to the job share, a comparable job will be defined as a regular full-time position for the purpose of registration with the HLAA and/or internal options. Such employees can opt to define a comparable job as ±.2 of their FTE component of the job share, In either case, such employees' hours will be maintained only to the level the employee worked in the job share.

3.5 The Employer must give sixty (60) days' notice if they wish *to* end a job sharing arrangement.

Article 4 - Schedules and Job Descriptions

4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

4.2 Job descriptions for the job sharing partners will be identical.

4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

Article 5 - Benefits

5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Master Agreement.

5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.

5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Unemployment Insurance and Canada Pension coverage.

Article 6 - Relief

6.1 Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

Article 7 - Dispute Resolution

Local disputes as to the implementation of ESLA job sharing at the facility level should be referred to the Disputes Resolution Process of the ESLA.