

January 17, 2013

Community Health Bargaining Association reaches a two year tentative agreement

After a year of difficult bargaining the multi-union Community Bargaining Association (CBA) has reached a tentative two-year collective agreement with the Health Employers' Association of B.C. (HEABC). The agreement includes a wage increase of 3%, protection of health and welfare benefits, improved scheduling and respectful workplace provisions.

The CBA represents more than 14,000 members, the majority of whom are represented by the BCGEU. Other unions at the table include UFCW, HEU, CUPE, HSA, USWA, CLAC, and BCNU.

The CBA represents Community Health Service and Support workers which includes members who provide services to seniors and others in their own homes, alcohol and drug counsellors, members who work with adults and children in community settings and the workers providing administrative support to other health care workers.

"The wage increases gained in Community Health are in line with the gains made by the Facilities Bargaining Association and other health care unions," said Carla Dempsey, chair of the CBA bargaining committee. "I am very pleased that we were able to meet the members top priorities: an across the board wage increase and protecting health and welfare benefits."

All members will receive a 2% wage increase on ratification and a 1% wage increase on April 1, 2013.

The long road to a fair and reasonable deal

"This two-year tentative agreement comes after almost 12 months of difficult bargaining framed by a restrictive government mandate. The government continued their attempt to reduce benefits and the members responded with a strong strike mandate," says BCGEU President Darryl Walker. "With the support of the members the committee was able to move the employers off their demands for cuts to benefits and meet the members' need to protect and maintain their health and welfare benefits and provide the members with an across the board 3% wage increase."

Negotiating Framework

Members established their priorities and common principles prior to bargaining. The priorities were: a wage increase, close the wage gap with members working in the Facilities subsector, no reduction to benefits and respect at the workplace.

Your bargaining committee was committed to addressing the priorities of the members. However, they were faced with a very difficult negotiating mandate established by the provincial government.

Each sector was required to find what the government called cooperative gains. These cooperative gains are identified as financial savings to be found within the sector. If the unions found the savings then these savings would be matched by the employer. These matched savings were identified by the employer as the source of the funding to provide for wage and benefit increases. Simply put no savings=no wage increase.

Initially the Employer came after benefits to find the savings. They wanted us to co-pay for benefits. Our members did not agree and took a strike vote. The members top priority is a wage increase.

The Union bargaining committee was faced with a difficult decision: If we do not find some savings then we will forgo a wage increase or if we find savings we can get a wage increase. If we do not get a wage increase the members in this sector would fall further behind those members doing the same work in the Facilities subsector.

In assessing the unions' options the bargaining committee looked to see if there were areas where savings could be achieved with the least impact on members.

The bargaining committee reviewed their options and the members' priorities. The committee is of the view that this tentative agreement represents the best option available at this time and they are recommending that members vote yes to ratify this Collective Agreement.

Explanation of the major provisions of the tentative agreement

Across the board wage increases as follows:

- Effective the first pay period after date of ratification: 2%
- Effective the first pay period after April 1, 2013: 1%
- Meal and mileage allowances increased as follows:

Meal Allowance

- Effective April 1, 2013, meal allowances will increase as follows:

Breakfast-\$10.00 to \$11.50

Lunch-\$11.75 to \$13.25

Dinner-\$20.75 to \$22.25

Mileage Allowance

- Effective April 1, 2013, mileage allowance increases from \$0.50/km to \$0.52/km.

Point of Sale Drug Card

- A point of sale drug card will be provided to all eligible members.

Increment steps

The Annual hours of work for a 37.5 hour week are 1950 hours per year. In order to have the increment steps reflect the annual hours of work the increment progression for all steps has been increased from 1800 to 1950. This change will not impact anyone on step four.

Article 15 Hours of Work and Scheduling – Community Health Workers

With the 8.5 hour trials as proof that the 10 hour window was unnecessary to achieve full or close to full time hours the bargaining committee was able to achieve significant improvements to Article 15.

The term "weekly maximum hours" has been deleted from the Collective Agreement, and replaced with "weekly posted hours". This change will help reduce issues around "maximum/minimum" hours. If the employer increases a member's weekly hours then written confirmation of the increase will be provided to the member.

The new schedules include paid fixed shifts and paid fixed hour split shifts. Paid fixed hour split shifts will have guaranteed hours of at least 30 hours per week and the minimum hours worked in any split will be 2 hours.

Availability periods will be confined to either a 10, nine, eight or six hour period dependent upon the member's weekly posted hours.

If a member's weekly posted hours are:

- over 37.5 their availability period will be 10 hours;
- over 30 hours up to and including 37.5 hours their availability period will be nine hours;
- over 25 hours up to and including 30 hours their availability period will be eight hours;
- over 20 hours up to and including 25 hours their availability period will be six hours.

The new shift scheduling provisions for Community Health Workers and other members who are scheduled under Article 15 will be phased in over the year following ratification.

Pilot Projects

All existing Pilot Projects will be integrated with the new scheduling language. The Memoranda of Agreement related to Pilot Projects will be deleted from the Collective Agreement.

Extended Hours, Modified Workweeks and Flex Schedules

All existing extended hours, modified workweek or flex schedules will be identified within three months of ratification.

Any new extended hours, modified workweek or flex schedules will require agreement between the Employer and Union. Agreements must be in writing and contain the details of the agreed schedule.

Travel Time

Travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift is now included in paid time.

Harassment and Bullying

Your bargaining committee was successful in negotiating a respectful workplace provision that requires the Employer to have and enforce a policy that promotes and maintains a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. The policy must have a clear complaint process, investigation process, a conclusion and an appeal process.

Grievance and Arbitration

We were able to achieve changes to the grievance arbitration provisions that will provide for the speedier and more efficient resolution of grievances.

The unions and the employers agreed to a simplified process to choose the arbitrators for full hearings; the arbitrators will be selected in rotation by an administrative process. This new process should substantially reduce the time required to select arbitrators and this in turn will speed up the resolution of grievances.

Where we have a grievance for a suspension over 10 days or for a termination and where the employer agrees we can send the grievance to a one day mediation session with an mediator. If the mediation does not resolve the grievance than the grievance can be advanced to arbitration. The new process inserts an opportunity for mediation early in the grievance procedure and since many grievances are resolved through mediation this should result in the timely resolution of serious suspension and termination grievances.

In the case of expedited arbitration we have agreed to a process that will be overseen by a representative of the union and the employer. These two representatives will administrators will meet quarterly to establish expedited arbitration dates the arbitrators and the grievances to be heard on each date. Depending on the number of grievances the expedited dates could be as frequent as each month. This new procedure should improve the timely resolution of grievances. We have also agreed that the union and the employer will exchange documents within specific timelines prior to the expedited hearing. This is intended to minimize delay and provide an effective method of resolving grievances.

These changes are found in Article 8 and 9 and new MOA 31.

Selection Criteria

We have added language regarding members who previously met a typing (keyboarding test). These members will not be required to re-test for 24 months. If a member is working in a position requiring a specific standard of typing (keyboarding) they will be deemed to have satisfied that standard if they apply for another position that requires the same or lesser standard.

Job Fairs

For members who are scheduled under Article 14, a job fair process has been added to the Collective Agreement. The process will speed up the posting process while maintaining seniority rights for the affected members.

Paid Holidays

Family Day has been added to the Collective Agreement, with a corresponding increase to the payment in lieu for Community Health Workers and members working part time.

In-Service Education

Members scheduled by the employer to attend on-line courses shall be compensated by the employer in the same manner as members scheduled to attend an in service education seminar.

Bereavement Leave

Step-parents and step-children have been added to the definition of immediate family for the purposes of bereavement and special leaves.

Paydays

When a member identifies a monetary error on their paycheque the Employer will be required to correct the error within the next pay period or as soon as reasonably possible, whichever is sooner. This is an improvement over the old language that referred to a "significant monetary error" and required a manual cheque only if the member asked for one.

Casual Employees

Casual employees will now serve probationary and qualifying periods under Clause 12.10 Probationary Period and 12.11 Qualifying Period. This stops the unfair practise of double probationary periods where casual members post into a regular position. The qualifying period will be included in the probationary period.

Casual Availability

Changes have been made to casual availability that will see each member's availability confirmed within one year of ratification and will require members to work a minimum of 225 hours over a fixed year (which works out to 4.3 hours per week) to maintain employment, unless otherwise agreed between the Employer and employee or unless the Employer does not offer the member 225 hours during the year. The Employer is required to advise members mid-way through the year if they have not worked the required number of hours to allow sufficient time for the member to meet the requirement. In addition, members are to be given opportunity to demonstrate bona fide reasons for not meeting the required hours.

Memorandum of Agreement # 19 - Employment Opportunities

Casual employees will now be afforded the same rights as regular employees if they are displaced as a result of retendering. This is a significant gain for the members. In the past Casual employees did not have any rights if they were laid off as a result of retendering.

Memorandum of Agreement # 20 – Contracting out

This memorandum which provides limitations on the employers right to contract out expired on March 31, 2012. It has been renewed for the term of the tentative agreement.

Job Evaluation and Classification

The job classification Maintenance Agreement has been amended to make it more effective. The new process doesn't require the Employer to send new or changed job descriptions to the Union or for the Union to approve them. New and changed job descriptions will be provided directly to the members doing the work. If an error is made in the classification, the member (or the Union) will need to file a Classification Review Request. Any changes to pay that occur as a result of the Classification Review Request will take effect on the date the Classification Review Form is received by the Employer.

There is also a process to classify jobs that don't fit any of the benchmarks (also called "anomalous jobs"). The current system allows anomalous jobs to be created only by agreement between the Employer and the Union. The new system uses a standard criteria for anomalous jobs and allows the issue of whether a job is anomalous or not to be taken to arbitration and resolved there.

Long Term Disability

The renewal agreement includes language that will help members return to work in an accommodated position. This will allow members to return to work earlier or to stay at work while protecting their future long term disability benefits.

When managing an illness or disability it is extremely important for members to continue working in an appropriate position. The new language requires the Employer to identify available positions for members who are unable to do their own jobs because of illness or injury, both during the qualifying period and once LTD benefits commence.

During the qualifying period a member who cannot perform the duties of their own job can be accommodated in a "comparable" position. Comparable, for the purposes of LTD only, is defined as a position that is no more than 20% from the regularly scheduled hours of the employee's current position and has a wage rate that is no more than 5% different than the employee's current rate of pay.

If the accommodation fails the member's LTD benefit rate will be based on their pre-disability rate of pay and earnings.

Benefits Levelling

In order to meet the members' needs the bargaining committee agreed to level the benefits found in a variety of employer-specific agreements. The decision to level these benefits with those found in the Collective Agreement was not made lightly. The committee worked hard to ensure the least possible impact on members.

More than 70% of the members in this sector are not impacted by this change. Because the memoranda are specific to members and differ from employer to employer the details of these changes will be discussed at meetings scheduled for employees at their worksite.

No Changes will be made to the provisions as follows:

- STIIP will continue
- Extended health care deductibles will continue
- A current members entitlement to receive an accrued benefit will be maintained but there will not be further accrual
 - Examples are severance, retirement allowances, payout of sick leave banks upon termination
- Vacation entitlements or other leaves will continue at the present level of accrual but will not further accrue.
- Isolation allowances will continue

Vacations

The chart of annual vacation entitlements has been amended to look the same as the chart found in the Facilities agreement. The agreement has also been amended to reflect the Facilities agreement where members receive 19 day's vacation after five years of continuous service. These amendments mean that Community Health members with 5 years of continuous service will advance to 19 days of vacation and members with 6 years of continuous service will advance to 20 days of vacation. There are similar changes at years 10, 15 and 20. See the chart below.

Years of Service	Vacation Entitlement Current (to Mar 31/13)	Vacation Entitlement Tentative Agreement
1	15 days	15 days
2	15	15
3	15	15
4	15	15
5	20	19
6	20	20
7	20	20
8	20	20
9	20	20
10	25	24
11	25	25
12	25	25
13	25	25
14	25	25
15	30	29
16	30	30
17	30	30
18	30	30
19	30	30
20	35	34
21	35	35
22	35	35
23	35	35
24	35	35
25	35	35
26	35	35
27	35	35
28	35	35
29	35	35

Casual Pay in lieu

Straight time casual pay in lieu of scheduled vacation and paid holidays will be reduced by 0.6% (i.e. 10.2% to 9.6%) This will be effective the first pay period after April 1, 2013. This change means that casuals will receive a net pay increase of 2.5%. Regulars traded a vacation day and other benefits in order to achieve the 3% wage increase. Casuals are trading 0.6% of their pay in lieu to achieve a 3% wage increase.