

DECEMBER 2018

Report to members on the proposed terms of settlement

HEALTH SCIENCE PROFESSIONALS
BARGAINING ASSOCIATION



HEALTH SCIENCES ASSOCIATION
The union delivering modern health care

We work in a complex health care system that requires strategic solutions to ensure the best health care services are available to patients and clients when and where they need them.

Your HSA Board of Directors believes this tentative agreement meets those demands, and supports the recommendation of the bargaining committee to vote yes.

For voting information, please check hsabc.org or contact your steward.

If you have any questions, call 604-517-0994, toll-free 1-800-663-2017, or email contract@hsabc.org.



Val Avery, President of HSA

Report from the President

On behalf of the Board of Directors of the Health Sciences Association of BC, I am pleased to share with members the tentative agreement reached between the Health Science Professionals Bargaining Association (HSPBA) and Health Employers' Association of British Columbia for the term of April 1, 2019 to March 31, 2022.

HSPBA and HEABC entered into negotiations in the fall in advance of the expiry of the current collective agreement, fol-

lowing the ratification of three collective agreements reached in BC's public sector bargaining with the government. Those agreements established a pattern that set a base general wage increase for all public sector workers, and allowed for flexibility to address inequities that had developed over almost two decades of government-imposed restrictions to free collective bargaining.

In addition to a general wage increase for all members, this tentative agreement ad-

Through two and half months of bargaining, both the union and employer bargaining committees focused on negotiating collective agreement solutions that address years of erosion in the system that affected our members' ability to provide the care that British Columbians expect and deserve.

dresses issues that health science professionals have struggled with for the past two decades: unsustainable workloads, chronic shortages and vacancies of critical members of the health care team, a dysfunctional system of addressing increasing challenges in health and safety and work, and valuing the important contributions of each and every member of the health care team. Through two and half months of bargaining, both the union and employer bargaining committees focused on negotiating collective agreement solutions that address years of erosion in the system that affected our members' ability to provide the care that British Columbians expect and deserve. It is an agreement that has been one year in the making, starting with HSA's Bargaining Proposal Conference in December 2017.

The message from members at that conference was that after almost two decades of government neglect, we had an opportunity to focus on stopping the downward spiral that public services, including health care, was in.

The impacts of those two decades of neglect were felt acutely all around us: the highest child poverty rate in the country, a minimum wage that was falling behind, a crisis in mental health and substance use care, and deterioration of early childhood services and support. In acute care, it was seen in waitlists, dwindling resources, and crisis-driven management that undermined confidence in the public health care system.

As the new government has demonstrated, it is committed to a re-set, with dramatic action on improving access to primary care services, addressing acute care backlogs, reducing diagnostics waitlists,

focusing resources on mental health and addictions services, and growing multidisciplinary health care teams – including establishing a \$3 million professional development fund targeted at addressing shortages. That commitment to starting fresh continued through the fall, with the repeal of 16-year old legislation that eroded the delivery of health care services throughout the province.

Your bargaining committee entered negotiations against that backdrop with a mandate from members to stop the deterioration of the health science professionals contract, and start on a course to ensure that the expertise, knowledge, and services health science professionals bring to the modern health care team are reflected in the collective agreement.

The terms of the tentative agreement you will be voting on are the result of some tough negotiating that focused on achieving a solid foundation on which to build long term solutions to the challenges in the public health care system – challenges that did not appear overnight. We work in a complex health care system that requires strategic solutions to ensure the best health care services are available to patients and clients when and where they need them.

Your Board of Directors believes this tentative agreement meets those demands, and supports the recommendation of the HSPBA Bargaining Committee to vote yes.

Val Avery
HSA President



OUR BARGAINING COMMITTEE (left to right): Derek Wong, Josef Rieder, Randy Noonan, Candis Johnson, Kieran Shoker, Rosemary Deyagher, Kathleen Lee, Kim Pfeiffer, Mandi Ayers, Jeanne Meyers, Jing Ng, Alison Hietanen, Norah Miner. Front: Chad Lazaruk

Report from the HSA Bargaining Committee

On behalf of the HSA's HSBPA Bargaining Committee, we are pleased to recommend that HSA members vote YES to the terms and conditions achieved through the tentative agreement for a 2019-2022 collective agreement for health science professionals in BC.

Your bargaining committee was elected a year ago at HSA's health science professionals' bargaining proposal conference, where elected union representatives from around the province considered hundreds of contract proposals forwarded by members. At that meeting, the priorities set for the bargaining committee to pursue were:

- Competitive wages
- Modernized classification system
- Recognition on multidisciplinary teams
- Strategies to address workload

This tentative agreement meets those objectives.

All members will benefit from a general wage increase of two per cent a year for three years. Combined with the 1 per cent general wage increase and .75 per cent Economic Stability Dividend (ESD) February 1, all members will see a wage increase of 3.75 per cent in 2019.

In addition to the general wage increase, em-

During the term of the proposed agreement, a total of \$10 million will be devoted to addressing classification and compensation inequities within the Health Sciences Professionals bargaining unit, and recognizing the contributions of health science professionals in leadership and mentoring roles.

Members working on call will see their call-back pay increased to double-time, and, effective April 1, 2021 all members will benefit from an additional vacation day after five years of service, and an additional 7.5 hours each year after.

During the term of the proposed agreement, a total of \$10 million will be devoted to addressing classification and compensation inequities within the Health Sciences Professionals bargaining unit, and recognizing the contributions of health science professionals in leadership and mentoring roles.

On workload, language has been improved to ensure expedited consideration and resolution to workload grievances forwarded by members, and a Working Group on Workload, with a mandate to develop, produce, and support the implementation of guidelines to address workload issues affecting health science professionals.

This report explains the highlights of the tentative agreement and details all the changes proposed for the collective agreement.

In addition, the detailed language is available on the HSA website at hsabc.org.

All members will have an opportunity to vote on the terms of the collective agreement in January 2019 at meetings and votes throughout the province. Check the HSA website for information on meetings in your community. HSA will also send email notices of meetings, and we encourage you to register on the HSA website at hsabc.org to receive emails with information about voting places and times.

As co-chairs of the bargaining committee, we want to extend our thanks to your HSA representatives on the committee who contributed their energy, experience, cre-

ativity, and commitment to finding ways to ensuring members' needs were reflected at the bargaining table and in this tentative agreement:

- Candis Johnson, Supported Childcare Consultant, Child Development Centre of Prince George
- Chad Lazaruk, Medical Radiation Technologist, Victoria General Hospital
- Jing-Yi Ng, Pharmacist, Burnaby Hospital
- Kim Pflieger, Cardiology Technologist, Penticton General Hospital
- Kathleen Lee, Dietitian, St. Paul's Hospital
- Kieran Shoker, Pharmacist, Cancer Centre for the North

Thanks too, to the representatives from the other unions in the bargaining association – BCGEU, CUPE, PEA, and HEU – for being strong and articulate advocates for their members.

On behalf of the entire committee, we extend our thanks and appreciation to the staff team headed by Chief Negotiator Jeanne Meyers. Their commitment to the members, their understanding of the collective agreement, and their ability to negotiate improvements to the collective agreement that make a real difference for members of the health care team in hospitals and communities around the province will be felt well into the future.

Janice Morrison, HSA Vice President and physiotherapist, Kootenay Lake Hospital (co-chair)
Mandi Ayers, HSA Board of Directors and lab technologist, Bulkley Valley Hospital (co-chair)



Jeanne Meyers, Chief Negotiator

Report from the Chief Negotiator

Highlights of the proposed 2019-2022 HSPBA agreement

After two and a half months of bargaining, the HSPBA reached a tentative agreement with HEABC on November 8, 2018. The term of the agreement is April 1, 2019 to March 31, 2022.

HSA's bargaining committee took its direction from the priorities that were set by the HSA HSPBA Bargaining Proposals Conference in December 2017,

where respect for the modern health care team emerged as the theme to pursue in bargaining. Priorities for a contract that reflects that respect included competitive wages and premiums, manageable workloads and effective work schedules, modernization of the classification system and the development of truly multidisciplinary teams, and improved support for disability management and occupational

It has been a long time since we've had a bargaining team on the other side of the table that had the ability and mandate to work creatively to get to the root of the challenges and negotiate for improvements to the system.

health and safety – including violence prevention.

I want to thank the HSA HSPBA Bargaining Committee, co-chaired by board members Janice Morrison and Mandi Ayers and committee members.

It has been a long time since we've had a bargaining team on the other side of the table that had the ability and mandate to work creatively to get to the root of the challenges and negotiate for improvements to the system. After almost two decades of difficult bargaining, where government mandates and directions to employers restricted the ability to negotiate, we have landed on a tentative agreement that we

are confident will result in improved delivery of health care services in hospitals and communities across the province.

Key elements of the collective agreement include a general wage increase of six per cent and agreement to value the important contributions of each and every member of the health care team and address unsustainable workloads, chronic shortages and vacancies of critical members of the health care team, and a dysfunctional system of addressing increasing challenges in health and safety and work.

HSPBA Bargaining Proposal Conference, December 2017



WAGES AND PREMIUMS

Wages

General wage increase: two per cent a year for three years

- Effective the first pay period after April 1, 2019
- Effective the first pay period after April 1, 2020
- Effective the first pay period after April 1, 2021

Combined with the final wage increase of the 2014-19 agreement on February 1, 2019 of 1 per cent, plus the Economic Stability Dividend of .75 per cent, starting in April 2019, all members will see an increase of 3.78 per cent over their current pay cheque.

On-call and Call-Back – Effective April 1, 2019

Call-back pay increases to double time. This is a significant increase for members who work call.

Vacation Entitlement – Effective April 1, 2021

Additional vacation day after five years of service, with 7.5 hours added each subsequent year. This restores the vacation day accumulation lost in the 2010 agreement settled under the previous government's "net-zero" increase mandate.

Transportation Allowance and Travel Expense – Effective April 1, 2019

Transportation allowance matches the maximum allowable per kilometre rate under the Canada Revenue Agency automobile allowance rates. The allowance is permanently tied to the CRA rate, and does not have to be negotiated with every collective agreement renewal. Minimum paid for a round trip increases to \$4.

Improvements to the language defining primary home work site for the purpose of attracting transportation allowance. Now includes second work site as a place where the employee works on a regular and predictable basis and not where the majority of the employee's work is performed. The second work site must be within 50 kilometres of the primary work site, except in the Lower Mainland, where the second work site is within 30 kilometers of the primary work site. This provision addresses concerns for members working at multiple sites.

Long Service Recognition – Effective April 1, 2021

A new step for long service recognition is created – with a .25 per cent increase over the 6th year step after 25 years of service. This is an important retention tool for long service employees.

Me-Too

A me-too clause is in place to address the possibility of another public sector agreement settling outside the 2,2,2 general wage increase mandate established for the 2019-2022 public sector agreements. The clause is not triggered for wage increases outside the base increase, or general wage increase improvements that may be the product of binding interest arbitration.

Severance Allowance – Effective April 1, 2019

Changes in language to clarify the application of severance allowance entitlement for part-time workers.

Joint Health Science Benefit Trust

The funding formula was amended to provide for an increase in the employer's contribution in year three and a process of regular reporting out to Public Sector Employers' Council (PSEC) to address issues such as inflation, demographic shifts and usage trends during the life of the agreement.

MODERNIZATION OF THE HEALTH CARE TEAM

Classification Redesign and Modernization - Phased in over the life of the 2019-2022 Collective Agreement

A key element of the tentative agreement is the dedication of \$10 million to fund the first step of a wholesale restructuring of the classification system to address decades-old inequities in job categories.

Phased in over three years, the job of a joint working group established under the agreement will be to make changes to the classification system that will address existing inequities, improve recruitment and retention, and support the government's modernizing of the health care delivery in the province, including the creation of community-based multidisciplinary health care teams. In the second and third years of the collective agreement, a joint working group will allocate money remaining from the \$10 million fund in the following priority order:

- To address anomalies flowing from the transition of MOU professions in the Industry-Wide Miscellaneous Rates. An example of an anomaly may be where a MOU position is classified at a grid level which is inconsistent with other positions (e.g. the position requires a degree but is lower than Grid 8).
- To compensate as fully as possible and as soon as possible, all staff/entry level positions that have new classification and compensation provisions for working without general supervision.

In addition, the working group is charged with laying the groundwork for further modernization of the classification system beyond the term of the collective agreement.

Year One Classification Changes – Effective the first pay period after April 1, 2019, with some compensation changes to be phased in in years two and three

Diagnostic Medical Sonographer and Magnetic Resonance Imaging Technologist

- Two new job families will be created: Diagnostic Medical Sonographer and Magnetic Resonance Imaging Technologist.
- The new job families retain the current Grades III to VI classification definitions but rename them as Grades I to IV. The corresponding salary structures are unchanged.
- Both job families gain a new classification at the Grade II level that will provide pay recognition for working sole charge
- Magnetic Resonance Imaging Technologists gain a new classification at the Grade II level that provides pay recognition when assigned to provide instruction and/or supervision to students (Diagnostic Medical Sonographers already have such a classification).

- Both job families gain a new classification at the Grade II level that provides pay recognition for working without general supervision. The implementation date for attracting increased pay for working without general supervision will be in 2020 or 2021, subject to the determination of the Joint Working Group.
- The restructured classifications set the base for continued improvement to the classification system

Separate Memoranda and Industry Wide Miscellaneous Rates

- The classifications and corresponding wage grid levels of all professions currently classified in accordance with separate memoranda (and so do not appear in the collective agreement) shall be added to the Industry Wide Miscellaneous Rates (“IWMR”) section of the collective agreement.
- Staff/entry level IWMR classifications (including those previously classified per separate memoranda) shall be compensated at one grid level higher when assigned to work as Sole Charge, or to provide instruction and/or supervision to students.
- Staff/entry level IWMR classifications also will similarly gain pay recognition for working without general supervision. The implementation date for pay increases for working without general supervision will be in 2020 or 2021, subject to the determination of the Joint Working Group.

Classifications with two entry to practice credentials

Social Program Officers

The Social Program Officer classifications are deleted and the following shall apply:

- “Positions where the qualifications are not exclusive to any one discipline and where the position provides a counselling, education, prevention, referral, or advocacy service to individuals, families, or groups with mental health, behavioural, addiction, or chronic medical concerns will be classified in accordance with the Social Worker definitions and grid levels.”
- The former Social Program Officers at the staff/entry level gain access to several classification provisions such as Sole Charge and providing instruction and/or supervision to students at Grade II. Former Social Program Officers who have Masters Degrees and are in Grid 8 staff/entry level positions no longer qualify for Qualification Differential but are elevated to Grid 11. The supervisors gain pay recognition for all staff FTE that they supervise whereas they currently are credited for only Health Science Professional and Nurse FTE that are supervised.
- The former Social Program Officers at the staff/entry level also gain pay recognition for working without general supervision. The implementation date for pay increases for working without general supervision is 2020 or 2021, subject to the determination of the Joint Working Group.

Recreation Therapist and Infant Development Consultant

- For professions like Recreation Therapist and Infant Development Consultant, there will be only one classification and corresponding pay grid level for all classifications above the staff/entry level (the highest). For example, the Recreation Therapist – Diploma – Sole Charge and Supervisor classifications are deleted and incumbents move to the new Recreation Therapist – Sole Charge and Supervisor classifications at the rates previously available only to those with a

Bachelor's Degree (a two pay grid increase).

Combined Laboratory/X-Ray Technologist

- The Combined Laboratory/X-Ray Technologist references in the IWMR are deleted and Combined Laboratory/X-Ray Technologist is added to the list of Health Science Disciplines Allied to the Medical Technology Disciplines. This elevates CLXTs from Grid 5 of the regular wage schedule to Grid 6 of the higher Med Tech wage schedule.

Supported Child Development Consultant

Supported Child Development Consultants move to the same salary structures as Infant Development Consultant as follows:

- Supported Child Development Consultant – Diploma – Staff (currently Grid 2) moves to Grid 4 in April 2019, Grid 5 in April 2020, Grid 6 in April 2021
- Supported Child Development Consultant – Degree – Staff (currently Grid 2 plus Qualification Differential) moves to Grid 4 in April 2019, Grid 6 in April 2020, Grid 8 in April 2021
- Supported Child Development Consultant – Supervisor (currently Grid 4) moves to Grid 6 in April 2019, then to Grid 8 in April 2020, then to Grid 10 in April 2021

Perfusionist

- The salary structures for the “Perfusionist, Educator” and “Perfusionist, Supervisor” classifications (at present respectively \$1.05 and \$2.10 above the hourly staff Perfusionist rate) are increased to reflect a similar differential above staff rates as compared to other health science professions with educator and supervisor classifications. Educator will be about \$4 above the staff rate and Supervisor will be about \$6 above the staff Perfusionist.

Testing Technician – Psychometrist

- Elevated from Grid 7 to Grid 8 in recognition of Bachelor's Degree entry to practice requirement. Testing Technician – Psychometrist incumbents no longer qualify for Qualification Differential based upon a Bachelor's Degree.

Infection Control Practitioner

- The Infection Control Practitioner salary structure is elevated from Grid 11 to Grid 15. The ICP job is identical regardless if performed by a member of the Health Science Professional bargaining unit or of the Nurse bargaining unit. The new rates are close to the applicable Nurse rates (which fall between Grids 15 and 16).

Qualification Differential

The Qualification Differential provisions are amended as follows:

- For clarification, the Baccalaureate QD listing is amended to read “post entry to practice Baccalaureate Degree”.
- Similarly, the Baccalaureate plus A.C or A.R.T. listing is amended to read “post entry to practice

Baccalaureate Degree plus Advanced Certification or Advanced Registered Technologist”.

- The Masters and PharmD QD listings are deleted and replaced with a single entry “post entry to practice graduate degree”. This confirms that QD is only payable where an employee holds a post entry to practice Masters or PharmD degree. It also provides new eligibility for \$125 per month QD to those who hold an applicable degree at the PhD level.

Year Two Classification Changes - Effective the first pay period after April 1, 2020:

Occupational Therapist and Physiotherapist

The Qualification Differential provisions for Occupational Therapists and Physiotherapists are amended as follows:

- All salary structures of the OT and PT wage schedule are increased by \$125 per month. The March 2006 agreement regarding QD for OTs and PTs is deleted. Accordingly, the \$125 per month QD is no longer payable for entry to practice Master’s degrees in OT and PT. The result is that OTs and PTs will have the same compensation regardless of whether they hold the current or previous entry to practice credential.

Professional Development Fund – Effective April 1, 2019

Aimed at addressing recruitment and retention challenges, and at ensuring members have access to continuing education to maintain excellence in their professions, the agreement includes provision for a \$400,000 annual professional development fund – totaling \$1.2 million over the life of the tentative agreement – to be administered by the union. Combined with the \$3 million professional development fund achieved outside of bargaining in the fall of 2018, this represents a significant injection into continuing professional development for health science professionals.

This Professional Development Fund agreement will be an ongoing term of HSPBA collective agreement beyond the 2019-2022 term.

Experimental Shift Scheduling – Effective April 1, 2019

Article 24.07 is expanded to ensure a cooperative approach is available to update scheduling of shifts so that schedules are responsive to the needs of patients, clients, residents, and health science professionals while meeting the operational requirements of a wide variety of work settings.

This enhanced language helps bring the development of responsive shift scheduling back to the local level and helps guide approaches to creative scheduling to facilitate the government’s commitment to shifting how health care is delivered in the province. Through the creation of Urgent Primary Care Centres and Primary Care Networks, government is working to ensure multi-disciplinary health care is accessible when and where British Columbians need it.

Requirement to Join and Maintain Membership in Professional Bodies as a Condition of Employment – Effective April 1, 2019

Appendix 28, covering the employer’s requirement that employees maintain membership in a professional association, continues, with the employer bearing responsibility for the cost of membership. A minor amendment now allows, but does not require, the employer to pay for professional association membership fees, even if membership is not a condition of employment.

LEAVES

Leaves were a priority for delegates to the HSA HSBPA bargaining proposal conference in December 2017, and a number of leave improvements have been negotiated in the tentative agreement.

Domestic and Sexual Violence Leave

As evidenced by an extensive study undertaken by the Canadian Labour Congress in partnership with the University of Western Ontario, women with a history of domestic violence have a more disrupted work history, are consequently on lower personal incomes, have had to change jobs more often, and more often work in casual and part time roles than women without violence experiences.

Being a perpetrator of domestic violence also significantly impacts a worker and their workplace. A recent study found that 53 per cent of offenders felt their job performance was negatively impacted, 75 per cent had a hard time concentrating on their work, and 19 per cent reported causing or nearly causing workplace accidents due to their violent relationship. Their behaviours lead to a loss of paid and unpaid work time, a decrease in productivity, and safety hazards for their co-workers.

Under this new appendix attached to the tentative collective agreement, upon request, employees shall be granted unpaid leave to a maximum of 17 weeks for reasons related to domestic or sexual violence. Casual employees are not required to be available for shifts for up to 17 weeks. This leave is in addition to leave entitlements in the collective agreement. In the event that present or future legislation results in a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision prevails.

Article 20 – Special Leave – Effective April 1, 2019

Special leave is improved to allow for leave of 22.5 hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

Special leave also increases allowable leave for child birth or adoption related leave to 15 hours from 7.5 hours. Employees who are eligible for parental leave under Article 18.02 are eligible for this leave.

Maternity and Parental Leave – Effective April 1, 2019

In addition to making the leave provisions and entitlements gender-neutral, Maternity and Parental Leave language is improved to reflect changes to legislation extending the length of leaves. In order to reflect the change in waiting period from two weeks to one week for EI maternity benefits, the maternity leave allowance providing for 85 per cent of normal weekly earnings will be paid for the first week of maternity leave, with a second week of maternity leave allowance at 85 per cent of normal weekly earnings being paid evenly over the first 16 weeks of maternity leave, preserving the collective agreement benefit of maternity leave pay for two weeks, in spite of the reduction in waiting period.

Education Leave – Effective April 1, 2019

Flexibility to allow for a range of continuing education options is a priority for health science professionals. The amended language clarifies that the Employer is responsible to match time given by an

employee even if the leave is for one day or less. There is no requirement for the employee to give one of their own days before the employer is required to contribute leave time.

Vacation Leave – Effective April 1, 2021

Additional vacation day after five years of service, with 7.5 hours added each subsequent year. This restores the vacation day accumulation lost in the 2010 agreement settled under the previous government's "net-zero" increase mandate.

Bereavement Leave – Effective April 1, 2019

Renamed from compassionate leave to bereavement leave. In accordance with the Employment Standards Act, employees are entitled to unpaid leave.

Leaves for Compassionate Care, Child Disappearance, and Child Death – Effective April 1, 2019

In accordance with the Employment Standards Act, employees are entitled to unpaid leave.

Pay Cheques or Deposit

In order to improve transparency, the employer will provide an itemization of all deductions for sick and vacation leave on pay stubs, in addition to the existing requirement to provide a designation of statutory holidays paid, adjustments including overtime and promotions, and the cumulative amount of sick leave credits earned.

WORKLOAD

Working Group on Workload

Workload has been an ongoing and increasing challenge for health science professionals, and the tentative agreement creates a working group designed to address issues proactively, with a mandate to develop, produce, and support the implementation of guidelines, including tools and strategies, for employers and employees to identify, assess, and address workload issues affecting health science professionals. The working group has a March 31, 2020 target to distribute an agreed-to workload guideline.

The working group will be provided with project management support which may include administrative support, resources for the development of a Workload Guideline, and resources for the development and distribution of broad-based educational and communication strategies for employers and employees.

Article 38.05 – Workload – Effective April 1, 2019

Changes to the collective agreement place the onus for addressing workload issues expeditiously on the employer, and put in place timelines for addressing workload issues. Failing a satisfactory resolve to the issues, a grievance procedure, with prescribed timelines, including timelines for involving a trouble-shooter, is to be followed.

This new language strengthens the requirement of the employer to address workload issues in a timely and significant way, and to offer meaningful intervention as soon as the workload issue has been raised and identified, and moves away from relying on a grievance-based approach to workload issues, which

placed the responsibility for raising and addressing workload issues on the employee.

Regularized Relief Positions – Effective April 1, 2019

A significant improvement to address workload in a timely and significant way is this addition of a new provision in the collective agreement to create regular relief positions to cover work which includes but is not limited to leaves of absence, temporary workload, vacation and/or seasonal surges. These positions will be posted and filled in accordance with Article 9 – Vacancy Posting.

RECRUITMENT AND RETENTION

Provincial Recruitment and Retention Issues – Effective within 120 days of ratification

A Provincial Recruitment and Retention Working Group will be struck, comprised of

- One senior representative from HEABC
- Two senior level representatives from HEABC member organizations
- Three representatives from HSPBA
- One representative from the ministry of Health at the Assistant Deputy Minister level, and one senior level alternate.

The Working Group will be supported by a government-provided Health Labour Market Analysis writer, and the ministry and employers will provide regular workforce data reports.

The Working Group's tasks include:

- Engaging and consulting stakeholders
- Identifying initiatives to address recruitment and/or retention issues for identified priority professions
- Consider initiatives to address employee engagement as a means of addressing identified issues- Consider initiatives to foster attractive work environments
- Identify recommendations for training at post-secondary institutions
- Consider initiatives to address recruitment and retention issues for all health science professionals.

Shift Posting – Effective April 1, 2019

Article 27.02 – Shift Posting is improved to require the employer to post on-duty and off-duty shifts including statutory holidays at least 14 days in advance (increased from 12) and, where possible, 28 days in advance (increased from 14), and maintaining the requirement to pay overtime for the first day of shift posting change should the required notice not be met.

This is a significant improvement that addresses issues for health science professionals who have struggled with balancing work demands with demands arising from their lives outside of work – be it scheduling child care, family responsibilities, and other non-work demands.

Assignment of Additional Shifts – Effective April 1, 2019

Article 24.09 – Assignment of Additional Shifts. Contract language changes address the potential for arbitrary or unfair assignment of additional shifts that come available. Where no agreed upon process already exists, new language insists on a mutually agreed process, determined by 2/3 of affected employees at the work unit and the employer must be developed, and if a process is not agreed to, then additional

shifts will be allocated by seniority to qualified casual and part-time employees, keeping in consideration those employees' availability and ability, including clinical competency, to meet clinical needs.

This is an area where we see significant numbers of grievances. In the interest of transparency, this article is also amended to require that the process agreed to for assignment of additional shifts is posted at the local work unit.

Displacement And Bumping – Effective April 1, 2019

A change in displacement and bumping language is designed to enhance job security for members who work in some of the smallest sites which are also most vulnerable to funding changes. This is new language addressing displacement of employees that allows for a second level option. If a displaced employee does not have bumping options at their worksite, they will be given first consideration on any external vacancies at another health authority/health organization.

Vacancy Posting – Effective April 1, 2019

In another job security improvement, under Article 9.07 employers will be restricted from changing a part-time employee's FTE by up to .2 FTE for 24 months – up from the current 12 months. This ensures improved stability for part-time employees who are currently vulnerable to reduction in FTE every year without protection afforded by displacement provisions in the collective agreement.

In addition, vacancy postings must include the intended work assignment and worksite.

Contracting Out – Effective April 1, 2019

Appendix 18 – Contracting Out is deleted.

Combined with legislation passed by the current NDP provincial government in November 2018, this puts an end to the attack on health care services and workers through Bills 29 and 94 that resulted in reduction in wages, working conditions, and job security for workers in the health and community social services sectors. The effect of the legislation was to erode the conditions of care for vulnerable patients and clients and to create industrial instability.

DISABILITY MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY

Since the creation of the Enhanced Disability Management Program (EDMP) in 2010, demand for the jointly developed and administered program using a province-wide standardized approach to disability management has grown as employees and employers benefit from early, appropriate, and ongoing support to maintain employees' connection with the workplace and/or return to work in a safe and timely manner.

EDMP Representatives – Effective April 1, 2019

As demand continues to grow, the new collective agreement allows for an increase to 10.25 employer-paid FTE EDMP union-appointed representatives (up from 8.25 FTE). In addition, the employer will contribute \$100,000 per year to pay for administration costs, including jointly developed training and education, travel, electronic equipment, and other expenses associated with the provision of HSPBA EDMP representation province-wide.

Under the new agreement, all medical accommodations must go through the EMDP case management program, increasing the support members have as they make a transition back to work. In addition, there are new timelines imposed upon employers to ensure members are returned to work in an expedient and medically appropriate manner.

Working Group – Provincial Framework on Occupational Health and Safety in Health Care

With violence prevention and occupational health and safety a top concern for health science professionals, the committee focused on an effective approach to addressing issues, and \$250,000 per year was committed for HSPBA's contribution to an evidence and solution-based Joint Provincial Health, Safety, and Violence Prevention Committee.

Within 90 days of ratification, the employer and unions will establish a joint provincial working group grounded in the principles of meaningful collaboration and system-based approaches with a purpose to support and promote safe and healthy work environments in health care across the province, with recommendations to be made within six months of ratification.

Among the shared objectives of the joint group are:

- Promoting a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safe work practices and healthy workforces, including pilot and demonstration programs
- Preventing and reducing the incidence of injuries (physical and psychological) and occupational diseases
- Identifying and developing a provincial framework and systems for implementing these objectives cooperatively

Article 39 – No Harassment – Effective April 1, 2019

This article has been revamped to be consistent with the *Human Rights Code*, including gender identity and expression as prohibited grounds.

ENHANCED UNION REPRESENTATION

Effective representation of union members is critical to solving workplace issues governed by collective agreement rights. Under the tentative agreement, important improvements have been negotiated to improved members' access to union representation – and the union's ability to communicate with members about their collective agreement rights.

In the interest of developing quality labour-management relationships, designated employer-paid union steward positions have been included in the collective agreement.

Paid steward time will be included in the collective agreement and be available at the follow locations:

- | | |
|------------------------------|-------|
| - Vancouver General Hospital | 1 FTE |
| - Surrey Memorial Hospital | 1 FTE |
| - St. Paul's Hospital | 1 FTE |

- BC Children's and Women's Hospital 1 FTE
- Royal Columbian Hospital .26 FTE
- BCCA – Vancouver Cancer Centre .26 FTE
- Royal Jubilee Hospital .26 FTE
- Kelowna General Hospital .26 FTE
- Abbotsford Regional Hospital .26 FTE

The objective of paid steward time (paid at the employee's wage rate in their regular position) is to address workplace issues expeditiously when possible, including improving steward availability when members require union representation in the workplace.

Article 5 – Union Recognition, Rights and Security

Changes to this Article of the Collective Agreement to improve union access, including electronic access, to members' employment information to allow for improved ability for the union to represent members.

Article 5 is also improved to allow union stewards paid time to investigate, prepare, and present grievances, attending labour-management meetings, act as the appointee to labour management committees, and improved access to new member orientation meetings to ensure all new members are provided with names and contact information for their union stewards.

Expedited Dispute Resolution Process for Short Term Union Leave

A new expedited dispute resolution process is related to the failure of employers to grant short-term union leave to union activists participating in union education, conventions, and committee meetings.

Dispute and Arbitration Redesign Committee

Designed to examine the current arbitration system to explore options for improved systems to allow for more timely resolution of grievances and arbitrations related to members' collective agreement rights, this is a joint committee that will explore a redesigned grievance and arbitration system. The committee is tasked with producing a report to the HSPBA and HEABC within one year of ratification, with a view to identifying joint recommendations, and areas where no consensus was reached.

Employee Evaluation and Records – Effective April 1, 2019

Improvements to access an employee's personnel file, including granting the union the ability to request the employee's personnel record, upon authority of the employee. This improvement allows for better advocacy by the union on behalf of employees.

A new provision governs the removal and destruction of letters of expectation from an employee's personnel file 36 months after the date of the letter, provided that there has not been repetition of the behaviour or conduct addressed in the letter.

MISCELLANEOUS

Gender-neutral language

The contract language is modernized by deleting the collective agreement's definition of spouse, and deleting all gender-specific pronouns to be replaced with gender-neutral language.





HEALTH SCIENCES ASSOCIATION

The union delivering modern health care

HSA's Board of Directors is elected by members to run HSA between annual conventions. Members should feel free to contact them with any concerns.

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