

## Health Science Professionals Tentative Agreement 2019-2022

# Frequently Asked Questions

**Q: I see that the additional vacation day after five years of service is being reinstated. For those of us who lost that day under the “net zero” mandate (where we had to pay for any monetary changes to our collective agreement by forfeiting another monetary provision) will we now get an additional vacation day going forward?**

**A:** The increase in vacation entitlement will be applied to and will benefit all members moving forward after April 1, 2021, and will correct delayed accruals to restore you to the position you would have been in if not for the 2010 concession. For example, without the gain, an employee with 12 years of service would be entitled to 202.5 hours of vacation in 2021. Under the new language, an employee with 12 years of service will be entitled to 210 hours of vacation, and continue to accrue an additional 7.5 hours in each subsequent year.

**Q: Does the proposed agreement alter my benefit coverage?**

**A:** No. The agreement does not change benefits in anyway. One of the important achievements of the past 15 years of bargaining has been the protection of benefits. In the years of “net zero” and “cooperative gains” contracts where any improvements had to be funded against monetary provisions of the collective agreement, HSA members were steadfast in protecting benefit plans.

Further, recognizing inflationary pressures, the 2019-2022 tentative agreement includes a lump sum payment of \$700,000 on April 1, 2021 to fund anticipated rising costs of benefits.

Managing benefits for health science professionals is now under the responsibility of a Board of Trustees under a new joint trust agreement (with equal representation from union and employer representatives) that came into effect in April 2017. The Joint Health Science Benefit Trust (JHSBT) was negotiated by the HSPBA in order to protect benefits and ensure maximum transparency and accountability.

The JHSBT manages all assets for the maximum benefit of its members. Trusts are legal entities that are held to the highest fiduciary standards. All employees and employers covered by the collective agreement must participate in the JHSBT for the provision of health and welfare benefits. The primary advantage of a joint trust is that employees and employers become partners in delivering health and welfare benefits. Working together, both parties are motivated to provide the best possible benefits for members to operate efficient and sustainable benefits plans.

You will be hearing more from the JHSBT in the coming year as a member web portal, which is currently under development, will be launched to enhance service to benefit plan members.

**Q: Does the new language on maintaining membership in a professional association mean that my employer now pays my required licensing and registration fees?**

**A:** No. If you pay registration or licensing fees to maintain your professional designation, you continue to pay those fees. The proposed language simply makes it explicit that the employer *may* bear the cost of fees.

The employer is only required to pay fees if membership is made a condition of your employment, but not as a simple operation of statutory, accreditation, or regulatory requirements.

The only contract language change in the 2019-2022 collective agreement was negotiated because some employers wanted to offer to cover association fee costs, but felt the language prohibited them from doing so. This proposed language makes it clear that employers can pay the fees, which we believe will be an attractive recruitment and retention tool.

**Q: Does the new \$400,000 Professional Development Fund replace the \$600 education leave per year that I am entitled to?**

No. The new Professional Development Fund will be administered by the unions, and does not replace the education leave provisions of the collective agreement.

Members should continue to take the employer-funded education leave they are entitled to under Article 17 of the collective agreement, and apply for supplemental funding to support additional professional development through the union-administered Professional Development Fund. Professional development is a key to continued development and updating of skills, and important to members who want to progress in their careers. It has long been an area that HSA members have made a priority for bargaining, and we are pleased to have been able to negotiate a professional development fund as an ongoing feature of the collective agreement.

**Q: Work-life balance is something that is especially important to me. Is there anything in this tentative agreement that helps with that?**

**A:** We worked hard to pursue scheduling options that meet the needs of patients, clients, residents, and the health science professionals they rely on for a breadth of services. Article 24.07 makes room for employers and employees at the local level to develop experimental shift scheduling that varies from the norm. With this language in place, the door is open to create more responsive and resilient schedules.

**Q: I work at multiple sites at my job, and my employer pays for the mileage costs. How does limiting my worksites to two help me?**

**A:** Under the proposed current language, your employer will not be allowed to assign you to start work at multiple locations without covering costs you incur by using your own vehicle. This provision restricts the employer to assigning up to two home worksites. For example. If you have two home worksites – one in Chilliwack and one in Hope, but you also deliver services in Abbotsford and Mission, you are entitled to mileage coverage from one of your two home sites when you are working in other sites. Of course you will continue to earn mileage coverage travel between sites on the same day as you do currently.

**Q: How does the proposed agreement address workload issues?**

**A:** The workload process under Article 38.05 has been improved and now articulates that more detailed and specific steps required, as well as provides concrete timelines for specific actions to be taken when workload concerns are raised in the workplace. There is also an additional step that requires Employers to give due consideration to any recommendations outlined by a troubleshooter on workload concerns.

There is also new language in the tentative agreement that allows for the introduction of regular relief positions to manage workload concerns.

A joint working group on workload has also been established to develop tools to manage and strategies to prevent workload issues from occurring in the workplace. The working group includes defined timeframes and well as intended outcomes/deliverables.

**Q: It looks like we have lost access to bereavement leave in the case of the loss of in-laws. I thought there were no concessions in this tentative agreement?**

**A:** The proposed change to the bereavement language does not exclude in-laws. The language from the list that was previously in the current collective agreement it is now to be based on the legislation and regulation, which is much broader, and certainly includes in-laws. We pursued this change because the legislation and regulation set out the definition of family member for the purposes of compassionate care leave, and it would not make sense to have access to leave to care for someone when they are dying, but not have access to bereavement leave after they die. The new language broadens access to this leave.

**Q: I see there are new leaves included in the agreement for Domestic and Sexual Violence. If I need to take this kind of a leave, how do I ask for it?**

**A:** There are two places in the agreement now that cover leave for Sexual and Domestic Violence.

Members can access three days of paid leave for under the provisions of Special Leave. Members are not required to provide "proof" of requiring such leave, and the leaves may be taken to support your children who may be requiring support because of Domestic or Sexual violence in the home as well.

There is also a provision for members to take an unpaid leave for up to 17 weeks to attend to personal matters resulting from Domestic or Sexual violence. This leave can be accessed with out any risk of loss of employment.

**Q: How do I vote on the tentative agreement?**

**A:** Voting will be community-based, with information and voting meetings scheduled throughout the province starting January 7, 2019. Please watch your email and check the HSA website for information about meetings in your community.