

**What were the Union's objectives going into this Section 54 process and were they achieved?**

When we met with members last summer and fall we heard that you wanted the union to limit the financial impact on you. You wanted HSA to advocate that IHA give due consideration to the investments members had made in their home communities and work sites by being regionally sensitive to the reality that members did not, for the most part, want to have to move to maintain employment or travel unpleasant distances daily to ensure that their wages were not reduced.

We feel that both of these objectives were for the most part achieved.

Wage protection (red circling) applies to all members irrespective of their choice to either fill any vacancy on a seniority basis or to be displaced and bump another member. Under the negotiated Section 54 Labour Adjustment Plan Memorandum of Agreement (LAP MOA), members do not need to meet the stringent HSPBA collective agreement requirements to be wage protected (red circled). We have done this in an attempt to lessen the likelihood of widespread chain bumping impacts.

Site based Section Heads will have the first opportunity to fill the new Operations Supervisor positions at their own sites.

Chief Technologists (PPLs) will have the first opportunity to fill the new, for the most part, multi-site PPL positions and other PPL vacancies.

**The language of the Section 54 LAP MOA is confusing to me. How do I choose my new position?**

Use the selection form provided by the Employer to rank your vacancy choices in your preferred order. If your early ranked selections are not available because they were already selected and filled by more senior members when your turn comes up, then you will be placed into your later ranked selection. (eg. If your selections #1 and #2 are already gone when your turn comes up, then you would be placed into your #3 selection if it is available)

**I ranked my vacancy selection preferences but really only want to select the three vacancies that interest me. Is that okay?**

Yes, but if they are awarded to other (more senior) members then you will be given displacement notice and will quite likely end up having to bump a junior employee.

**How many vacancy selections can I rank on the selection form?**

You can select up to all of the 58 vacancies by placing them in your preferred ranking order, or as few as 1, but, if that position is filled, then you are subject to displacement.

**How do I avoid ending up having to bump another member?**

By making a suitably large number of ranked priority selections of the available vacancies listed in Appendices B, C, and D. The more choices you make, the better likelihood there is for landing a vacancy that you prefer or can tolerate.

**All the positions I initially wanted were gone when my turn came up. What happens to me?**

You will be displaced and will have displacement rights consistent with the LAP MOA and the Collective Agreement. It is likely that to maintain employment you will end up bumping. Additionally there *may* still be some unclaimed vacancies to still select from. You will not however be able to bump any member that has filled a vacancy through this LAP MOA process.

**It seems that the Section 54 LAP MOA is trying to encourage me to take one of the vacancies available rather than be displaced and bump another member. Is my assessment correct?**

Yes.

**I don't like any of the new vacancies. Can I just choose to be displaced and exercise bumping rights?**

Yes, however your bumping rights are somewhat restricted as the process will first see the filling of the available vacancies. You cannot bump members who fill a vacancy through this LAP MOA. In effect you will have fewer bumping choices.

**Strategically speaking, why would a member select solely for displacement over selecting a vacancy?**

Where a member has in their own assessment comfortably high enough seniority (see the LAP MOA's appended seniority list) and they don't like the vacancy choices available to select, and they desire/intend to bump a specific position held by an initially unaffected member who is junior in seniority to them, then that may be a circumstance where they end up successfully bumping into the position that they want.

**Can I select four preferred vacancies and then say my fifth choice is to be displaced?**

Yes, that would be done by selecting just the four vacancies.

**I am a Grade 5 Section Head and am losing my position. There are 5 Section Heads at my site but there will now only be two Operations Supervisors in the new structure at our site. How will these two new Operations Supervisors positions be filled?**

The Operations Supervisor positions at your site will be made available to you and the four other Section Heads at your site on a priority basis by seniority. We anticipate that two of the Section Heads will choose to fill these positions.

**Why is this LAP MOA a good “deal” for lab tech members?**

In the present circumstances of the massive changes being carried out by IHA, the LAP MOA expands wage protection (red circling) rights beyond the collective agreement terms and is sensitive to regional considerations by protecting senior graded site-based positions to among those already working at that site. It also allows members to take a path towards lower graded positions without having to initiate chain bumping, thereby impacting fewer members.

**The Tech Specialist jobs are not equitably available to all the IH Section Heads qualified to fill them because they live outside of the Kelowna and/or Kamloops areas.**

IHA was insistent that the Tech Specialists had to be located at either of their two tertiary care hospital sites (KGH/RIH).

While these positions are initially available to all IH Section Heads and PPLs, we agree that on a practical level that without moving costs being picked up by IH that it is less likely that Tech Specialist positions will be filled by a member currently outside of these geographic areas. HSA tried to achieve a practical leveling of the opportunity to select those Tech Specialist positions by getting IHA to agree to pay the moving costs of employees selecting vacancies outside their own worksites. IHA was firmly unwilling to provide moving/relocation costs as part of the LAP MOA. (see LAP MOA #6)

**The Tech Specialist positions are only being paid as a Grade 4. Why would anyone take on all of the scope and responsibility of that position at that pay rate?**

We agree with this assertion/opinion. We tried to reach agreement with IHA on a considerably higher and more appropriate pay rate, properly reflecting the responsibilities and scope of these important leadership positions but we were not successful.

The pay rate is not yet finalized, as the Union has the right to dispute this proposed rate and we will be doing so. If the parties can't reach agreement on the pay rate, an arbitrator will decide the proper rate and it will be applied retroactively to the date of the position coming into effect (see Collective Agreement, Article 11)



This is a large problem in a second way. We believe the Grade 4 pay rate will likely dissuade members from selecting the Tech Specialist vacancies with the result likely to be an increase in the amount of bumping taking place. Such a result would be contrary to parties stated shared objective to reduce disruption/impacts on members (see Preamble's Whereas clause #2)

**This plan will not work. It cuts important Section Head positions in half and creates multi-site PPL positions that are unmanageable. Why would the union agree to this plan?**

The Union does not agree with the organizational structure. It is a unilateral change made by IHA. The union's agreement is not required to implement this plan. Where the plan may violate the collective agreement or the rights of members HSA can and will dispute it.

The union's role is to mitigate or limit the impact upon the members by developing a LAP MOA and we have achieved that. Additionally we were able to dissuade the Employer from taking some steps they had intended to make that would have had a larger impact. However, for the most part, the plan is little changed from the initial draft the Employer brought forward last summer.

**Why wasn't the union at the meetings called by the employer on Friday?**

The meetings on Friday were called by the employer and the union was not invited to participate in them. This does not equate to the Union not caring about or abandoning the members. The LAP MOA (#13) specifically states that "the parties may arrange joint meeting times with the employees". For us that meant likely being included in the initial communication launch of the LAP MOA. We were disappointed at how this unfolded.

The union will be conducting its own meetings with affected members this week, both via teleconference and where possible in person. The schedule will be emailed to members and posted on the union website at [www.hsabc.org](http://www.hsabc.org).

**Why is the union only or primarily meeting with members who are listed on Appendix A and are at this time directly affected?**

These affected members are the ones who have choices to make about their futures and we want to ensure that they have a full and focused opportunity to consult with their union to better and fully understand their options. We are hopeful that most, if not all of these members will choose to take vacancies rather than opt for displacement. The LAP MOA is structured on this presumption, even though it is unlikely that all of them will select a vacancy.

We are still waiting to see how many affected members end up being displaced prior to determining further communication on this LAP MOA. If you have any questions, please send an email to [contract@hsabc.org](mailto:contract@hsabc.org). Regular updates will also be posted on the HSA website at [www.hsabc.org/IHAlab](http://www.hsabc.org/IHAlab)