

MEMORANDUM OF AGREEMENT

Between

Fraser Health Authority (“Fraser Health” or “FHA”)

and

Health Sciences Association of BC (“HSABC”)

**RE: Social Work Reductions – Acute Care Budget Mitigation
2009/2010**

WHEREAS Fraser Health has announced that social worker positions in acute care will be reduced as part of its 2009/2010 budget mitigation strategy; and

WHEREAS Fraser Health wishes to retain health science professionals in the health authority's system while meeting budget mitigation requirements and targeted initiative implementation dates; and

WHEREAS the HSABC wants to protect the employment conditions and security of its members; and

WHEREAS the parties have met pursuant to Section 54 of the Labour Relations Code to discuss labour adjustment in order to minimize the impact of budget mitigation measures on social workers;

THEREFORE the parties have reached agreement, set out below, on a labour adjustment plan intended to reduce potential impacts on employees.

To the degree that the following measures require changes to the collective agreement, the agreement is deemed to be changed

accordingly, but only for these purposes and only to the degree that is necessary to give effect to these measures.

Note: In the following provisions, “employee” refers to a social worker who is employed in acute care for Fraser Health in the affected departments.

1. a) Canvas

A canvas of employees who have received displacement notices will be conducted in order to describe options that would mitigate against employees being laid-off.

b) Voluntary Reduction Options for Other Employees

Where employees request job-sharing or other reductions in hours, or leaves of absence, FHA agrees to consider all such requests and to grant them where the result would avoid a displacement. FHA will investigate EI job sharing opportunities.

2. Priority Access to Vacancies

Displaced employees in the first round will be given first consideration on current posted vacancies throughout FHA. This will apply to the initial displacement only. Will be conducted like a job fair, positions awarded to senior qualified capable employee. An employee in this process will not make a selection that increases their FTE by more than 0.2 FTE.

3. Option to Accept Reduction

Despite article 9.07 of the collective agreement, regular full time employees at a facility who have been served notice of displacement on the basis that their positions have been reduced to part time will be given the option of accepting the reduction instead of being displaced. Where an incumbent chooses not to accept reduced hours, a canvas of other full-time employees at that site will also be done such that the

4. Access to Vacancies

The “Displacement Options” form will be amended for purposes of the present displacement in order to provide additional displacement options, as follows:

Until such time as all laid-off employees have been returned to work or reached the end of their recall periods, all positions (including temporary or relief) required to be posted under Article 9, including those that have been posted as of the time of this agreement, will be offered by seniority to displaced employees (provided they are qualified and capable) who are laid off or facing layoff or who have elected to work as a casual.

If you accept such a temporary position, you will maintain your regular status but receive the FTE of the temporary position. Your worksite becomes that of the relief position. If you do not obtain a permanent posting during the duration of the temporary position, you will be laid off or returned to casual status (as the case may be) upon the return to work of the incumbent. Where the temporary position is at a different worksite, you may choose at your option to be seconded to the temporary position, in which case you will retain your status at your original worksite.

5. Severance Allowance

Employees who are facing layoff may choose to sever their employment and access severance pay under article 13.01, and for these employees the requirement of 10 years of service will be waived. (In accordance with article 13.01, severance pay is 1 weeks pay for every two years of service to a maximum of 20 weeks pay.)

6. Retraining Funding

Employees who are facing layoff may apply to FHA for reimbursement of educational costs, which will be granted subject to the following:

Reimbursement will be provided for course costs related to career development in the health sector incurred at a recognized public or private education institution to a maximum of \$4,500.

Reimbursement will be provided upon presentation of receipts.

FHA will cooperate in seeking support that may be available from Employment Insurance for living expenses.

In order to qualify for reimbursement, the costs must be incurred and the receipts submitted before the expiry of the employee's recall period.

Upon application from an employee member, HSA will also provide education funding to employee members from the Bill 29 settlement education fund.

7. Relocation Funding

Employees who are facing layoff may apply to FHA for reimbursement of relocation costs, which will be granted subject to the following:

FHA will provide reimbursement to a maximum of \$3,000 for relocation expenses incurred as a result of securing regular employment at another Health Authority or public agency.

Reimbursement will be provided upon presentation of receipts.

In order to qualify for reimbursement, the costs must be incurred and the receipts submitted before the expiry of the employees recall period.

Relocation reimbursement is not available for employees who are accepting training reimbursement.

8. Extension of Recall Rights

Employees with more than 3 months service who are laid off as a direct or indirect result of displacement notices shall retain recall rights for 18 months. Article 10.06 is deemed to be amended accordingly with respect to these employees.

9. Amended Time Line

In consideration of this agreement, the Displacement Options form will be amended for the present (1st round) displacement to reduce employee response time for making a decision from 7 days to 5 days (from November 30 to December 4), in order to ensure that the process can be completed within the budgetary time constraints. (Additional delays would require greater FTE reductions to meet the budget target.)

10. Option for Part Time Employees with Reduced Hours

Where the Employer is reducing part-time employee's FTE by 0.2 or less, the reductions will be by seniority to the extent that is operationally possible.

Part time employees who were reduced by 0.2 FTE or less may choose voluntary layoff instead of accepting the reduction. This does not constitute displacement for purposes of collective agreement (bumping) rights. An employee selecting such an option receives the same rights as any other laid-off employee under this agreement.

11. Application to QP Displacement

The above options are available to the social worker displaced at Queens Park, although time lines (already running) are different.

12. Effect of Labour Adjustment

To the degree that the above measures are successful in reducing FTEs, FHA agrees to reduce displacements and also, to the extent possible, to reduce the impact of FTE reduction on part time employees on a seniority basis.

13. Resolution of Disputes

In the event of any difference with respect to the interpretation, application, or alleged violation of this agreement, the matter will be submitted to Peter Cameron for resolution on an expedited basis.

14. Execution

This agreement will be executed by an exchange of emails confirming its acceptance.

The parties agree that this agreement addresses all issues with respect to Bill 29 and section 54. The above measures are agreed to on the basis that they are without prejudice and will not be referred in collective bargaining or in respect of any other matter involving these or any other parties.