

WITHOUT PREJUDICE E&OE

Lower Mainland Pharmacy Services (LMPS) Consolidation

Labour Adjustment Plan

between

Fraser Health Authority (FHA)

Providence Health Care (PHC)

Provincial Health Services Authority (PHSA)

Vancouver Coastal Health Authority (VCH)

and

Health Science Professionals Bargaining Association (HSPBA)

Whereas the employers are reorganizing to become a consolidated Lower Mainland Pharmacy Service (LMPS) and therefore intend to introduce changes that affect the terms, conditions or security of employment of a significant number of Pharmacists working in the region, and

Whereas the employers intend to reorganize in order to integrate and standardize Pharmacy Services

Therefore, the parties met to develop an adjustment plan pursuant to Section 54 of the Labour Relations Code.

The parties agree on a without prejudice or precedent basis, to the following adjustment plan provisions:

1. On or about March 2nd, 2012, but not later than March 31st, 2012 the employees delivering Pharmacy Services at the aforementioned Health Authorities/PHC will transfer their employment from their existing employer under Appendix A into Fraser Health Authority (FHA).

FHA will be the successor employer to the previous worksites as listed in Appendix A for Pharmacy health science professional employees



Du

2. Any memorandum (LOU/LOA/MOU/MOA – Appendix B) with the Health Authorities/PHC and the HSPBA will be discussed by the parties by October 31, 2011.

Impacted Employees

3. Impacted employees have been determined based on a change of classification and /or significant change to job duties as identified in Appendix C.
4. The parties agree that the impacted employees have been matched by site based positions or LMPS wide positions to their most like new position as outlined in Appendix C.
 - The union will review Appendix C with the impacted employees.
 - The impacted employees will accept or decline the match by August 10, 2011.
5. If the impacted employee accepts the match, they will go to the rate of the matched position or be wage protected if the matched position is a lower grade.
 - Wage protected employees will be paid their current rate of pay until the rate of pay in the new position equals or exceeds it.
 - Wage protection will apply to matched positions only and will not carry to future positions.
 - Should a wage protected employee report to a supervisor at a lower grade level, the provisions of the Operating Instructions will not apply.
 - Impacted employees will carry their current hours of work to the matched position.
 - Future changes to hours of work will be in accordance with the Collective Agreement.
6. Employees that have accepted a match will not be subject to subsequent bumping for the period of this restructuring.
7. If the impacted employee declines the match, they may either:
 - Request displacement options, or
 - Request another vacant position as provided in Appendix D.
 - If the vacant position is at the same grade level as the matched position, the affected employee will retain wage protection as outlined in 5.
8. Displacement options will be issued on or about August 16, 2011 as per MOU – Re: Article 10.05 Displacement and Bumping Process for the 2010-2012 Health Science Professionals Collective Agreement using the dovetailed seniority list.


Dul

within the Health Authority/PHC. Reference MOU – Re: Seniority Consolidation and Merger of Certifications as if the consolidation of seniority list has already been completed and implemented.

- For clarity, work site is as follows:
 - i. PHSA, FHA, VCH is the individual worksite the employee is currently assigned; and
 - ii. PHC is the amalgamated sites within Providence Health Care
- 9. The restructure to multi-site for Peace Arch Hospital (PAH)/Delta Hospital (DH) will be delayed until the current Coordinator at DH retires, no later than September 30, 2012 as per separate Letter of Understanding. At the time of retirement, the Coordinator, Distribution and the Coordinator, Clinical both at PAH will assume responsibility to provide this service to both PAH and DH.
- 10. Any remaining vacancies after the restructure will be posted as outlined in 12. below.
- 11. The employer confirms that this restructure, in accordance with the Organization Charts provided to HSPBA on March 30, 2011, will commence in September 2011. The Employer will provide the new Job Descriptions to the Unions(s). The time period to object in Article 11.02 is extended to 60 days.

After restructure and prior to transfer:

- 12. Upon the completion of the restructure and prior to the transfer of employees to FHA, vacant positions will be posted as follows:
 - Grade 1, 2, and 3 positions will be posted within the appropriate Health Authority/PHC and filled in accordance with the Collective Agreement, except that LMPS employees from other Health Authorities/PHC that applies will be considered for these postings prior to external candidates.
 - Grade 4 and greater positions as well as Lower Mainland – wide positions will be posted across the Health Authorities and PHC. All staff, regardless of their current Health Authority/PHC will be first consideration.
 - For clarity, Lower Mainland – wide positions include:
 - i. Information Systems
 - ii. Medication Safety Systems
 - iii. Professional Practise and Student Education
 - iv. Medication Use Evaluation
 - v. Parenteral Services (not site specific)

Employment Transfer:

13. Transfers will be seamless with no interruption in pay and benefits. An employee transferred from the sending Employer to FHA will transfer all of her/his service and service-related banks to FHA. A transferred employee will transfer her/his seniority to FHA and thereafter will accumulate seniority and service with FHA.
14. Employees in a temporary position outside the LMPS will be required to return to their regular Pharmacy position 30 days prior to the date of transfer. Employees from outside the LMPS that are in a temporary position within LMPS will be required to return to their regular position 30 days prior to the date of transfer. The employer agrees to provide a list of these employees to HSPBA.
15. Employees who are in a qualifying period on the date of transfer after posting into or out of LMPS on a permanent basis will not have the right to return to their previous position after date of transfer. Employees will have the ability to return prior to transfer. This does not apply to Employees on a qualifying period within LMPS.
16. Each employee will be restricted to one status: regular full-time, regular part-time or casual effective the date of transfer.
17. Employees who have more than one status among the Health Authorities/PHC shall inform FHA no later than 60 days prior to transfer of which status they wish to maintain.
18. Paid hours for employees working at multiple sites will not be combined for overtime calculation purposes for three (3) years following ratification of the 2010-12 Collective Agreement, i.e. March 2014.
19. Upon transfer, the seniority lists of all employees within LMPS will be merged into Fraser Health Authority's seniority list by dovetailing. Employees will receive the total seniority earned at all health authorities/PHC to a maximum of 1.0 FTE per annum. Thereafter seniority will accumulate as per the provisions of the HSPBA/HEABC Collective Agreement.
20. All employees will be assigned a home work site.
21. All transferring employees will present their Social Insurance Number (SIN) to the FHA as required by Federal Government of Canada.
22. Employees that are currently on a leave of absence such as maternity, WCB, union, unpaid, education, and so forth will continue to be employed by the sending Health Authority/PHC until they are ready to return to work. At that


DM

time the employee will transfer to FHA. For the purposes of postings, these employees will be considered as other LMPS transferred employees.

23. All employees who currently have approved duty to accommodate (DTA) arrangements with the aforementioned Health Authorities/PHC will retain these arrangements with FHA. Approved DTA arrangements will be reviewed within 12 months of date of transfer.
24. Employee files will be transferred from the sending Health Authorities/PHC to Fraser Health Authority at the date of transfer and made available to employees as per Article 40.02.

Other:

25. Where circumstances have not been discussed or contemplated, the parties will meet to discuss possibilities for a resolution.
26. If any issues arise out of this agreement and resolution cannot be reached at the local level, the issue will be referred to Sandra Harnett and Judy Roberts, HR Consultants, FHA Consulting Services, and Dave Martin, HSA Membership Services Coordinator.
27. The parties expressly acknowledge that the above terms are agreed to on a without prejudice or precedent basis and have no application except as specifically provided in this agreement. The Employer and the Union further commit that this Agreement will not be referenced in respect of any other matter involving these or any other parties.
28. Except as otherwise provided in this adjustment plan, all provisions of the HSPBA/HEABC Collective Agreement apply.

Signed on July 21st, 2011.

Signed on behalf of FHA:

Sandra Harnett
Sandra Harnett, HR Consultant, Consulting Services

Wendy Strugnell
Wendy Strugnell, Director, Consulting Services

Shallen Letwin, Executive Director, Lower Mainland Pharmacy Services



Signed on behalf of VCH :

Wayne Balshin, Executive Director HR Services

Signed on behalf of PHC:

Rick Moynour, Director, Human Resources

Signed on behalf of PHSA:

Marion Olynyk, Director, Strategic Human Resources and HR Consulting Services

Signed on behalf of Health Science Professionals Bargaining Association



Dave Martin, HSA Membership Services Coordinator



Jeannie Meyers, Executive Director Labour Relations

Signed on behalf of HEABC:


DM

APPENDIX A – Worksites

Vancouver Coastal Health Authority:

Lion's Gate Hospital
Powell River Hospital
St Mary Hospital, Sechelt
Squamish General Hospital
Richmond Hospital
Vancouver General Hospital
UBC Hospital
GF Strong Rehabilitation Centre

Provincial Health Authority:

BC Children & Women's Hospital

Providence Health Care:

St. Paul's Hospital
Mount St. Joseph Hospital
Holy Family Hospital

Fraser Health Authority:

Burnaby Hospital
Langley Memorial Hospital
Queen's Park Care Centre
Royal Columbian Hospital
Eagle Ridge Hospital
Peace Arch Hospital
Delta Hospital
Surrey Memorial Hospital/Jim Pattison Outpatient and Surgery Centre
Chilliwack General Hospital
Ridge Meadows Hospital
Abbotsford Regional Hospital and Cancer Centre
Mission Memorial Hospital
Community Pharmacy Programs

Dual Reporting Programs:

Centre for Excellence Ambulatory Pharmacy (certed at St. Paul's Hospital)
Downtown Community Health Center Pharmacy (certed at Vancouver Community)



Handwritten signature and initials, possibly 'DM' or similar, in the bottom right corner.

PHARMACY MOUs			DRAFT	APPENDIX B
#	Date		Site	Overview
1	10-Jul-03	LOU	Fraser Health - BUH, LMH, ERH, RMH MSA, MMH	Coordinator, Parenteral Services - Grade V Coordinator, Residency & Pharmacy Education, Grade V Coordinator, Drug Utilization Evaluation, Grade V Drug Utilization Evaluation Clinical Pharmacy Spec, Grade III Coordinator, Pharmacy Information Systems, Grade V Pharmacy Information Systems Specialists, Grade IV Site Coordinator, BUH/Queen's Park/Fellburn CC, Grad VI+5% Site Coordinator, Pharmacy Services, LMH Grade VI Site Coordinator, Pharmacy Services ERH and RMH, Grade VI Site Coordinator, Pharmacy Services, MSA/MMH, Grade VI
2	10-Mar-09	letter	RMH and ERH	Restructure Pharmacy Departments - separate positions for each site renamed Manager/Clinical Pharmacy Practise Anita Lo red-circled at current rate, Grad VI + 5%
3	07-Apr-94	MOA	Fraser-Burrard - ERH/RCH certification varied	One seniority list; no bumping between sites; 1st consideration for employees at actual site of posting; discuss implications of single certification with respect to classification of Chief Paramedicals
4	26-Feb-07	MOA	Lion's Gate Hospital	Elimination of chief Clinical Coordinator, Gr 6 and Coordinator Distribution Services, Grade 6
5	05-Oct-05	MOU	Powell River	Recruitment and retention adjustment for Pharmacists at Powell River.
6	26-Sep-06	letter	Powell River	Recruitment and retention adjustment for period of 1 year, at which time there will be a subsequent review of recruitment and retention challenges, consistent with Section 2 of the memorandum
7	14-Jul-06	MOA	VGH/UBC	Elimination of chief, Coordinator Sterile Supply 6+5% VGH Acute; Coordinator Drug Distribution, 6 + 5%, VGH Acute; Clinical Coordinator 6 + 5% - VGH Acute; Coordinator 5 - Vancouver Acute UBC
8	26-Feb-07	MOA	Richmond Hospital	Elimination of chief Clinical Coordinator, Gr 6 and Coordinator Distribution Services, Grade 4
9	28-Feb-05	MOA	VCH	Consolidated Seniority list applies for all HSP within Health Authority - not Pharmacy specific
10	27-Jan-06	MOU	VCH/PHC	Jointly managed pharmacy service between VCH and PHC; PHC employees must consent to temporary transfer to non-denominational employer; Regional positions posted concurrently at both employers utilizing dovetailed seniority list; First consideration given to applicants from employer where position posted.
11	09-Feb-06	Memo	VCH/PHC	Memo - outlining posting process - for MOU dated Jan 27, 2006
12	14-Mar-06	MOA	VCH/PHC	Jointly managed services agreement; regional and local leadership structures; 4 Regional coordinators: Regional Coordinator, Pharm Prof Practice, Grid 19+10% Regional Coordinator, Pharmacy Medication Use Mgt, Grid 18 Regional Coordinator, Pharm Medication System Safety, Grid 18 Regional Coordinator, Pharm Education and Research, Grid 18
13	07-Jan-05	MOU	Providence Health Care	Coordinator, Medication Safety, Grade III, Grid 15

MS
MA

APPENDIX D

Position	Grade	FTE	Location	Status	New/Vacant	Notes
Vancouver Coastal Health Authority						
CPS Mental Health	III	1.00	VGH	FT	Vacant	
Provincial Health Services Authority						
Supervisor, Dispensary/Parenteral Services	IV	0.40	BCCW	PT	Vacant	
Providence Health Care						
Fraser Health Authority						
Coordinator, Clinical & Distribution	V	1.00	RMH	FT	Vacant	
Supervisor, Dispensary/Parenteral Services	IV	1.00	SMH	FT	Vacant	M-F Evenings
Supervisor, Dispensary/Parenteral Services	IV	0.40	SMH	PT	Vacant	Stats & W/E evenings
CPS, Critical Care	III	1.00	SMH	FT	Vacant	
CPS Mental Health	III	1.00	Comm	FT	Vacant	
CPS, Cardiology	III	0.70	RCH	PT	Vacant	
Lower Mainland Programs						
CPS Medication Use Management	III	1.00	SMH	FT	Vacant	
CPS-Medication Safety	III	1.00	LGH	FT	Vacant	