

Settlement Agreement

THIS SETTLEMENT AGREEMENT MADE THIS 24th DAY OF JANUARY, 2008

BETWEEN:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA (“GOVERNMENT”)

AND

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

AND

HEALTH SCIENCE PROFESSIONALS BARGAINING ASSOCIATION (“HSPBA”)

WHEREAS:

- A. The parties have met and considered the decision of the Supreme Court of Canada dated June 8, 2007 in the matter of *Health Services and Support – Facilities Subsector Bargaining Association v. British Columbia* (the “Decision”).
- B. The parties have resolved all issues arising from the Decision which affect members of the HSPBA.
- C. It has been agreed to enter into this Settlement Agreement.

THEREFORE, the parties agree as follows:

1. Effect of Agreement

- 1.1. The responsibilities which arise under this Settlement Agreement will be the responsibility of the party identified as bearing the responsibility.
- 1.2. This Settlement Agreement will amend the provisions of the Collective Agreement between HEABC and the HSPBA, which is in effect for the term of April 1, 2006 to March 31, 2010 (the Collective Agreement) in the manner established in this Settlement Agreement.
- 1.3. This Settlement Agreement will come into effect on February 1, 2008, provided it has been approved by the HSPBA, by HEABC, and by the Government.

2. Contracting Out

- 2.1. A new Memorandum of Agreement entitled “Contracting Out” will be added to the 2006-

2010 Health Science Professionals Provincial Agreement, as set out in Appendix A.

3. Consultation

- 3.1. The Government, through the Deputy Minister of Health and HEABC, will arrange a meeting on an annual basis between the Leadership Council and the leadership of the HSPBA. The purpose of such an annual meeting will be to discuss, on a confidential basis, developments and potential initiatives which significantly affect the health sector and which may have an impact on the members of the HSPBA.
- 3.2. The Government and HEABC will arrange a meeting two times a year between the leadership of each Health Authority and the leadership of the HSPBA. The purpose of such meetings will be to discuss, on a confidential basis, developments and potential initiatives which may arise within the Health Authority and which may have a significant impact on the membership of the HSPBA.

4. Section 54 of the Labour Relations Code

- 4.1. In circumstances where a member of HEABC provides notice of a change under Section 54 of the Labour Relations Code, the Employer and the Union will meet in good faith and endeavor to develop an adjustment plan which may include, among other alternatives and mitigation options, provisions relating to:
 - (a) Secondment;
 - (b) Change by attrition;
 - (c) Voluntary recognition;
 - (d) Enhanced severance;
 - (e) Retraining;
 - (f) Vacancy fill;
 - (g) Employment Retirement Incentive Program;
 - (h) Voluntary Departure Plan;
 - (i) Pre layoff canvass;
 - (j) Transition counseling.
- 4.2. These additional considerations will be adopted as part of the normal operation of Section 54 of the Labour Relations Code.

5. Portability – Long Term Disability

- 5.1. With respect to Long Term Disability, Article 29.04 of the Collective Agreement the parties have agreed to the following:

“Article 29.04 Effective Date – Medical, Dental, Extended Health Care and Long Term Disability Insurance Plan Coverage

An employee transferring under this Article will have medical, dental, extended health coverage, effective the first day of the month following the initial date of regular employment.

Coverage for Long Term Disability shall be effective on the initial date of regular employment at "B".

6. Article 31 - Relief

6.1. With respect to Relief, Article 31.01 of the Collective Agreement the parties have agreed to add the following:

"Notwithstanding the above, if an employee is temporarily promoted and placement in the new increment structure would result in a rate of pay less than that which would have been received had the promotion been to an intervening grade (e.g.: If an employee at Grade I is promoted to Grade III the intervening Grade would be Grade II) then the employee will be moved to the next higher increment in the new increment structure."

7. Expedited Arbitration for Classification Grievances

Within sixty (60) days from settlement date, HEABC and HSPBA will meet to establish a process to expedite the resolution of outstanding classification grievances, with a specific focus on the current employee-initiated grievances. The process will consider a combination of fact-finding, mediation and brief final decisions that will have no precedential value.

The parties agree that for the period ending March 31, 2010, the following arbitrators will be used on a rotating roster basis for classification disputes:

Joan Gordon
Chris Sullivan
Emily Burke
John Steeves

HEABC and the HSPBA agree there is no obligation on either party to maintain this roster beyond that date.

8. Appendix 2

Many Health Employers currently have Family Assistance Programs established as part of their workplace. HEABC will work with Health Employers to further encourage the application of Employee Assistance plans among Health Employers.

9. Appendix 4

HEABC and PEA will meet within ninety (90) days of the effective date to establish a mechanism to conclude the process set out in Appendix 4.

10. Letter of Commitment

10.1. The Government, through the Deputy Minister of Health, will provide letters to the HSPBA regarding:

- (a) Health human resource planning and initiatives
- (b) Contracting out initiatives.

These letters will be provided to the HSPBA on the date of implementation of this Settlement Agreement.

11. Funding Arrangement

11.1. The Government will pay to the HSPBA on [date to be finalized] the amount of three million dollars (\$3,000,000) for employees that may have been impacted and for professional development education.

11.2. The sole obligation of the Government will be to make the payment under Clause 11.1. All of the funds will be administered by the HSPBA provided that the funding is applied to the specific purposes identified in Clause 11.1 and is consistent with the usual requirements of the Financial Administration Act as outlined in the transmittal letter from Government.

12. Resolution

12.1. This Settlement Agreement will exist as a separate agreement and will not form part of the Health Science Professionals Collective Agreement. Notwithstanding the foregoing, any amendments to the Health Sciences Professionals Collective Agreement arising from this Settlement Agreement will be deemed to be part of the Health Science Professionals Collective Agreement.

12.2. This Settlement Agreement will resolve all outstanding grievances and claims by the HSPBA and each of the member Unions of the HSPBA on their own behalf and on behalf of their individual members or former members with respect to the *Health and Social Services Delivery Improvement Act* including:

- a. Every grievance filed by a member or former member of the HSPBA between January 28, 2002 and the date of a concluded Settlement Framework relating directly or indirectly to the application, interpretation, operation, constitutionality of, or in any way engaging, the *Health and Social Services Delivery Improvement Act* or relating to the impact of Health Sector Employer or Government of British Columbia actions taken pursuant to the *Health and Social Services Delivery Improvement Act*.
- b. Any claim by the HSPBA, a constituent member of the HSPBA or any member or former member of any of the constituent Unions of the HSPBA in relation to the *Health and Social Services Delivery Improvement Act*.

- c. Any claim by the HSPBA or any of its constituent Unions for damages or any other form of relief pursuant to or related in any fashion to the decision on June 8, 2007 of the decision of the Supreme Court of Canada in the Health Services case.
- 12.3. The HSPBA and each of its constituent Unions agree that they will not initiate any new claims or grievances in respect of the *Health and Social Services Delivery Improvement Act*.
- 12.4. This Settlement Agreement is entered into on a strictly without prejudice basis to the position of the Government and HEABC that the *Health Services* decision has no retrospective effect. This Settlement Agreement is likewise entered into on a strictly without prejudice basis to the position of the HSPBA that the *Health Services* decision does have retrospective effect.
- 12.5. It is understood that the Government will be enacting legislation or amendments to the *Health and Social Services Delivery Improvement Act* to implement the terms of this Settlement Agreement.

SIGNATURES OF THE PARTIES

Signed on behalf of

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

Per: _____

Per: _____

Per: _____

Per: _____

HEALTH SCIENCE PROFESSIONALS BARGAINING ASSOCIATION

Per: _____

Per: _____

Per: _____

Per: _____

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Per: _____

Per: _____

Dated this ____ day of _____ 2008.

Appendix A
Health Science Professionals Provincial Agreement 2006-2010
Contracting Out

Notwithstanding Article 14.04, the Employer may contract out non-clinical services, including when such contracting out results in the lay off of employees.

The Parties agree that the language of this Memorandum of Agreement does not in any way vary the meaning of “non-clinical services” as defined in the current Health and Social Services Delivery Improvement Act and the Health Sector Labour Adjustment Regulation.

As a matter of clarification, this Memorandum of Agreement continues in force and effect until such time as the Parties negotiate changes to it.