

WITHOUT PREJUDICE AND WITHOUT PRECEDENT

MEMORANDUM OF AGREEMENT

BETWEEN:

FORENSIC PSYCHIATRIC SERVICES COMMISSION
(hereinafter referred to as “FPSC”)

and

OAK BAY LODGE CONTINUING CARE SOCIETY
(hereinafter referred to as “OBL”)

and

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
(hereinafter referred to as “HEABC”)

and

THE GOVERNMENT OF BRITISH COLUMBIA

as represented by

THE B.C. PUBLIC SERVICE AGENCY
(hereinafter referred to as “PSA”)

and

THE PUBLIC SERVICE NURSES’ BARGAINING ASSOCIATION
(hereinafter referred to as “PSNBA”)

and

THE UNION OF PSYCHIATRIC NURSES
(hereinafter referred to as “UPN”)

and

BRITISH COLUMBIA NURSES’ UNION
(hereinafter referred to as “BCNU”)

and

THE NURSES’ BARGAINING ASSOCIATION
(hereinafter referred to as “NBA”)

WHEREAS:

The Parties wish to implement the legislated transition of both OBL and FPSC from the Public Service to the Health Sector, effective June 1, 2013.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

“Auxiliary Employees” means those employees of OBL AND FPSC currently governed by Article 29 of the Master Agreement.

“BCNU” means the British Columbia Nurses’ Union.

“Employee” means a regular full-time or regular part-time RN or RPN currently employed at OBL and FPSC.

“FPSC” means the Forensic Psychiatric Services Commission.

“HEABC” means the Health Employers Association of BC.

“Health Sector Collective Agreement” means the Provincial Collective Agreement between HEABC and the Nurses’ Bargaining Association.

“Master Agreement” means the 15th Nurses Master and Component Agreement between the Government of British Columbia and the Union of Psychiatric Nurses and the British Columbia Nurses’ Union.

“NBA” means the Nurses’ Bargaining Association.

“OBL” means Oak Bay Lodge Continuing Care Society”

“PSA” means the BC Public Service Agency.

“PSNBA” means the Public Service Nurses’ Bargaining Association.

“Unions” means the British Columbia Nurses’ Union (BCNU) and the Union of Psychiatric Nurses (UPN).

“UPN” means the Union of Psychiatric Nurses.

CERTIFICATION

1. The Parties will consent to the Labour Relations Board granting the following certifications effective June 1, 2013:
 - a. to the UPN, the addition of FPSC and OBL as separate lines on the list of employers attached to its multi-employer certification in the nurses bargaining unit of the health sector; and
 - b. to the BCNU, the addition of FPSC and OBL as separate lines on the list of employers attached to its multi-employer certification in the nurses bargaining unit of the health sector.
2. The UPN certifications will cover all current RPNs at FPSC and OBL.
3. The BCNU certifications will cover all current RNs at FPSC and OBL.
4. This section shall be without prejudice and without precedent in respect to any other matters pertaining to certifications at OBL or FPSC.

TERMS OF TRANSITION

Terms of Health Sector Collective Agreement Will Apply

1. The terms of the Health Sector Collective Agreement shall apply to all Employees and Auxiliary Employees of OBL AND FPSC currently working in positions set out in Appendix "A" for all purposes, effective June 1, 2013, unless otherwise provided in this Agreement. The specific classification of these Employees will be determined by the Health Sector Collective Agreement classification system following the implementation of this Agreement.

Auxiliary Employee Right to Register as Casual Employee

2. Every current Auxiliary Employee of OBL and FPSC has the right to register as a Casual Employee under the health Sector Collective Agreement. Upon registration, each newly registered Casual Employee will be governed by the provisions of the Health Sector Collective Agreement.

Information Provided to Unions

3. The Union will be provided with a list of all current Employees and Auxiliary Employees of OBL and FPSC, which will include the following information:
 - Employee name
 - Job Title/Position
 - Classification
 - Rate of Pay
 - Status (Full-time/Part-time/Auxiliary)
 - Service Seniority
 - Continuous Years of Service
 - Union Affiliation

Employees on Leave

4. Employees who are absent from the workplace on sick, LTD, WorkSafeBC, maternity, education, personal or other comparable leaves shall be notified of the changes to their terms and conditions of employment with OBL or FPSC resulting from the implementation of this Agreement by OBL or FPSC via registered mail/courier. The terms of this Agreement will not be applied to any Employee on an approved leave until he or she returns to work from the approved leave, subject to paragraph 17.

Qualifying and Probationary Periods

5. Employees and Auxiliary Employees who have completed Qualifying and/or Probationary periods will not be required to serve new Qualifying and/or Probationary periods as a result of the implementation of this Agreement.
6. Employees and Auxiliary Employee who have not completed Qualifying and/or Probationary periods by June 1, 2013 must do so in accordance with the Health Sector Collective Agreement. Employees and Auxiliary Employees who have partially completed Qualifying and/or Probationary periods as of June 1, 2013 shall be credited for this partial time under the Health Sector Collective Agreement upon transition.

Transition to 37.5 Hour Work Week

7. Effective June 1, 2013, weekly hours of work for Employees covered by this Agreement will increase from 35 to 37.5 as follows:
 - a. Employees presently working a five day week will maintain their current hours of work but they will no longer accumulate surplus time off;
 - b. Employees presently working a 4:2 rotation will have their shift length increased from 7.5 to 7.667 hours (an additional 10 minutes) and they will no longer accumulate surplus time off;
 - c. Employees currently working a nine-day fortnight will have their shift length increased from 7.78 to 8.33 hours (an additional 33 minutes).
8. Any changes to the master rotations resulting from this increase in weekly hours will be determined following the implementation of this Agreement in accordance with the terms of the Health Sector Collective Agreement.

Grievances

9. Any grievances filed prior to June 1, 2013 will be governed by the relevant provisions of the Master Agreement. Any grievances filed on or after June 1, 2013 will be governed by the relevant provisions of the Health Sector Collective Agreement.

Seniority/Service

10. Employees of OBL AND FPSC who are currently employed on the effective date of this Agreement shall be entitled to retain their full seniority accrued while working in the Public Service and their service shall be deemed to be continuous from the Public Service to the Health Sector. Seniority will be recognized in accordance with the Health Sector Collective Agreement and calculated according to the following formula:

Total straight time paid hours = total straight time paid hours prior to January 1, 1978.

$1827 \times \text{total straight time paid hours} / 1950$ for the regular employment period from January 1, 1978 to March 31, 1996.

$1827 \times \text{total straight time paid hours} / 1872$ for the regular employment period from April 1, 1996 to March 31, 2013.

1827 x total straight time paid hours/1950 for the regular employment period from April 1, 2013 to May 31, 2013.

11. Auxiliary Employees shall be entitled to retain the seniority hours accrued while working in the Public Service.

Benefits

12. Employees will not be required to serve a new waiting period to qualify for health and welfare benefits. Any employee who has not completed such a waiting period as of June 1, 2013 must do so in accordance with the Health Sector Collective Agreement. Employees who have partially completed such a waiting period as of June 1, 2013 shall be credited for this partial time under the Health Sector Collective Agreement upon transition.
13. Auxiliary employees of OBL or FPSC who have attained the hours necessary to become eligible for benefits under Article 29.07(c) of the Master Agreement shall, subject to their ongoing employment with OBL or FPSC, continue to be eligible for benefits upon transition to the Health Sector and shall be eligible for Benefit Premium Reimbursement in accordance with Article 11.04(G)(4)(b) of the Health Sector Collective Agreement until September 30, 2013. In order to remain eligible for the Benefit Premium Refund after September 30, 2013, Casual Employees must meet the minimum worked hours requirements set out in Article 11.04(G)(4)(b) of the Health Sector Collective Agreement.
14. Employees will be entitled to transfer unused special leave credits to "seed" the special leave bank under the Health Sector Collective Agreement for 2013. Further accumulation and access to special leave credits will be granted in accordance with the Health Sector Collective Agreement.
15. Subject to approval of the Board of Trustees of the Public Service Pension Plan (PSPP), OBL and FPSC will apply to the Board of Trustees of the PSPP to allow current Employees to continue in the Plan. Should an Employee choose not to remain with the current Plan, or if the Trustees do not give the necessary approval, he or she will be enrolled in the Health Sector Collective Agreement Pension Plan. Subject to applicable Pension Plan rules, the Employee shall not be required to serve a waiting period. This provision applies only to current Employees of OBL and FPSC. Employees subsequently hired by OBL or FPSC will not have the option to enrol in the PSPP.
16. Employees shall cease participation in the Short-Term Illness and Injury Plan effective June 1, 2013 and will thereafter be governed by the Sick Leave Plan of the Health Sector Collective Agreement. Each Employee's starting sick leave entitlement will be calculated in accordance with the following formula:

Each full-time employee is to be granted ten (10) days of sick leave credits annually from the date he or she joined the STIIP plan to the maximum cap of the Sick Leave Plan. Such credits shall be pro-rated for part-time Employees.

17. Notwithstanding paragraphs 4 and 16, employees who are currently on the Master Agreement STIIP or LTD plan as of May 31, 2013 shall remain covered by these plans until they either return to work (performing the full duties and hours of their position) or they are no longer eligible for plan benefits.
18. Employees of OBL or FPSC hired prior to October 18, 2012 will not be considered "Employees hired after the date of ratification of the Collective Agreement" for the purposes of Article 42.11(E) of the Health Sector Collective Agreement.

Vacation

19. In the 2013 calendar year, Employees will receive their vacation entitlements in accordance with the Master Agreement. No vacation entitlement will be earned under the Collective Agreement for 2013. Insofar as possible, all previously approved 2013 vacation shall be taken as per the existing vacation schedule. For the 2014 calendar year and thereafter, vacation entitlements will be governed by the Provincial Collective Agreement.
20. During the 2014 calendar year, employees may borrow vacation entitlement from OBL or FPSC in an amount that would allow them to receive up to their full vacation entitlement under the Provincial Collective Agreement. Employees who borrow vacation entitlement will repay to OBL or FPSC in each calendar year the greater of the following:
 - two (2) days' vacation ; or
 - twenty (20) percent of the borrowed amount.

In any event, upon termination of employment, the full-borrowed amount will be repaid to OBL or FPSC.

Leave Banks

21. Employees' leave banks accumulated under the Master Agreement will be addressed as follows:
 - a. Banked overtime allowance, banked holiday overtime, and surplus time may be carried over for use before March 31, 2014, after which these banks will be paid out.

- b. Vacation carryover may be carried over for use before December 31, 2014, provided the Employee would not otherwise be able to avoid borrowing under paragraph 20 of this Agreement in order to receive his/her full vacation entitlement in 2014.
- c. All other leave banks accumulated under the Master Agreement will be paid out at the time of transition.
- d. The value of all leave banks eligible for carryover under (a) and (b) will be frozen effective May 31, 2013.

22. The service of employees shall be deemed to be continuous from the Public Service to the Health Sector for purposes of Article 55 (Severance Allowance) of the Health Sector Collective Agreement.

Educational Leave and Assistance

23. Employees will no longer be eligible to participate in the Public Service Pacific Leaders Program as of June 1, 2013. FPSC will continue to support the FPSC employees who were approved for tuition coverage under the Pacific Leaders program prior to the transition to the Health Sector collective agreements. No new applications will be accepted or approved. This does not apply to the Tuition Loan Forgiveness or Scholarships for Children programs.

Ongoing Occupational Health and Safety Committee Work

24. FPSC commits to meet with the Union no later than July 1, 2013 to discuss any health and safety concerns, including any concerns arising from the implementation of this Agreement. In particular, they shall review the agreements made pertaining to Occupational Health and Safety during the negotiation of the 15th Master Agreement. In particular, this refers to the changes made to Article 22 of the Master Agreement as well as the new Appendix #8, MOU #25 and the new MOU on Communication and Safety.

Recruitment and Retention Issues at FPSC

25. FPSC will meet with the Unions no later than July 1, 2013 to discuss potential recruitment and retention issues. The purpose of these talks shall be to develop a dialogue on how to continue to attract and keep employees at this worksite in light of the elevated stresses caused by working with the types of patients that are served through FPSC. One of the discussion points will be to determine whether the 18-month rotations at FPSC can be continued on a trial basis.

Retained Rights

26. Employees will be recognized as having in-service status with the Public Service until May 31, 2015 for the sole purpose of applying on regular positions in Public Service. If re-employment with the Public Service occurs as a result of this recognized in-service status, the Employee's employment with the Public Service will be deemed to have continued uninterrupted from the Employee's date of hire to the date of re-employment. Employees will not have access to the appeal process of the *Public Service Act*.
27. If, within a five (5) year period after June 1, 2013, OBL or FPSC is once again made subject to the *Public Service Act*, then Employees of OBL and FPSC who were employed prior to June 1, 2013 shall also be covered by the *Public Service Act* and shall retain all seniority earned while working under the terms of the Health Sector Collective Agreement.

General Terms

28. The Parties agree that the terms of this Agreement are without prejudice to the position that any of them may take in any other matter or proceeding, shall not be treated as a precedent with respect to any other matter or proceeding, and shall not be referred to in any other proceeding, discussion or negotiation.
29. The terms of this Agreement may be changed or varied only by mutual consent of the parties.
30. Any dispute arising out of the interpretation or implementation of this Agreement, which cannot be resolved by the Parties, shall be referred to expedited arbitration within ten (10) days utilizing the Expedited Arbitration process set out in Article 10.06 of the Health Sector Collective Agreement.
31. The effective date of this Agreement shall be the 1st day of June, 2013.

Signed on behalf of:

FPSC

OBL

HEABC

PSA

UPN

BCNU

NBA

PSNBA

APPENDIX “A”

OBL Employees

1. Care Leader
2. Registered Nurse

FPSC Employees

1. Forensic Liaison and Case Manager Nurse
2. Nurse 4 – Direct Care Giver
3. Nurse 5 – Shift Supervisor
4. Nurse Clinician
5. Nurse 7 – Infection Control Coordinator
6. Case Management Co-ordinator
7. Senior Case Manager
8. Outreach Nurse
9. Nurse 7 – Utilization Coordinator
10. Rehabilitation Nurse 4
11. Nurse 7 – Professional Practice Leader
12. Forensic Liaison Nurse