



File: 2122-B0010-3

July 25, 2018

**TO: ALL PSAC MEMBERS WHO ARE FIRST NATIONS HEALTH AUTHORITY EMPLOYEES**

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

A tentative collective agreement was reached on July 12, 2018 on behalf of the PSAC members at First Nations Health Authority. The tentative agreement, if ratified by the membership will commence upon signing and have an expiry date of March 31, 2020.

### ECONOMIC INCREASES

Wage Adjustments:

April 1, 2017 – 1.5% increase

April 1, 2018 – 2.0% increase

April 1, 2019 – 2.5% increase

**EG Classification:** The Annual Allowance will be rolled into wage rates prior to applying the general wage increases above.

**Medical Services Plan** – The Employer will pay 100% of the MSP premiums effective the first of the month following ratification of this Tentative Agreement.

### OTHER HIGHLIGHTS

**No Harassment, No Discrimination:** These articles have been completely rewritten to include additional protections for members and a comprehensive investigations procedure has been agreed to.

A letter of commitment has been agreed to, one that will allow for the regular inclusion of Indigenous agenda items at joint consultation meetings. The Union will now be able to expand the discussions with management and may include any Indigenous cultural topics raised by members for deliberation. The committee will be expanded to include additional Indigenous employees to pursue those discussions.

The Health and Safety Article has been amended to include a provision for promoting psychological safety in the workplace.

The provision to extend carry over of compensatory leave has been improved.



A number of other changes have also been made; please review carefully prior to casting your vote.

The bargaining team, consisting of Brenda Isaac, Grace MacIver, Heidi Campbell, Monica Urrutia and Erna Post, unanimously recommend this tentative agreement.

In Solidarity,



Jamey Mills  
Regional Executive Vice President, BC

cc. National Board of Directors  
Directors' Team  
Liam McCarthy, Coordinator, Negotiations Section  
Essential Services & Exclusions  
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section  
Erna Post, Negotiator  
Laneydi Martinez Alfonso, Research Officer  
Negotiations Section  
Amy Kishek, Legal Officer, RLSB  
Mylaine Potvin, A/Administrative Assistant to Legal Officer  
Luc Guevremont, Regional Coordinator, BC  
Monica Urrutia, Regional Representative  
Micheline Labelle, Supervisor, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Christiane Pagé, National Administrative Assistant

Term: 3 year agreement: April 1, 2017 to March 31, 2020

Wage Adjustments:

April 1, 2017 – 1.5% increase

April 1, 2018 – 2.0% increase

April 1, 2019 – 2.5% increase

EG Series Classification annual allowance – to be rolled into wage rates prior to applying the general wage increases above.

**BOLD means new language, strikethroughs means the language will be deleted.**

The parties have also agreed to edit the collective agreement for the deletion of duplications (i.e. pay notes may be combined) and the inclusion of gender neutral language.

## **ARTICLE 7 - EMPLOYEE BENEFITS PLAN & PENSION PLAN**

### **7.01 Employee Benefits**

The Employer agrees to provide a Group Insurance Plan to permanent and term employees as detailed in the Employee Benefits Booklet dated January 1, 2015, with a summary of benefits attached to this agreement as an Information Appendix. The level of such benefits will be maintained during the term of this agreement.

**Should the Employer wish to explore Plan design changes for purposes that include being more responsive to employee needs and First Nations health and wellness philosophy, the parties agree to meet in order to discuss changes to the Plan. Both parties understand that it may be of mutual interest to negotiate changes and will undertake to do so in good faith to reach agreement on proposed changes.**

Unionized employees may be included in any improvements to the benefits plan available to non-unionized employees.

The remaining provisions of Article 7.01 remain unchanged.

**Medical Services Plan** – The Employer will pay 100% of the MSP premiums effective the first of the month following ratification of this Tentative Agreement.

## **ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

### **New Article 13.14 – Bargaining Committee Leave**

For the purpose of leaves without pay identified in Articles 13.08 and 13.09, Union bargaining committee members will be continued on the Employer payroll without loss of pay and benefits based on their regular work schedule. The Union will confirm the leave schedule with the Employer prior to the leaves being granted. Within thirty (30) days of being invoiced by the Employer, the Union will reimburse the Employer for its costs associated with paying all wages and benefits for the leave period(s).

### **Article 16 – DISCIPLINE AND PROBATION PERIOD**

~~16.02 The parties have agreed on an interim basis and without prejudice to the position of either party that, until Probationary Employee language can be negotiated through collective bargaining, the employer may apply a standard of suitability to probationary employees with respect to ongoing employment.~~

#### **16.07 Probation**

All newly hired employees shall serve a probationary period. The purpose of the probationary period to assess the new employee's overall suitability.

The probationary period will be six (6) months worked for full-time employees, or the equivalent number of hours worked for part-time employees. Upon agreement between the Union and Employer, the probationary period may be extended for a period of up to three (3) months.

Where a probationary employee does not, or is not likely to, meet the standards reasonably established by the Employer, the employee may be dismissed. The test for dismissal will be a test of suitability of the probationary employee for continued employment.

Where the employee successfully completes the probationary period, the Employer will inform the employee in writing. Where the Employer dismisses a probationary employee, it will provide the employee with written reasons for the dismissal.

Upon successful completion of the probationary period, the employee will have access to all benefits of the probationary period retroactive to the first day of employment in a regular position, in accordance with each of the benefits provisions set out in this collective agreement.

## **Article 17 GRIEVANCE PROCEDURE**

- 17.26 Where a grievance has been presented up to and including the final level in the grievance procedure and the grievance has not been ~~dealt with to the grievers satisfaction~~ resolved or the Employer has not responded in accordance with Article 17.17, it may be referred to arbitration.

Delete the current Articles 18 and 19, and replace them with the following provisions:

## **ARTICLE 18 – NO DISCRIMINATION AND HARASSMENT**

- 18.01** The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and discrimination. The parties agree that harassment, including sexual harassment, and discrimination will not be tolerated in the work place. The parties further recognize the value of ongoing education and prevention efforts to address harassment and discrimination.
- 18.02** Harassment is defined as: improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat.
- Harassment is normally a series of incidents but can be one severe incident which has a lasting impact on the individual.
- 18.03** Sexual harassment means conduct, comments, gestures or contact of a sexual nature that is reasonably likely to cause offence or humiliation to the employee; and that might on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 18.04** Good faith actions of a manager or supervisor undertaken for legitimate work related purposes relating to the management and direction of employees do not constitute harassment.
- 18.05** Discrimination – there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person, or membership or activity in the Union.

## ARTICLE 19 – DISPUTE RESOLUTION

### General

- 19.01 An employee with an allegation of harassment or discrimination is called the complainant and the person(s) who they are making a complaint against is/are called the respondent(s).
- 19.02 All allegations of harassment or discrimination must follow the complaint process set out in this Article except where an employee elects to resolve the complaint outlined in the *First Nations Voluntary Dispute Resolution Process* (Appendix D).
- 19.03 All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- 19.04 Both the complainant and the respondent(s) have the right to union representation (if a member of the Union).
- 19.05 Until a harassment complaint is resolved, the Employer may take reasonable interim measures if deemed necessary to ensure the safety of the workplace, including but not limited to separating the complainant and respondent(s).
- 19.06 Any action taken by the Employer as a result of this complaint process may be grieved in accordance with Article 17 – Grievance Procedure. It is understood that these processes do not prevent a complainant from filing a complaint under applicable legislation.
- ~~19.07~~ There shall be no reprisal or retaliation nor any threat of any reprisal or retaliation against anyone for pursuing their rights under this article, or for participating in proceedings under this article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to disciplinary action.

### Process - Step 1 – Informal Discussion

- 19.08 Where it is reasonable to do so, there is value to informal discussion between employees and their supervisors to resolve the issue without recourse to a formal complaint. Any efforts to resolve the issue will be done in a timely fashion and will not preclude the employee from electing to file a formal complaint at their discretion at any time during the informal process. It is understood that the employee has the right to representation by the Union at all stages of this Article. If the complainant is satisfied with the outcome reached at this point, the concern is resolved.

**19.09** If the concern is not resolved, the parties will attempt to resolve it in accordance with the following process:

**Step 2 – Filing the Complaint**

**19.10** A formal complaint will be submitted in writing within six (6) months of the most recent alleged occurrence.

**19.11** The complaint will contain the specific instance(s), date(s) where known (or timeframes where not known) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of the article, and the remedy sought.

**19.12** A complaint may be submitted through the Union, or by the Union on an employee's behalf where appropriate. A complaint is to be directly submitted to a designated contact in the HR Department.

**19.13** Upon receipt of a complaint, the respondent(s) and the union local president or person designated by the local president will be notified in writing of the substance of the complaint within ten (10) days.

**Step 3 - Investigation**

**19.14** Following consultation with the Union on the appointment of an investigator, the designated representative of the Employer, which may be direct staff or an external resource, will investigate the complaint and will complete a report in writing as soon as is practicable and in any event no later than ninety (90) days of the complaint being filed, unless otherwise agreed to by the parties. Depending on the nature, scope, or complexity of the complaint, this time frame may be reasonably extended but shall not exceed 180 days. It is understood that the investigator must possess the relevant knowledge and skills appropriate to conducting and concluding a competent investigation and issuance of a report. The investigator designated must be seen to be free from a reasonable apprehension of bias in relation to the complaint filed.

**19.15** As part of due process, the Respondent will be provided a reasonable opportunity in the course of the investigation to respond to the full particulars alleged.

**Step 4 – Resolution**

**19.16** The Employer will make every effort to resolve the complaint or make necessary decisions to address the Complaint within fourteen (14) days of receiving the investigator's report.

- 19.17 The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and how the complaint was resolved/addressed. Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Personal Information Protection Act*.
- 19.18 The report and any recommendations of the investigator will remain confidential, except for distribution to the VP of the Human Resources Department, or other directly involved decision makers of the Employer. The report and recommendations may be adduced as evidence in any hearing where the Employer's action is challenged, subject to any evidentiary rulings by the Adjudicator.

#### Appeal of Employer Action

- 19.19 Where the complainant or union disputes an employer action under this process, it must file a grievance directly to the final step of the grievance process found in Article 17.11, within twenty-five (25) days of the employer letter (referenced above in Article 19.17) concluding the complaint.
- 19.20 If the dispute is not resolved once the grievance process is exhausted, the Union may refer the matter to a mutually agreed adjudicator (the "Adjudicator") within thirty (30) working days for a final and binding resolution.
- 19.21 After consultation with the parties, the Adjudicator will establish the process to resolve the complaint. The process may include but is not limited to any of the following (or any combination of them) at the Adjudicator's discretion: further fact-finding, mediation, mediation/arbitration, expedited arbitration or full arbitration under Article 17.28. In exercising his or her discretion with respect to the process, the Adjudicator will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible, and that it keeps costs and time spent to a reasonable and appropriate level in the circumstances.
- 19.22 The Adjudicator will submit any decision to the Employer and the Union. The Adjudicator may stipulate conditions she/he deems appropriate with respect to distribution.
- 19.23 The Adjudicator's fees and expenses will be shared equally by the Employer and the Union.



## **ARTICLE 21 – HEALTH AND SAFETY**

Add to Article 21.01 as follows:

The Union and Employer also recognize the importance of promoting the psychological health and safety of all employees in the workplace. The Joint Consultation Committee in Article 20 and/or the Joint Occupational Health and Safety Committee in this Article will be engaged by the Parties to identify workplace needs regarding psychological health and safety of employees and to develop a work plan to promote psychologically healthy and safe workplaces. These joint committees will also be updated on the initiatives that FNHA is planning or has implemented and either party may set this topic as an agenda item for any meeting.

## **ARTICLE 28 – OVERTIME**

Delete the current article 28.07 (d).

Renumber the current article 28.07 (e) to become 28.07 (d).

Add a new article 28.07 (e) as follows:

**(e)** Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

## **ARTICLE 39 – INJURY ON DUTY**

**39.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Workers' Compensation Act* and WorkSafeBC has notified the Employer that it has certified that the employee is unable to work because of:

- (a) Personal injury accidentally ~~received~~ sustained in the performance of ~~his or her~~ their duties and not caused by the employee's wilful misconduct,  
or
- (b) An industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Employer any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid a premium.

**NEW**

**39.02** When an employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave.

**39.03** When an employee does not have sufficient sick leave credits and in the event there is a delay in receiving a decision from WorkSafeBC, the employee may opt to use their available vacation leave and banked overtime credits upon the exhaustion of their sick leave bank and until a final decision is made by WorkSafeBC on the claim. Such leave or credits, as applicable, will be restored to the employee in the event that injury-on-duty leave is subsequently approved for the same period.

#### **ARTICLE 40 – MATERNITY LEAVE WITHOUT PAY**

Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of ~~two (2) weeks~~ before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week the employee receives a maternity benefit under the Employment Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,

and

(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for that week, less any other monies earned during this period

For clarity, the combined maximum number of weeks payable under Article 40.02 (c) is seventeen (17) weeks.

## ARTICLE 42 – PARENTAL LEAVE WITHOUT PAY

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of ~~two (2) weeks~~ before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week the employee receives ~~parental, adoption or paternity~~ benefits under the Employment Insurance Plan, ~~he or she~~ **the employee** is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate **of pay** and the ~~parental adoption or paternity~~ benefit, less any other monies earned during this period which may result in a decrease in the ~~parental adoption or paternity~~ benefit to which the employee would have been eligible if no extra monies had been earned during this period;
  - (iii) **where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already receive the one (1) week of allowance contained in Article 40.02 (c) (iii) for the same child.**

**For clarity, the combined maximum number of weeks payable under Article 42.02 (c) is thirty-seven (37) weeks however, in the event that an employee has received the one (1) week allowance under Article 40.02 (c) (iii) in relation to the same child, the maximum number of weeks payable will be thirty-five (35) weeks.**

- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

NOTE: In addition to the above changes, these articles will be updated to reflect the recent changes to legislation. The changes will include the revised waiting period and the option to extend either of the above noted changes by an additional six months at the employee's election required by the amended Employment Standards Act of BC and the Employment Insurance Act.

## **ARTICLE 48 – BEREAVEMENT LEAVE WITH PAY**

**48.01** When a member of the employee’s family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, **must begin within two (2) days following the death or must include the day of the memorial commemorating the deceased** ~~or must begin within two (2) days following the death.~~ **At the employee’s discretion, this bereavement period may be split into two (2) periods, with one covering the period immediately following the death and the other covering the memorial/ceremony no later than twelve (12) months from the date of death, or longer period at the discretion of the Employer.** During such period(s) the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

## **Article XX (new) – Indemnity**

**The Employer will exempt and save harmless employees from any liability in civil actions arising from the proper performance of their duties for the Employer; and assume all costs, legal fees, and other expenses arising from any such action.**

**Indemnity is subject to cooperation with counsel provided by the insurance company or the Employer.**

**The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation.**

## **Letter of commitment re Domestic Violence**

*Letter to be signed by Kim Humphreys, VP Human Resources to read as follows:*

This letter is further to collective bargaining proposals tabled by the Union in recent negotiations relating to leave requests for employees who experience domestic violence.

If, prior to the expiry of the renewed Collective Agreement in 2020, the provincial government enacts legislative changes to provide for statutorily required leaves for employees who experience domestic violence and which would apply to the bargaining unit employees working at FNHA, FNHA commits to discussing the implementation of these leaves with the Union, effective the date that the legislation would commence its application to FNHA.

This letter of commitment will be attached to the renewed Collective Agreement and expires on March 31, 2020.

**Renew/maintain Appendices B, C, and D.**

Delete Appendix E and replace with the following:

**RE: HOUSEKEEPING COMMITTEE**

**The parties agree that six (6) months prior to the expiry of the 2017-2020 Collective Agreement they will establish a working group comprised of the PSAC, Employer and PIPSC to meet with the sole purpose of reviewing the collective agreement for exploring language alignment (harmonization) and editorial changes.**

**Meetings will be scheduled during working hours and the FNHA agrees there shall be no loss of pay for the Union participants.**

**The working group will be comprised of two (2) members appointed by the Union and two (2) Management representatives and two PIPSC representatives.**

**Proposed recommendations, if any, will be referred to the Union and Management Bargaining teams for review during the subsequent round of bargaining.**

**(New) Letter of Commitment – re Article 20 – JOINT CONSULTATION**

**In response to a number of proposals tabled by the Union in collective bargaining relating to Indigenous cultural matters, the parties agree to the following letter of commitment concerning Article 20 – Joint Consultation:**

**The Joint Consultation Committee will continue to meet every sixty (60) days. Upon request for agenda items to be discussed at a consultation committee meeting, the Union will notify the Employer chair of the committee of any Indigenous cultural topics it wishes to raise at the meeting. Upon receipt of these topics, the committee will be expanded to include additional Indigenous employee representatives to engage in the discussion and to solicit feedback. These additional representatives will be members of the Alliance, but may also include other Indigenous employees of the Employer.**

**This letter of commitment does not form a part of the renewed collective agreement and will remain in effect for the duration of the collective agreement, expiring on March 31, 2020.**

**Letter of Understanding re. Article 6 – FNHA policies**

**The parties understand that from time to time it may be of mutual interest to revise and update the following policies attached to the Collective Agreement:**

- a. Travel Policy**
- b. Support for Working in Remote Communities Policy**
- c. Relocation Policy**

**On a strictly without prejudice basis to the parties' respective positions on the status of these policies, the Employer agrees that for the term of the 2017-2020 Collective Agreement only, it may meet with the Union in order to negotiate changes to the policies. Both parties undertake to negotiate in good faith to reach agreement on proposed changes.**