



File: 2122-B0010-3

March 9, 2021

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

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

A tentative collective agreement was reached on February 21<sup>st</sup>, 2021 on behalf of the PSAC members at First Nations Health Authority. The tentative agreement, if ratified by the membership will commence upon ratification and have an expiry date of March 31, 2023.

The team is pleased to report that this tentative agreement is concession free.

This round, several grievances were settled during bargaining as well. **Bolded** language shows new inclusions, ~~Strike throughs~~ mean there are deletions and Underlined language simply means wording has been adjusted without changing the intent of the clause affected.

**ECONOMIC INCREASES**

Wage Adjustments:

April 1, 2020 – 2.0% increase

April 1, 2021 – 2.0% increase

April 1, 2022 – 2.0% increase

**OTHER HIGHLIGHTS**

**Domestic Violence:** A new clause to reflect recent legislation changes to provide support to workers who must deal with Domestic Violence has been added to your Collective Agreement (page 7).

**Pandemic Letter:** A new letter of Agreement on pandemic related issues has been signed off, will not be added to your new collective agreement. However, we have included this document as it does form part of the settlement and will be administered between rounds of bargaining as needed (pages 9-10).

**Editorial Changes:** The Maternity and Parental Leave clauses have been changed to show the options available to members who wish to access such leave (pages 2-6).

A variety of other letters of understanding and grammatical changes were also agreed to as attached.

There are no other changes and all existing clauses not noted below will be renewed unchanged.

As always, please review the entire package prior to casting your ballot.

The team of Brenda Isaac, Debby Peng, Dan Ferguson, Monica Urrutia and Erna Post unanimously recommend acceptance.

In Solidarity,



Jamey Mills  
Regional Executive Vice-President, BC

- cc. National Board of Directors
  - Patrick Bragg, Regional Political Communications Officer, BC
  - Negotiations Section
  - Patricia Harewood, A/Director Representation and Legal Services Branch
  - Luc Guevremont, Regional Coordinator, BC
  - Monica Urrutia, Regional Representative
  - Reine Zamat, Supervisor, Membership Administration
  - Chantale Fréchette, Administrative Assistant, Membership Administration
  - Dale Robinson, Strike Mobilization Project Officer
  - Connor Spencer, Strike Mobilization Officer
  - Kelly Greig, Member Information Advisor

## TENTATIVE AGREEMENT

**1. Term:** 3 year agreement: April 1, 2020 to March 31, 2023

**2. Wage Adjustments:**

April 1, 2020 – 2.0% increase

April 1, 2021 – 2.0% increase

April 1, 2022 – 2.0% increase

**3. Grievances**

The following union grievances are resolved on the following basis:

- Furlough leave, Article 35.06** – any and all of the union’s grievances relating to the payment of furlough leave are withdrawn with prejudice, including all matters referred to arbitration.
- Sick bank accruals, Article 37** – the parties agree that regular status employees will maintain their unused hourly sick credits that they have accrued and that those unused credits will not be prorated when transferring to a position with a lower FTE value (eg. From full-time to part-time). The hourly sick leave credits will be available to employees for use under Article 37. Employees who have accrued credits in excess of the maximum weeks set out in Article 37.01(a) will not earn any further credits until the unused credits in their banks fall below the maximums. At that point, employees will re-earn credits in accordance with this article up to the stated maximums.

#### **4. EDITORIAL CHANGES**

The parties agree that the matters of the:

- Table of Contents; and
- Listing of Positions and Wage Grids

will be referred to the Editorial Committee under Appendix E – MOA re: Editorial Committee, for review.

#### **Leave without Pay for Election to ~~an~~ a Union Office**

**13.13** The Employer will grant leave without pay to an employee who is elected as a full-time official of the Union within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

#### **Collective Bargaining Committee Leave**

**13.14** For the purpose of the 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).

#### **42.01 Parental Leave without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks (**hereafter “standard parental leave”**) **or leave without pay of up to sixty-three (63) consecutive weeks (hereafter “extended parental leave”)** ~~in the fifty-two (52) week period beginning on~~ **which must commence within seventy-eight (78) weeks of** the day on which the child is born or the day on which the child comes into the employee’s care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks (**hereafter “standard parental leave”**) **or leave without pay of up to sixty-three (63) consecutive weeks (hereafter “extended parental leave”)** ~~in the fifty-two week (52) period beginning on~~ **which must commence within seventy-eight (78) weeks of** the day on which the child comes into the employee’s care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,  
or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while the employee's child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

(e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.

(f) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an employee to submit a birth certificate or proof of adoption of the child.

(iv) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

#### 42.02 Parental Allowance

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) ~~to (iv)~~, providing the employee:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that the employee has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) **the employee is choosing to receive either the standard parental benefit or extended parental benefit under Employment Insurance;**

- (B) the employee will return to work on the expiry date of the employee’s parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (C) Following the employee’s return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 40.02(a)(iii)(B), if applicable;
- (D) should the employee fail to return to work for the Employer, in accordance with section (A) or should the employee return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled, to mean; incapable of pursuing regularly any substantially gainful occupation, the employee will be indebted to the Employer for an amount determined as follows:

$$\text{Allowance Received} \quad \times \quad \frac{\text{(Remaining period to be worked following her return to work)}}{\text{[Total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the bargaining unit within a period of ninety (90) days or less is not indebted for the amount if the employee’s new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee’s return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (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 before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee’s weekly rate of pay **where an employee is receiving the standard parental benefit or a prorated amount in accordance with 42.02(c)(iii) where an employee is receiving extended parental benefits** for each week of the waiting period, less any other monies earned during this period;
  - (ii) **Standard Parental Allowance**

For each week the employee receives is in receipt of standard parental benefits under Employment Insurance or the employee is eligible to receive the difference between ninety-three per cent (93%) of the employee's weekly rate of pay and the recruitment and retention "terminable allowance" and the parental benefit, less any other monies earned during this period which may result in a decrease in the employee's parental to which the employee would have been eligible if no extra monies had been earned during this period.

**(iii) Extended Parental Allowance**

**For each week the employee is in receipt of extended parental benefits under Employment Insurance the employee will have their total SUB plan allowance amount prorated over a period of up to sixty-three (61) weeks instead of thirty-seven (35) weeks.**

- (iv) Where an employee has received the full thirty-five (35) weeks of standard parental benefit or the full sixty-one (61) weeks of extended parental benefits 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 of ninety-three per cent (93%) of the employee's weekly rate of pay where an employee is receiving the standard parental benefit or a prorated amount in accordance with 42.02(c)(iii) where an employee is receiving extended parental benefits (and the recruitment and retention "terminable allowance", if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in Article 42.02(c)(iv) 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 42.02(c)(iii) in relation to the same child the maximum number of weeks will be thirty-five (35) weeks.~~

- (d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (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.~~ **if an employee elects to take standard parental leave or an equivalent amount prorated over a period of up to seventy-eight (78) weeks if an employee elects to take extended parental leave.**

## ARTICLE 46

### LEAVE WITHOUT PAY FOR PERSONAL NEEDS

**46.01** Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.



**New:**

**46.02 Domestic Violence Leave**

**FNHA will provide leave in accordance with the Employment Standards Act, Section 52.5, and as it may be amended from time to time by the provincial government. As of February 2021, employees are entitled during each calendar year to up to five (5) days of paid leave, and additional unpaid leaves as necessary.**

**For reference, a current hyperlink to the interpretation of the Act is reproduced below.**

**<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-52-5>**

*Make consequential amendment by deleting the July 23, 2018 letter from the collective agreement.*

**62.12 Vacation and Sick Leave Administration**

(a) For the purposes of administration of clauses ~~61.10 and 61.11~~ **62.10 and 62.11**, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

**62.13 Bereavement Leave**

Notwithstanding clause ~~61.02~~ **62.02**, there shall be no pro-rating of a “day” in Article 48, Bereavement Leave with Pay.

**62.14 Severance Pay**

Notwithstanding the provisions of Article ~~64~~ **65**, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**APPENDIX “E”**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE FNHA AND THE UNION**  
**IN RESPECT OF**  
**~~HOUSEKEEPING~~ EDITORIAL COMMITTEE**

**Re ~~Housekeeping~~ Editorial Committee**

1. The parties agree that six (6) months prior to the expiry of the ~~2017-2020~~ **2020 to 2023** Collective Agreement they will establish a working group comprised of the PSAC, Employer and PIPSC, **or alternatively (at the discretion of the PSAC), the PSAC and the Employer,** to meet with the sole purpose of reviewing the collective agreement for exploring language alignment (harmonization) and editorial changes.
2. Meetings will be scheduled during working hours and the FNHA agrees there shall be no loss of pay for the Union participants.
3. The working group will be comprised of two (2) members appointed by the Union and two (2) Management representatives and two (2) PIPSC representatives **(where applicable)**.
4. Proposed recommendations, if any, will be referred to the Union and Management Bargaining teams for review during the subsequent round of bargaining.

**5. LETTER OF UNDERSTANDING RE FNHA RESPONSE TO EMERGING PANDEMIC MATTERS,  
FNHA POLICIES, TERM EMPLOYEES, AND SENIOR LEVEL DISCUSSION**

The parties agree that this letter is not included in and does not form a part of their collective agreement, and is not subject to ratification.

**FNHA RESPONSE TO EMERGING PANDEMIC MATTERS**

Both parties wish to support continued, ongoing, timely dialogue and collaboration in relation to issues emerging from the COVID-19 pandemic. The current COVID-19 pandemic has created a unique set of circumstances that will require a combination of new and innovative strategies to support flexibility and adaptability, and a safe workplace for all employees as circumstances continue to change and evolve and as service requirements continue to need to be met.

To this end, the parties agree to utilize existing committees (eg. JOSH, Labour/Management) as often as is practical and necessary during the pandemic to work together to raise, discuss, and resolve emerging issues, and maximize communication of same to bargaining unit staff and management.

The issues to be discussed at this time include, but may not be limited to, the following:

**1. Vacation Carryover and/or Liquidation of Vacation Leave**

- a. the encouragement of employees to use their current Vacation Leave Provisions where possible
- b. The automatic carryover of unused Vacation Leave Credits for the 2020/21 fiscal year to the subsequent fiscal year where a. above is not possible.

**2. Remote Work**

Working remotely shall not be construed as altering the existing rights and/or obligations of either party under the Collective Agreement.

- a. employer directions, and employee requests, to work remotely, including during self-isolation, and accompanying administrative protocols.
- b. the potential continuation and/or modification of remote work for employees once the state of emergency has been lifted by the Provincial Health Officer.

**3. Return to the Workplace Protocols**

Subject to the provisions of Article 21, Health and Safety, the development of appropriate and safe return to work protocols and the regular communication with staff as to the status of the return to the workplace plan.

4. Any other emerging issue relating to the current pandemic that either party wishes to raise.

The parties agree that none of the discussions will result in amendments to the Collective Agreement unless both parties agree to do so expressly in writing.

### **FNHA POLICIES**

The parties agree to refer the matter of updating the FNHA policies referred to in Article 6 and found in the following Information Appendices:

1. Information Appendix – FNHA Employee and Contractor Travel Policy
2. Information Appendix – Support for Working in Remote Communities Policy
3. Information Appendix – Relocation Policy

to the Labour/Management Committee for review and recommendations. The review will include the consideration of the Union's proposal to update the travel policy reimbursement rates in line with federal government rates.

### **TERM EMPLOYEES - ARTICLE 64**

The parties place the application of article 64 on the agenda at the next labour/management committee.

### **SENIOR LEVEL DISCUSSION**

The parties wish to enhance the level of engagement between the PSAC and FNHA. To this end, they agree that the VP-HR and the union leadership will meet to discuss issues of concern and methods of future engagement.