

The following are the Union's proposals for a Collective Agreement between the First Nations Health Authority and the PSAC.

The Union reserves the right to add to, amend, modify and withdraw its proposals at any time during collective bargaining.

~~Strikethroughs~~ denote deletions. Underlined text indicates editorial amendments. Text in **Bold** indicates NEW proposed language. RESERVE means that the Union reserves the right to make proposals at a later date. Errors and omissions are excepted.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

The Union requests that the Employer disclose any plans for changes at the workplace that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.



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ARTICLE 2

INTERPRETATION AND DEFINITIONS

“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner **or child adopted through aboriginal custom**), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **aunt, uncle**, the employee’s grandparents and any relative permanently residing in the employee’s household or with whom the employee permanently resides.

“Domestic Violence” means any form of violence between intimate partners of the same or opposite sex. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment during a relationship or after the relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

ARTICLE 3 APPLICATION

3.02 Where there is a conflict between a FNHA policy and the Collective Agreement, the Collective Agreement will prevail.

ARTICLE 7 EMPLOYEE BENEFITS PLAN AND PENSION PLAN

RESERVE

ARTICLE 11

USE OF EMPLOYER FACILITIES

11.01 Reasonable space on bulletin boards in convenient locations, including electronic bulletin boards **and/or internal email** ~~where available~~, will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Union, including posting of the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.



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ARTICLE 13 LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

NEW

General

Where leave without pay is granted in accordance with this Article, with the exception of Article 13.13, Employees shall have their regular salary and benefits uninterrupted during such leave and the Employer shall invoice the Union for the cost of Union Leave. For clarity, this will not include overtime.

ARTICLE 16 DISCIPLINE

16.02 RESERVE

ARTICLE 17 GRIEVANCES

17.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

(a) where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,

or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 17.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

17.17 (a) The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Union shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

(b) For clarity, either party may refer a final level grievance to Arbitration in accordance with 17.16 a) and b) or 17.17 (a) as set out above.



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ARTICLE 19 ~~SEXUAL~~ HARASSMENT

- 19.01 (a)** The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and agree that sexual harassment will not be tolerated in the workplace.
- (b)** Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (c)** If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- (d)** **“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.**
- (e)** **“Personal Harassment” means any improper behaviour by an individual that is directed at and offensive to an employee which the individual knows or reasonably ought to know would be unwelcome. This comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Harassment does not include the good faith exercise of managerial or supervisory duties.**
- (f)** **“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, undermine the employee's ability to perform that job or threaten the economic livelihood of an employee. It includes intimidation, threats, blackmail or coercion.**

The Employer will make every reasonable effort to ensure that employees are not subjected to ~~personal or sexual~~ **any form of** harassment.

ARTICLE 39 INJURY ON DUTY

39.01 Upon the submission of a claim in accordance with the *Workers’ Compensation Act*, an employee shall be granted injury-on-duty leave with pay for such **reasonable** period as may be reasonably determined by the Employer where the Employer has been notified by WorkSafeBC that the employee is unable to perform their duties because of:

- (a)** personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;



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or

- (b) an industrial illness or disease arising out of and in the course of the employee's employment
- (c) **a personal injury, where an off-duty employee is a victim of an assault or an act of violence and such assault or act of violence arises as a result of the employee performing their normal responsibilities and not caused by their own misconduct;**

if the employee agrees to pay the Employer any amount received by the employee for loss of wages in settlement of any claim the employee may have in respect of such injury, illness or exposure.

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 record of sick leave credits, that the employee was not granted sick leave.

39.03 When an employee has been granted injury-on-duty leave with pay, in accordance with Clause 39.02 the employee shall earn sick leave, family leave, vacation leave, and any other credits in accordance with this Agreement.

39.04 When an employee does not have sufficient leave credits and in the event there is a delay in receiving a decision from WorkSafeBC, the employee may also use their available vacation leave and banked overtime credits in an amount equivalent to the amount of pay permitted under the *Workers Compensation Act* until a final decision is made by the WorkSafeBC on the claim.

39.05 In the event an employee is on a Graduated Return to Work Program and receives wages for hours worked; the employee may elect to either:

- (i) have WorkSafeBC remit such wages directly to the Employer or
- (ii) elect to have such compensation assigned to themselves

If the employee elects (i) and receives pay for at least ten (10) days in a calendar month, or as otherwise specified in the Collective Agreement, the employee shall earn leave accruals in accordance with the appropriate article.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

RESERVE



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ARTICLE 28 OVERTIME

RESERVE

ARTICLE 33 TRAVELLING TIME

RESERVE

ARTICLE 36 VACATION LEAVE WITH PAY

36.02 RESERVE

36.11 (a) RESERVE

ARTICLE 40 MATERNITY LEAVE WITHOUT PAY

40.02

(c) 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 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 each week, less any other monies earned during this period.



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ARTICLE 42 PARENTAL LEAVE WITHOUT PAY

42.02

(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 their 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 benefit under the Employment Insurance, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in the employees' 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 received the one (1) week of allowance contained in 40.02 c) iii) for the same child.**

ARTICLE 45 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

45.01 For the purpose of this Article, family is defined as:

- (a) spouse (or common-law partner resident with the employee);
- (b) children (including foster children, step-children, children of the spouse or common-law partner), or children for whom the employee is the legal guardian);
- (c) parents (including step-parents or foster parents); or
- (d) any relative permanently residing in the employee's household or with whom the employee permanently resides.



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45.02 The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

45.03 Subject to clause 45.02, the Employer shall grant the employee leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or the adoption of the employee's child;
- ~~(e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 45.02 above may be used;~~
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (g) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- (h) in the event an employee experiences domestic violence**

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 **leave with pay**. ~~period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following~~



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~~the death.~~ During such period, 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.

- (a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- (b) When requested to be taken in two (2) periods:**
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin with two (2) days following the death; and**
 - (ii) The second period must be taken no later than twelve (12) months for the date of the death for the purpose of attending a ceremony**
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

48.02 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.

48.03 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 48.01 and 48.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

48.04 Notwithstanding Article 48.01, an employee is entitled to leave with pay, up to a maximum of two (2) working days within a period of twenty-four (24) months from the date of the death, for the purpose of attending a headstone potlatch or service related to the death for someone who is not a member of their immediate family.

Renumber remaining clauses



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54.02 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours **or two (2) periods of up to three decimal seven five (3.75) hours each** of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

ARTICLE 64 SEVERANCE PAY RESERVE

REMEMBRANCE FOR MURDERED AND MISSING INDIGENOUS WOMEN AND GIRLS

While it is understood by both the Employer and the Union that some areas of the Employer's operation cannot be abruptly ceased, the parties agree where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 a.m. on February 14 of each year in observance of those indigenous women and girls who are missing or who were murdered.

DUTY TO ACCOMMODATE

The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the public service benefiting both the FNHA and the employee, and is committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the *Human Rights Act*. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

INDEMNITY

The Employer agrees to provide at no cost to the employee, Legal Counsel to defend any employee and their estate in any legal actions brought forth against the employee as the result of the performance of their duties on behalf of the Employer, including but not limited to any damage to workplace or other property, and to protect and hold the employee harmless from any judgment rendered thereunder. Indemnity is subject to cooperation with counsel provided by the insurance carrier or by the Employer and agreed to by the employee. The exception to this clause would be the gross negligence or willful misconduct on the part of the Employee.



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SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit.

Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ATTENDANCE MANAGEMENT

The Employer agrees not to introduce an attendance management policy or monitor attendance in an arbitrary manner. Employees who use sick leave or family leave for bona fide reasons and adhere to all the requirements regarding the same will not be subject to an Attendance Management Program and/or disciplinary action.

EDITORIAL CHANGES AND DISCUSSION ITEMS

Preamble - delete

Edit Collective Agreement with a view to incorporating gender neutral language.

Establish a PSAC/FNHA working group to meet during this set of negotiations to complete editorial changes prior to the achievement of a tentative agreement.

Amend the related LOU as follows:

RE: ~~HOUSEKEEPING~~ EDITORIAL COMMITTEE

1. The Committee

The Employer, ~~PIPSC~~ and PSAC agree to convene ~~an Editorial a Housekeeping~~ Committee one hundred and twenty (120) days prior to the expiry of the Collective Agreement. ~~within 90 days of ratification.~~

2. Purpose and mandate of the Committee

(a) The purpose of the Committee is to review in detail the wording and content of the PSAC Collective Agreements.



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(b) The mandate of the Committee includes revisions that:

- ~~reflect the context of the FNHA and location within BC;~~
- change the linkages from former federal references to appropriate FNHA and provincial references;
- correct grammar, spelling, and punctuation;
- correct formatting and numbering; and,
- ~~harmonize the two collective agreements — e.g. language of analogous provisions.~~

3. Makeup and administration of the Committee

- (a) The Committee will be made up of two representatives appointed by the FNHA, ~~one representative appointed by PIPSC~~ and **two (2) one** representatives appointed by PSAC.
- (b) Committee meetings will be chaired alternately by one representative of the **Unions** and one representative of the Employer.
- (c) The Committee will meet ~~every month and~~ **at least once to determine whether or not there will be changes to recommend for inclusion in the upcoming round of negotiations and additional** ~~other~~ meetings may be called by mutual agreement.
- ~~(d) The Committee will dissolve at the end of the term of the Collective Agreements.~~

APPENDICES

APPENDIX A-1 – RESERVE

APPENDIX A-2 – RESERVE

APPENDIX B – RESERVE

APPENDIX C – RESERVE

APPENDIX D – The Union wishes to discuss this Appendix and reserves the right to table proposals after that discussion.

INFORMATION APPENDICES – the Union wishes to discuss these Appendices and reserves the right to table proposals after those discussions

The Union wishes to discuss the integration of workplace practices that will honour and include traditional cultural practices of indigenous cultures.

The Union wishes to discuss the current provision work related safety clothing such as CSA approved safety boots and the provision of seasonal gear and reserves the right to table proposals after such a discussion.



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