

## **Labour Adjustment Transfer Agreement**

Between

Health Employer's Association of British Columbia  
(HEABC)

And

Vancouver Coastal Health Authority  
(VCH)

And

Hospital Employees' Union  
(HEU)

And

BC General Employees' Union  
(BCGEU)

(together, the Parties)

**Re: Transfer of Service – (Sodexo Food Services to Vancouver Coastal Health Authority)**

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### **I. Definitions**

Affected Employees:

all regular or casual employees who, on the cutoff dates below, are actively working in the service transferring from the Contract Employer(s) to the Receiving Employer(s) and all regular or casual employees who are on medical leave or leave pursuant to the *Employment Standards Act*, the *Workers' Compensation Act* or the collective agreement from the service transferring from the Contract Employer(s) to the Receiving Employer(s).

Cutoff for Regular Employees:

- February 18, 2022 for Coastal worksites
- March 18, 2022 for Richmond and Vancouver worksites

Cutoff for Casual Employees:

- June 10, 2022 for Coastal worksites
- July 22, 2022 for Richmond and Vancouver worksites

## **Bill 47 Labour Adjustment Template Agreement (LATA)**

|                       |  |
|-----------------------|--|
| Collective Agreement: | Health Services & Support Facilities Subsector Collective Agreement.   |
| Contract Employer(s): | all employers with Affected Employees who are being transferred to a Receiving Employer.   |
| Receiving Employer:   | a Health Sector (Facilities Subsector) employer that will resume direct control of a service(s) following the transfer of services from a Contract Employer. |
| Union:                | the union certified to represent employees within the Facilities Subsector bargaining unit at the Receiving Employer(s).                                     |

### **II. Purpose**

1. This agreement is a result of the Parties working in good faith to develop a transfer agreement and labour adjustment plan to be applied where a service is returned pursuant to the Memorandum of Agreement Re: Bill 47 Working Group.
2. This agreement applies to those employees within Sodexo Food Services, protects the rights and obligations of the Parties and outlines the terms of the transfer for Affected Employees.
3. All terms of the Collective Agreement shall prevail unless otherwise referenced in this Memorandum of Agreement.
4. Vancouver Coastal Health Authority (VCH) shall become the employer of the employees transferring from Sodexo Food Services.
5. The services transitioning are described as Sodexo Food Services, and includes all front line staff and Supervisors involved in these services, which will transfer to VCH as follows:
  - July 22, 2022 – Coastal Worksites
  - September 2, 2022 – Richmond and Vancouver Worksites

### **III. Notice and Consultation**

1. The Receiving Employer(s) will provide the Union with notice under A.17.01.03 at least 90 days (the 90 Day Notice Period) prior to the planned transfer of the Union's members.

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2. During the 90 Day Notice Period, the Receiving Employer(s) will provide the Union with an opportunity for consultation and discussion of the pending transfer, its impact on Affected Employees, and to consider the Union's proposals to manage the impact subject to the terms of this agreement.
3. During the 90 Day Notice Period, the Receiving Employer(s) and Union will work cooperatively and share with each other available information to enable an informed labour adjustment discussion, including the compilation of Affected Employee information outlined below.

### **IV. Worksites and Employees**

1. Attachment A lists the Affected Employees and will include information such as employee names, current employer, worksite, status, position title, classification, rate of pay, FTE, and seniority.

Where the Receiving Employer cannot establish employment details as outlined in 1 above, the Receiving Employer will work with the union(s) to establish such details.

2. Affected Employees will be provided an employment offer by the Receiving Employer that confirms a start date in a classification consistent with their pre-transfer duties within the Health Services and Support – Facilities Subsector bargaining unit (the Offer Letter), provided the Affected Employee:
  - a) Possesses a current criminal record check under BC's Criminal Records Review Program, where required, that indicates the employee is able to work with vulnerable adults and children;
  - b) Has not been previously terminated for cause by the Receiving Employer, subject to section 4, below;
  - c) Meets the required qualifications of the Receiving Employer's Job Description, consistent with the collective agreement benchmark for the work offered; and
  - d) Is in compliance with all applicable orders of the Public Health Officer (PHO).
3. In order to receive an offer of employment, Affected Employees may be required to submit an application form to the Receiving Employer.
4. If necessary, the Union and Receiving Employer will meet during the 90 day notice period to decide on a case-by-case basis whether Affected Employees who have been previously terminated for cause by the Receiving Employer should be provided an employment offer.

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Any disputes that arise will be dealt with through the ITS procedure outlined in the Collective Agreement.

5. The start date outlined in an offer letter may be changed, in writing, by the Receiving Employer with 30 days' notice to the Affected Employee.
6. Employment offers to Employees on leave will be sent to their last known address (mailing and/or email). Employees failing to respond to the Receiving Employer by June 10, 2022 for Coastal worksites and July 22, 2022 for Richmond and Vancouver worksites, will forfeit their right to regular employment with the Receiving Employer.

### **V. Transfer Process**

1. The Receiving Employer(s) will provide the Affected Employee(s) with a minimum of 30 days written notice prior to their transfer date. The notice shall include a copy of this agreement.
2. The Receiving Employer will offer information sessions to Affected Employees which will outline the terms of this agreement, along with other on-boarding information (orientation, payroll, benefits, mandatory education etc.). The Union will attend the information sessions to support their members. Dates for these information sessions will be communicated on the Receiving Employer's website, and through other methods of communication as deemed appropriate by the Receiving Employer. Dates will be mutually agreed to between the Parties.
3. Affected employees shall participate in the Receiving Employers On-Boarding process if they accept an offer of employment from a Receiving Employer. The On-Boarding process will be conducted prior to or after employment with the Receiving Employer and will include completing and submitting all required forms to enable the employment transfer, and successfully completing all pre-employment requirements (e.g. on-line violence and prevention training).
4. The Receiving Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union to facilitate the implementation of this Agreement.

### **VI. Transfer of Seniority and Benefits**

1. The Facilities Subsector collective agreement will apply in full to Affected Employees upon commencement of work for the Receiving Employer, subject only to amendment herein.

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2. Affected Employees who have not completed probation with the Contract Employer prior to the date of transfer and who accept an employment offer with the Receiving Employer shall serve the remaining probationary period pursuant to A.13.
3. Pay and Benefits
  - a) Affected Employees will:
    - i) Be offered employment by the Receiving Employer, consistent with their status, regular full time, regular part time, or casual;
    - ii) Where the Affected Employee is a former Employee of the Receiving Employer and accepts the offer, he/she will have previous health sector service and seniority recognized and continuous seniority with the contractor(s) recognized.  
  
and
    - iii) Where an Affected Employee who is not a former employee of the Receiving Employer accepts an employment offer with the Receiving Employer, the Receiving Employer will recognize the Affected Employee's continuous seniority with the contractor(s).
  - b) Affected Employees who are being paid a wage rate by the Contract Employer that is in excess of the wage rates of the collective agreement will be red-circled by the Receiving Employer and receive fifty percent (50%) of all general wage increases in circumstances where there is no comparable job available to them and they are required to access a lower rated position with the Receiving Employer. Red-circling will continue until such time that the new wage meets the red-circled rate or the incumbent leaves the position.
  - c) Affected Employees who accept an offer of regular employment will be enrolled in the Dental and Extended Health plans of the Joint Facilities Benefits Trust (JFBT) effective on the date they commence work for the Receiving Employer, and the 12-month waiting period for orthodontic coverage will be waived.
  - d) Affected Employees who are employed by the Receiving Employer as casual employees and who were enrolled in a benefit plan with the Contract Employer may elect to purchase coverage in the Dental and Extended Health plans of the JFBT effective on the date they commence work for the Receiving Employer, and the 12-month waiting period for orthodontic coverage will be waived.

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- e) Affected Employees enrolled in a Group Life, AD&D and LTD plan with the Contract Employer, who accept an offer of regular employment, will be enrolled in the Group Life, AD&D and LTD plans of the JFBT on the date they commence work for the Receiving Employer.
- f) Affected Employees not enrolled in a Group Life, AD&D and LTD plan with the Contract Employer, who accept an offer of regular employment, will be enrolled in the Group Life, AD&D and LTD plans of the JFBT on the 1<sup>st</sup> of the month following three months of regular employment for the Receiving Employer.

### **4. Schedules**

The Receiving Employer will establish schedules in accordance with operational requirements and consistent with the Collective Agreement, prior to Affected Employees selecting a line.

### **5. Porting and Retention of Seniority**

- a) An Affected Employee will port her/his seniority and previous Health Authority service to the Receiving Employer and will accumulate seniority and service with the Receiving Employer on a go forward basis. The seniority of the Affected Employee will be dovetailed into the existing seniority list of the Receiving Employer(s).
- b) Affected Employee(s) who have worked concurrently with the Receiving Employer(s) shall port the aggregate total of their seniority hours. No transferring employee shall be credited with more than 1950 seniority hours for any one year of service.
- c) Seniority for Affected Employees who were excluded supervisors with the Contract Employer will be determined based on their length of service with the Contract Employer combined with any previous service with the Receiving Employer to a maximum of 1950 seniority hours for any one year of service.
- d) Affected Employees may use their seniority that is ported and accumulated with the Receiving Employer to access employment opportunities at the Receiving Employer, in accordance with the Collective Agreement.

### **6. Affected Employees are not permitted to hold multiple regular positions within the same certification that exceed 1.0 FTE. If, as a result of a return of service, an Affected Employee would hold multiple positions within the same certification that exceed 1.0 FTE, the Affected Employee must select which position they elect to retain.**

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7. Where the Contracting Employer has hired a casual employee after June 10, 2022 for Coastal worksites and after July 22, 2022 for Richmond and Vancouver worksites and that casual employee is not deemed an Affected Employee but the Receiving Employer hires that casual employee directly, the Employer will recognize that employee's hours with the Contracting Employer up to July 22, 2022 for Coastal worksites and September 2, 2022 for Richmond and Vancouver worksites, for the purposes of seniority.

### **VII. Labour Adjustment**

1. Offers of employment at the Receiving Employer will be made, site-by-site, through the job fair process pursuant to A.19.02 of the Collective Agreement and as described in **Attachment B**. Affected Employees who own regular, unionized positions will be eligible to participate in the job fair ("line selection") process using their seniority as outlined in VI 3 above.
2. Affected Employees who are in non-unionized supervisor positions with the Contractor will participate in a separate line selection process, if applicable. **Attachment C** lists Affected Employees who fall under this provision.
3. Offer letters of employment at the Receiving Employer will be made through affected employees selecting a line of work. Selection for regular employees will be made on the basis of seniority, in accordance with A. 19.02 of the Collective Agreement.
4. Any Affected Employee who does not select a line, or where no line is available, shall be offered casual employment.
5. Line selections will be completed by site, by job category, by position and by status. Regular full-time employees will select regular full-time lines; regular part-time employees will select regular part-time lines. Lines will be awarded based on seniority, subject to the Affected Employee meeting the required qualifications.
6. VCH Patient Food and Retail Line Selection will be conducted as follows based on existing operations and reporting structure:
  - a. Lion's Gate Hospital Patient Food and Lion's Gate Hospital Retail are distinct and will line select separately.
  - b. Vancouver General Hospital Patient Food and Vancouver General Hospital Retail are distinct and will line select separately.
  - c. UBC Hospital Patient Food and UBC Hospital Retail are distinct and will line select separately.

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- d. Richmond Hospital Patient Food and Retail are grouped together and will line select together, excluding Richmond Starbucks.
  - e. Richmond Starbucks is distinct and will line select separately.
- 7. Casual employees will not participate in the line selection and will, instead, be offered casual employment at the Receiving Employer. If the Receiving Employer does not receive a casual employee's information by June 10, 2022 for Coastal worksites and July 22, 2022, for Richmond and Vancouver worksites, they are not required to give the employee a position.
  - 8. Regular, unionized Affected Employees who are in temporary non-unionized positions may participate in the line selection based on their regular, unionized positions, and they must start the position. If an Affected Employee does not start their selected position by July 22, 2022 for Coastal worksites and September 2, 2022 for Richmond and Vancouver worksites, they will forfeit their right to employment with the Receiving Employer.
  - 9. Seniority lists provided on February 18, 2022 and reviewed by the Unions will be used for the line selection process.
  - 10. Affected Employees who do not have access to a comparable position as defined in the Collective Agreement with the Receiving Employer are not entitled to displacement from the Receiving Employer, they will be eligible to access any line subject to the above, or casual employment.
  - 11. For Coastal worksites, regulars and casuals hired by the Contract Employer after **June 10** will be directed to apply for work through the VCH external website and VCH will offer former contracted employees work based on operational requirements. Where the Employer offers employment, the employees will transfer their seniority.
  - 12. For Richmond and Vancouver worksites, regulars and casuals hired by the Contract Employer after **July 22** will be directed to apply for work through the VCH external website and VCH will offer former contracted employees work based on operational requirements. Where the Employer offers employment, the employees will transfer their seniority.

### **VIII. Representation and Disputes**

- 1. The Receiving Employer is not liable for any dispute arising out of an affected employees' prior employment with a Contract Employer, including, but not limited to: grievances, or issues arising pursuant to the *Human Rights Code*, *Employment Standards Act*, *Respectful Workplace Policies* or *WorkSafeBC*. Liability for such disputes shall remain with the Contract Employer.

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2. Notwithstanding the previous paragraph, Receiving Employers are responsible for implementing return to work arrangements, including any required workplace accommodations for Affected Employees.
3. Until the required "new hire" documents are completed and returned, the Receiving Employer will not place affected Employees who accept casual positions on the casual registry, and such casual employees will not be eligible to pick up shifts. The Receiving Employer will not be liable for losses suffered by those Affected Employees due to missed shifts.

### **IX. Other Provisions**

#### **1. Orientation and Training**

Training and orientation to new methods of operation, equipment, applicable computer programs, and technological changes shall be provided by the Receiving Employer to all Affected Employees where necessary, to perform new duties. Employees shall receive the standard orientation to the Receiving Employer(s) and a review of all relevant Policies and Procedures.

Where training or education needs are identified, the Parties may make application for access to funds through the Joint Facilities Re-Training Fund in accordance with the Joint Retraining Fund Memorandum.

#### **2. Job Postings**

After the line selection is completed, the Receiving Employer shall review any unfilled vacancies and shall eliminate any vacancies that are not operationally necessary. Any remaining new positions or known vacancies at the Receiving Employer will be posted in accordance with Article 16 and filled in accordance with the Collective Agreement.

Known temporary vacancies will be posted in accordance with the Collective Agreement. Employees who encumbered the corresponding vacancies at the Contracting Employer will not receive preferential treatment in the selection process.

3. Notwithstanding section IX (2) *Job Postings* of the Bill 47 Labour Adjustment Template Agreement (LATA) and without prejudice or precedent to the Facilities Sector Bargaining Association (FBA) collective agreement, the parties agree to the following:

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Where a service is returned to a health authority and where the receiving employer identifies there is a deficit in the number of regular employees available to fill the permanent lines of work through the site line selection process, the parties agree to amend the aforementioned LATA, as follows.

After the line selection at a site has taken place but before the transfer occurs, where the receiving employer identifies operationally necessary vacancies, the vacancies may be posted. All jobs will be posted in accordance with Article 16 of the FBA collective agreement.

Without prejudice to any other collective agreement interpretation, where jobs are posted pursuant to the above, the posting will also be open to contract support service workers at the site in the same classification class series, who have been offered casual employment with the health authority.

Casual contracted support service workers at the site who apply for posted support service vacancies pursuant to the repatriation, will be considered internal applicants for the purposes of the posting and will be entitled to use their contract support service seniority for competitive purposes.

In addition to the health authority job posting procedure, the Union and the Employer, through the localized LATA discussion and agreement, will determine a process for making the FBA postings easily accessible to contract support service workers at the site.

Contract support service workers who are successful in a posted position will be provided with a revised offer of employment by the receiving employer.

Contract support service workers who are awarded a posted position will not have access to any other rights pursuant to the FBA collective agreement until such time as they become active employees of the receiving employer, at their date of hire.

No other sections of the LATA are amended as a result of this agreement.

### **4. Single Site Order**

Employees covered by the Single Site Order (SSO) shall not lose topped up hours through this transfer.

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Employees that have been single sited shall have the opportunity to be part of their site's Line Selection process (as per Attachment B) and have all the rights outlined in this Agreement.

### 5. Accommodation

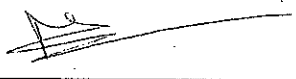
The Union will identify any existing agreements that arise out of the Duty to Accommodate for Affected Employees. The Receiving Employer(s), the Union and the Affected Employee will work together to ensure the specific accommodation is addressed through the transfer process. The Parties will meet their legal obligations pursuant to British Columbia Human Rights Law.

### 6. Certifications

Where required, the FBA and HEABC (on behalf of the Receiving Employer) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated Facilities Certification.

7. Any disputes that arise out of the application of this agreement will be dealt with through the grievance procedure outlined in the Collective Agreement. The parties will endeavour to expedite the resolution of disputes.
8. This agreement will apply to all transfers contemplated by the MOA Bill 47 Working Group, but may be modified by the Facilities Bargaining Association and the Receiving Employer(s).

Signed on behalf of the HEU:



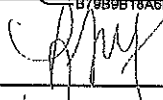
Date: August 9, 2022

Signed on behalf of the BCGEU:

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Oliver Roloff  
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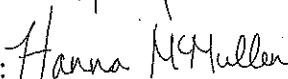
Date: September 6, 2022

Signed on behalf of the VCH:



Date: September 2, 2022

Signed on behalf of the HEABC:



Date: August 15, 2022