IN THE MATTER OF A MEDIATION/ARBITRATION

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BC

(the "Employer")

AND:

HEALTH SCIENCES PROFESSIONAL BARGAINING ASSOCIATION

(the "HSPBA")

(Memorandum of Understanding – 37.5 Hour Work Week)

MEDIATORS/ARBITRATORS:	Vincent L. Ready and Corinn Bell
COUNSEL:	Delayne Sartison, Q.C. for the Employer
	Lindsay M. Lyster for the HSPBA
HEARING:	January 21, 2014 and March 11 and 12, 2014 Vancouver, BC
WRITTEN SUBMISSIONS:	February 11, 12 and February 26, 2014
AWARD:	April 7, 2014

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I. INTRODUCTION

This mediation/arbitration arises out of a dispute between the parties regarding the implementation resulting from the changeover from the previous 36 hour work week to the 37.5 hour work week negotiated between the parties in their recent Collective Agreement. The Health Sciences Professional Bargaining Association ("HSPBA") is certified under the *Labour Relations Code* of British Columbia to represent employees in several Unions in this sector; namely, Health Sciences Association ("HSA"), BC Government & Service Employees' Union ("BCGEU"), Hospital Employees' Union ("HEU"), Canadian Union of Public Employees ("CUPE") and Professional Employees Association ("PEA").

The Health Employers Association of BC ("HEABC") represents the employers in this sector and in the matters before this board.

II. THE GRIEVANCES AND THE POSITIONS OF THE PARTIES

There are a number of grievances relating to the process requirements created by the Memorandum of Understanding – Implementation of 37.5 Hour Work Week (the "MOU"), the January 30, 2013 letter from Ms. Hook to Ms. Meyers (the "January 30 Letter") and the April 15 correspondence respecting implementation guidelines (the "April 15 Guidelines"). Collectively, the Unions have filed in excess of 1,600 grievances respecting what they view as the Employers' failure to comply with process.

The Unions grouped their grievances into six categories, depending on the nature of the conduct in question. Those categories are described by the HSPBA as follows:

i. Grievances filed if the Employer lays off any employee, either part-time or full-time including reducing the hours of any employees or not increasing the hours of any full-time employees ("Category 1");

ii. Grievances filed if the Employer announces an intention or gives notice of laying off any employees, including reducing the hours of any employee, either part-time or full-time ("Category 2");

iii. Grievances filed if the lay-off described above is of employee(s) who are not the most junior on the most relevant seniority list ("Category 3");

iv. Grievances filed if the Employer engaged in a flawed process such as they failed to provide clear indication of their health delivery objectives, failed to engage in discussions with affected staff, failed to explain why schedules were denied, failed to give notice, consult and/or consider options as set out in the MOU and other relevant agreements ("Category 4");

v. Grievances field if the Employer reduces the hours of more than one part-time employee by .2 or less rather than directing the entire layoff to the junior employee or employees ("Category 5");

vi. Grievances filed where the Employer tries to introduce additional process or objective on top of the implementation of the 37.5 hour work week. If the Employer is relying on the MOU-transition to 37.5 hours work week process to implement changes that are not necessary in transitioning to a 37.5 hour work week (for example smoothing out of all schedules within an organization, expansion of coverage days and hours, implementing budget cuts, recovering deficit, or any other process that would require independent section 54 notice) ("Category 6").

The Unions assert that the Employers breached Category 4 and Category 6 grievances in a number of work locations. HEABC argues that the MOU was negotiated for the purpose of transitioning the workforce to a 37.5 hour work

week and the process was intended to be relatively straightforward and uncomplicated. HEABC argues that the volume of grievances respecting the 37.5 hour work week speaks more to the fact that the workforce is not happy with the bargained changes to the hours of work rather than any violation of the negotiated process requirements.

For the purpose of this decision, the parties agreed to provide detailed facts respecting four examples which were presented to illuminate the process issues respecting Category 4 and Category 6 grievances. In this decision, we will outline our expectations of the process that was to be followed in implementing the 37.5 hour work week, using the examples discussed by the parties to highlight the process considerations going forward.

III. RELEVANT DOCUMENTS

There are a number of relevant documents that were presented by the parties. For the purpose of this decision, we wish to highlight the wording of the MOU, the January 30 Letter and the April 15 Guidelines.

The MOU states:

> 2012 Collective Bargaining in the Health Sector
>
> Renewal of the 2010-2012 Health Science Professionals (HSP) Collective Agreement
>
> Amend the collective agreement, by adding the following Memorandum of Understanding:
>
> MOU – Transition to 37.5 Hour Work Week
>
> During collective bargaining the parties agreed to a thirty-seven and one-half (37.5) hour work week.
>
> The Employer agrees that this will not result in any layoffs for health science professionals and will be done in a manner that

minimizes the impact of these changes on individual health science professional's employment and security.

It is recognized that in many areas it will be necessary to revise the rotations and/or shift schedule in order to implement the thirty-seven and one-half (37.5) hour week. The parties commit to work together to ensure a smooth transition as a result of changes to rotations and/or shift schedules due to increased hours of work.

In order to minimize impact of the transition to the thirty-seven and one-half (37.5) hour work week, the Employer agrees to consider the following options:

a) Regularization of casual and overtime hours (part-time or full-time basis), such as creating built in vacation relief.
b) Use of current vacancies to maintain current part-time employee's hours of work.
c) Offer job shares as per Appendix 8.
d) Other options as mutually agreed between the Union and the Employer.

The Employer and the Union agree to develop a process to expedite the building of the rotations and/or shift schedules.

The January 30, 2013 Letter, which was written by Ms. Hook and sent to Ms. Meyers reads:

Re: Implementation of 37.5 Hour Work Week

This is to confirm our agreement on the application of certain provisions of the Collective Agreement relating to implementation of the 37.5 hour work week.

The parties agree to the following:

- Upon implementation of the 37.5 hour work week by an Employer, any schedules with shifts longer than 7.5 hours are considered to be Extended Work Day/Week schedules, not EDO/ATO schedules. Appendix 6 will not apply.

- Either party may terminate existing Extended Work Day/Week schedules by providing 30 days notice, subject to Article 24.08.

- When implementing the 37.5 hour work week, employers can make changes to or eliminate existing EDO/ATO schedules (including 9 day fortnights) without following the process set out in Appendix 6, subject to the following:

    - such changes shall not take effect prior to the date of implementation of the 37.5 hour work week at the Employer;
    - changes to existing EDO/ATO schedules will be done on an individual department/work group basis (i.e., not health authority-wide);
    - Employers will give 90 days notice (or a mutually agreed lesser amount) to the affected work group rather than 30 days as required under Appendix 7;
    - the provisions of the MOU re: Transition to 37.5 Hour Work Week will apply; and,
    - no new overtime waiver will be required where changes relating to implementation of the 37.5 hour work week are made to Extended Work Day/Week schedules, including to any work schedule with shifts between 7.2 and 8 hours where the employees did not need to sign an overtime waiver under the current and/or previous Collective Agreement(s). If the employees continue to work a 9 day fortnight or any other Extended Work Day/Week schedule, they are deemed to have signed the overtime waiver.

Finally, the April 15 Guidelines were agreed to by the parties when implementing the 37.5 hour work week and read as follows:

> HEABC and HSPBA 37.5 Hour Work Week Implementation Process
>
> The Health Employers Association of BC (HEABC) and the Health Sciences Professional Bargaining Association (HSPBA)

agree to the following guidelines when implementing the new 37.5 hour work week:

1. Since most, if not all, work schedules will need to be revised to reflect the new work week, this document serves as notice and satisfies the requirement to issue 90 days' notice in the January 30, 2013 Letter of Agreement.

2. All other provisions of the Memorandum re: Transition to the 37.5 Hour Work Week and the January 30, 2013 Letter of Agreement (both attached) remain in effect.

3. An extended hours schedule is any schedule with work days in excess of 7.5 hours per day.

4. When revising current extended hours schedules, the new schedules developed for the 37.5 hour work week may result in either of the following outcomes, subject to the criteria set out in paragraph 5 below:

    a. Current extended hours schedules (including those formerly referre3d to as EDO, ATO, etc.) may be eliminated.

    b. Current extended hours schedules may be modified into similar or different extended hours schedules.

5. In establishing the new schedules, the parties agree that the following procedures will be followed at the affected department/work-unit with the assistance of Union stewards or representatives if required:

    a. The Employer must give the Union and the affected employees an outline of its service delivery objective(s) (e.g. service days and hours). The Employer may propose a specific work schedule which meets its objective(s).

    b. The Employer must give the employees a reasonable opportunity (at least 2 weeks) to propose a work schedule or, if the Employer proposed a work schedule, provide a response or alternative to the Employer's proposed schedule.

c. The Employer must consider any proposals which the employees put forward and, if the proposal is rejected, provide an explanation in light of its service delivery objective(s).

6. A 52 week scheduling period (1950 hours) shall be used for the purpose of developing work schedules. This does not alter any rights or entitlements of employees under the Collective Agreement.

7. The Employer may commence the process set out in paragraph 5 above as soon as possible but no later than 60 days prior to implementation of the 37.5 hour work week and must complete the process no later than 30 days prior to implementation of the 37.5 hour work week.

8. The parties agree that the process set out above is considered to satisfy the requirements of section 54 of the Labour Relations Code, if it applies.

9. Following implementation of the 37.5 hour work week, any changes to work schedules, including the creation of new extended hours schedules, shall be done in a manner consistent with the Collective Agreement.

IV. DECISION

A. Broad Interpretation Principles

Both parties rely on the MOU, the January 30 Letter, and the April 15 Guidelines to support their opposing views on how the 37.5 hour work week implementation process was to have proceeded. After considering the able arguments from both HEABC and HSPBC, there a number of points of contention with respect to the MOU, the January 30 Letter and the April 15 Guidelines. We will address these various points of contention in turn.

Before turning to the specific areas of contention, we start with the basic premise that when reading the documents, it is clear to us that the process contemplated by the parties was one where it was agreed that the previous

work schedules could be amended and changed in a manner that reflected independent departmental requirements rather than broad health authority needs. It is also clear to us that as a general proposition, the parties contemplated a process whereby employees who were to be impacted by schedule changes, would be provided not only with an opportunity to propose a work schedule, but also be provided with the courtesy of a response by the Employer to any proposed schedule within certain mandatory time frames.

At the end of the day, we find that the Employers were within their right to eliminate schedules of choice, such as a nine day fortnight schedule. Prior to changing any schedules, employees should have been afforded the opportunity to understand the schedule change for their department/work unit; respond with alternative schedules; have the chance to hear if and why their proposed schedule would or would not be a viable option; and, finally have the negotiated time in order to make the necessary lifestyle changes associated with the new schedule (child care, for example).

With those general points, we turn to the specific points of contention between the parties.

B. Specific Interpretation Principles

(i) The MOU

The MOU, dated January 30, 2013, is a straightforward document that was negotiated for the purpose of allowing work schedules to move to a 37.5 hour work week. In negotiating this significant change, the parties expressly agreed that the move to a 37.5 hour work week would not result in any layoffs for health science professionals and would be done in a manner that minimized the impact of the changes. The MOU specifically identifies options that would minimize the impact of the transition and concludes that the parties agree to develop a process.

(ii) <u>The January 30 Letter</u>

Ms. Hook also sent Ms. Meyers the January 30 Letter. That letter confirms the agreement on the application of certain provisions of the Collective Agreement relating to the implementation of the 37.5 hour work week.

At issue between the parties in many Category 4 and Category 6 grievances is the third bullet in the January 30 Letter. That bullet reads:

- When implementing the 37.5 hour work week, employers can make changes to or eliminate existing EDO/ATO schedules (including 9 day fortnights) without following the process set out in Appendix 6, subject to the following:
    - such changes shall not take effect prior to the date of implementation of the 37.5 hour work week at the Employer;
    - changes to existing EDO/ATO schedules will be done on an individual department/work group basis (i.e., not health authority-wide);
    - Employers will give 90 days notice (or a mutually agreed lesser amount) to the affected work group rather than 30 days as required under Appendix 7;
    - the provisions of the MOU re: Transition to 37.5 Hour Work Week will apply; and
    - no new overtime waiver will be required where changes relating to implementation of the 37.5 hour work week are made to Extended Work Day/Week schedules, including to any work schedule with shifts between 7.2 and 8 hours where the employees did not need to sign an overtime waiver under the current and/or previous Collective Agreement(s). If the employees continue to work a 9 day fortnight or any other Extended Work Day/Week schedule, they are deemed to have signed the overtime waiver.

The parties expressly agreed to follow a process to make changes to or to eliminate existing EDO/ATO schedules that were different than the process previously outlined in Appendix 6. We agree with HEABC that the process negotiated was clearly intended to be much simpler and expeditious than the process described in Appendix 6 of the Collective Agreement.

As stated in the third bullet, any changes to the EDO/ATO schedules were agreed to be done "…on an individual department/work unit basis (i.e., not health authority wide)". There is disagreement between the parties as to the definition of individual department/work unit. Given the parties specifically give as the example that the individual department/work unit is not "health authority wide", it is our opinion that the language states that the changes to existing EDO/ATO schedules will be done on a smaller, departmental scale. For practical purposes, we would have expected department/unit managers to have looked at their existing schedules to see who was in the department or work unit at the time that the 37.5 hour work week was being considered (as well as employees who would be in the department or work unit to cover situations such as vacation scheduling or covering for employee illness). In our opinion, it would be these employees that should have been included in any department/work unit analysis.

(iii) <u>The April 15 Guidelines</u>

The April 15 Guidelines describe the process for implementing the new 37.5 hour work week schedules. The first three points in the Guidelines reiterate former documents and agreements. The fourth point of the April 15 Guidelines make clear that there are two possible outcomes after the new 37.5 hour work weeks are developed. As stated in the document, the two possibilities are:

a. Current extended hours schedules (including those formerly referred to as EDO, ATO, etc.) may be eliminated

b. Current extended hours schedules may be modified into similar or different extended hours schedules.

The fifth point of the April 15 Guidelines is worth specific consideration. The fifth point reiterates that the new schedules will be considered and implemented by department/work unit. Again, the language contemplates that this process would not be occurring at a macro, health authority level but at a micro, departmental level. The fifth point states the following:

5. In establishing the new schedules, the parties agree that the following procedures will be followed at the affected department/work-unit with the assistance of Union stewards or representatives if required:

    a. The Employer must give the Union and the affected employees an outline of its service delivery objective(s) (e.g. service days and hours). The Employer may propose a specific work schedule which meets its objective(s).

The first sentence in Part 5(a) is mandatory as the Employer is directed to give both the Union and the affected employees in the department/work unit an outline of its "service delivery objectives". There was considerable debate as to the meaning of "service delivery objective(s)". We find that the parties, in the April 15 Guidelines, expressly provide a clear example of what a "service delivery objective" would encompass: service days and service hours. It is our opinion that if the Employer provided the Union and affected employees an outline of its service days and service hours, or similar service delivery descriptions that provided the affected employees with an understanding of the Employer's service requirements, the Employer would have met the stated requirements of the negotiated Guidelines. We reiterate that this process was

intended to be relatively straightforward, as evidenced by the parties' own example of what constitutes "service delivery objective", the descriptions of the "service delivery objectives" was not intended to be unduly complicated.

The second sentence in section 5(a) is optional, but an Employer had the discretion to propose a specific work schedule to its affected employees:

> 5. In establishing the new schedules, the parties agree that the following procedures will be followed at the affected department/work-unit with the assistance of Union stewards or representatives if required:
>
> …
>
> b. The Employer must give the employees a reasonable opportunity (at least 2 weeks) to propose a work schedule or, if the Employer proposed a work schedule, provide a response or alternative to the Employer's proposed schedule.

The time limits in section 5(b) are mandatory. Further, this provision contemplates that there would be an opportunity for employees to have input into the schedule, after they had an opportunity to consider the service delivery objectives provided by the Employer. In our opinion, it would be wrong for the Employer at this stage to be unwilling to accept work schedule proposals emanating from the employee group.

> 5. In establishing the new schedules, the parties agree that the following procedures will be followed at the affected department/work-unit with the assistance of Union stewards or representatives if required:
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> …
>
> c. The Employer must consider any proposals which the employees put forward and, if the proposal is rejected, provide and explanation in light of its service delivery objectives.

Again, section 5(c) is mandatory language and it requires that employee proposals are considered and, we agree with the HSPBA that such proposals should have been considered in good faith. Further, this section mandates that if the employee proposals are rejected, the reasons for rejecting them are articulated by the Employer – and we find that this could be articulated either in writing or verbally.

In our opinion, this is the most important provision of the April 15 Guidelines because it is a provision which asks the Employer to consider, with an open mind, the ideas of its employees and then, if the ideas are not workable, to provide reasons why the employee proposal was not accepted. It would not be sufficient to meet the requirements of this section for the Employer to simply advise employees that the proposal was not acceptable as the provision expressly requires that the Employer provide an explanation of any rejection to the employee or employees "in light of its service delivery objectives". This provision provides the Employer with the opportunity to demonstrate to its employees not only that their ideas were heard, but with the opportunity to also explain why such ideas would not be implemented, or whether the ideas could possibly be amended with some modifications.

The final sections of the April 15 Guidelines identify the hours that should make up the new work schedules, set mandatory timelines for commencing and completing the process and make it clear that the changes to the work schedules to implement the 37.5 work hours satisfy any section 54 *Labour Relations Code* requirements. Those provisions state:

> 6. A 52 week scheduling period (1950 hours) shall be used for the purpose of developing work schedules. This does not alter any rights or entitlements of employees under the Collective Agreement.

7. The Employer may commence the process set out in paragraph 5 above as soon as possible but no later than 60 days prior to implementation of the 37.5 hour work week and must complete the process no later than 30 days prior to implementation of the 37.5 hour work week.

8. The parties agree that the process set out above is considered to satisfy the requirements of section 54 of the Labour Relations Code, if it applies.

9. Following implementation of the 37.5 hour work week, any changes to work schedules, including the creation of new extended hours schedules, shall be done in a manner consistent with the Collective Agreement.

C. The Principles Applied

(i) BMET

The Unions allege that this implementation of the BMETs to a 37.5 work week is as an example of a violation of Category 4 grievances. BMETs are biomedical engineering technologists. Providence Health Care is the Employer of the BMETs in the Lower Mainland and their responsibilities include pre-purchase consulting, maintenance and disposal of equipment and staff education. The BMET service is one of several services that were consolidated across the Lower Mainland and approximately 70 BMETs have been working a traditional 5 day work week, while the remaining BMETS (approximately 90) have been working extended hour schedules. We understand that there are approximately 22 BMET teams working throughout the Lower Mainland who report to managers and directors who then report to the Executive Director of the BMET Department. The HSA takes issue with the following with respect to the BMET process:

- The schedules were revised on a global basis, with Mr. Buck determining one schedule for the entire "lower mainland BMET team" rather than by work group as required by the January 30, 2013 agreement

- The Employer used the implementation of the 37.5 hour work week as an opportunity to increase service hours at some sites, and to get rid of nine-day fortnights
- The Employer did not provide employees with an outline of service delivery objectives
- The Employer refused to consider the alternative schedules put forward by employees and did not provide any reasons for rejecting those schedules
- The Employer did not consider any other options besides getting rid of nine-day fortnights.

HEABC argues that the service delivery objectives were provided by way of a schedule sent of June 17, 2013 and reflect departmental and local team input. The Employer followed up explaining that the service delivery objective was to maximize employees scheduled Monday to Friday. HEABC argues that the Employer met with staff in a series of meetings and altered some of the schedules to meet operational needs, but would not agree to preserve extended hours as they were inconsistent with the service delivery objectives.

With respect to the BMET team, we have a couple of concerns. First, it appears that the schedules were developed for the entire Lower Mainland consolidated group. Although it is relevant that the BMET team is a consolidated unit, the MOU and accompanying documents make it very clear that the 37.5 work week implementation process is to occur at a micro, departmental leave and not a macro level. It does not seem impossible, in our opinion, that some of the BMET employees could work different hours in different locations and meet client service needs. Second, we are concerned based on the documents presented by the Employer that the decision to move universally to a five day work week was already pre-determined, irrespective of employee proposals or employee participation in the implementation process.

As such, in this case, we order the Employer and the Union to meet and discuss possible remedies to these procedural breaches. If remedies cannot be mutually agreed upon, we order that the current schedules continue and that Providence Health Care re-do the implementation of the 37.5 work week process.

(ii) The Provincial Health Services Authority – BC Cancer Agency (Fraser Valley Cancer Centre Pharmacy)

The Union submits that in rolling out the 37.5 hour work week, the Employer did not work with the Union or employees to develop a new shift schedule and did not consider the proposed schedule presented by the employee group. Further, the Union asserts that the Manager, Ms. Roe, indicated that no schedules other than a 5 day work schedule would be considered, although a five day work week schedule was not necessary and, in the Union's submission, it was alleged that the new schedule actually reduced operating hours and increased operational difficulties.

HEABC disputes all of the above. Specifically, it was argued that Ms. Roe actively worked with employees and the Union and that she was very open to receiving employee proposals. In fact, when she received employee proposals, she went to great lengths on her own time to consider and respond to the suggested schedules. Ms. Roe was able to provide with some detail as to why the proposed shift schedules did not meet the service delivery requirements. In the end, the nine day fortnight schedule was eliminated.

This is a primary example of where the Employer did follow the MOU and accompanying documents. The Employer analyzed its service goals, presented a work schedule to its employees, received and considered the employee proposals and then explained why the employee proposals did not meet the service delivery objectives. We find that the Employer fully complied with its process obligations: it worked with the Union and employees throughout the

process and, although employees were not happy to lose the nine day fortnight schedule, that was certainly one of the options negotiated by the parties during collective bargaining. We find that the Employer was not in breach of the process requirements and, as such, we order that the Union withdraw the grievances relating to the Provincial Health Services Authority – BC Cancer Agency (Fraser Valley Cancer Centre Pharmacy).

(iii) The QRT

The Quick Response Team ("QRT") department is a group comprised of a number of health professionals employed in the Vancouver Island Health Authority. HSPBA cites a number of issues with the implementation process in the QRT but the two major issues were that the Employer allegedly used this process to address a budget shortfall and the Employer did not meet the required timelines, as set out in the Guidelines.

HEABC conceded in its submission that the Employer did not meet the timelines in point 7 of the April 15 Guidelines, but argued that the timelines could not be adhered to in the circumstances given the budget issues engaged in this particular example. As for the budget issue, HEABC argues that through this process, the department discovered it was operating with unfunded FTE unbeknownst to the manager and that the budget issue had to be addressed as part of this process and the schedules had to be reconsidered in light of this relevant information. HEABC submits that the Employer did not use this process to change its budget, but that it had an obligation to respond to the discovery that it had been working beyond the budged FTE and that in implementing the 37.5 work week, it had to come into line with the actual FTE budget.

In meeting with the parties on March 12, 2014, the issue of the QRTs was discussed by the Employer and Union. We commend the parties for negotiating a settlement to the grievances. Clearly, the mandatory timelines

were breached by the Employer and, as such, there were issues with the process. Further, we were concerned that the process was used by the Employer to correct a budget deficit, which we do not believe was intended by the parties in negotiating the 37.5 work week during bargaining. It is our opinion that the 37.5 hour work week implementation process should not be used by the Employer to address other workplace issues, including those that would fall under section 54 of the *Labour Relations Code*.

To be clear, we are not suggesting that the Employer ignore workplace issues that were discovered as part of this process, such as the budget shortfall in the QRT, but those operational issues should have been addressed by the parties outside of the 37.5 work week process, if possible. Or, at a minimum, if the operational issues were inextricably linked to the implementation of the 37.5 work week, that the Employer would have worked very closely with the Union, and with full transparency, to problem solve such workplace issues.

That said, we again commend the Vancouver Island Health Authority and the HSA as this transparency and good faith joint problem solving was demonstrated during the mediation.

D. The Process Moving Forward

We order that the parties consider all of the outstanding grievances filed in light of principles enunciated above. We order that the parties carefully and in good faith review all the outstanding grievances, both policy and individual, within 45 days of the date of this decision.

If it is assessed by a Union or Unions within the 45 day period that a grievance or grievances should be withdrawn, we order that the Union withdraw the grievance on a without prejudice basis within that 45 day time frame. If it is assessed by an Employer within the 45 day period that the

implementation of the 37.5 hour work week was indeed flawed, we order that Employer write to the Union or Unions within 45 days of the date of this decision to confirm that the Employer would like to meet with the affected Union representative(s) to discuss remedy. Such meetings should be held within 15 business days from the date that the Employer confirms in writing that such a meeting is requested, or any period agreed between the parties, and the parties should canvass how to most effectively remedy the situation.

It is anticipated that the remedies will be varied and any remedy jointly agreed to by the parties during this process will be without prejudice and precedent to future grievances between the parties. If a remedy cannot be jointly agreed to by the parties at this stage of the process, it is ordered that the affected employees continue with the current shift schedules and the Employer re-do the process in accordance with the MOU, the January 30 Letter, the April 15 Guidelines and this decision.

After the parties have analyzed the grievances and followed the process above, it is anticipated that parties may have a number of grievances left unresolved. With those that are left unresolved, we order the following:

i. The parties jointly compile the list of outstanding grievances and identify them as either Category 4 and/or Category 6 grievances;

ii. The parties participate in binding expedited mediation/arbitration with either Vince Ready or Corinn Bell based on availability. The mediation/arbitration process will proceed as follows:

   a. The parties, in consultation with the mediator/arbitrator, will agree on expedited hearing dates at locations throughout the province.

   b. The parties agree to exchange written submissions on the facts of each grievance or groups of grievances that are no more than 5 pages in length (double spaced) at

least 5 business days prior to the expedited hearing date. The written submissions will also be shared with the expedited arbitrator within the same time frame.

c. The parties will present the facts of the grievance at the expedited arbitration hearing and each party will have a maximum of 30 minutes for their presentation. The parties may bring participants to the hearing, such as the grievor or the decision maker, who may present their position at the hearing or respond to questions posed by the expedited arbitrator. The total hearing time for each grievance or group of grievances will be one hour, following which the expedited arbitrator will hold discussions with the parties with a view of resolving the dispute on a without prejudice basis.

d. At any hearing under this process it is the expectation that the hearing will proceed based on the specific facts of each case and the decision of the arbitrator will be rendered on those facts only, without the need to lead any evidence other than what is contained in the parties' briefs referred to above.

e. The expedited arbitrator will hear multiple grievances or groups of grievances in a day or over a period of scheduled days. The expedited arbitrator will issue a brief written decision (no more than one page in length) for each grievance or groups of grievances within 20 business days of the expedited hearing date.

f. The expedited arbitrator has the jurisdiction to award a variety of remedies to respond to any grievances, including, but not limited to dismissing the grievance, requiring the Employer re-do the implementation of the MOU, or awarding individual or group compensation.

g. The expedited decisions will be binding on the parties, but will not be of any precedential value going forward.

The mediators/arbitrators will retain the necessary jurisdiction to resolve any matters arising out of the implementation of this award.

Dated at the City of Vancouver in the Province of British Columbia this 7th day of April, 2014.

Vincent L. Ready

Corinn Bell