

**BRITISH COLUMBIA REGIONAL OFFICE**

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## *Workload for members of the HSPBA*

Excerpts from Collective Agreement:

### **38.05 Workload**

#### **Workload Dialogue**

- (a) *An employee who believes that their workload is unsafe or consistently excessive shall discuss the issue with their immediate supervisor, who will provide interim direction for temporary management of the issue.*
- (b) *If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:*
- 1. within seven (7) working days, acknowledge receipt of the written concern and provide an anticipated time for a response. Should the anticipated response time change, the immediate supervisor or other employer representative shall advise the employee;*
  - 2. perform an assessment of the issue raised within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context; and*
  - 3. respond to the employee in writing upon conclusion of the assessment.*

#### **Workload Dispute Resolution**

- (c) *If the issue is not resolved after completion of the process outlined in Article 38.05 (a) and (b), the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved through step three (3) of the grievance procedure, it may be referred within twenty-eight (28) days of the step three (3) meeting to a troubleshooter who shall, within ninety (90) days:*
- (a) investigate the difference;*
  - (b) define the issue in the difference; and*
  - (c) make written recommendations to resolve the differences.*

*The Employer shall review and give due consideration to the troubleshooter's recommendations and meet to discuss the next steps with the employee(s) and the Union.*

**MARK HANCOCK**

National President/Président national

**CHARLES FLEURY**

National Secretary-Treasurer/Secrétaire-trésorier national

**DENIS BOLDUC, FRED HAHN, DANIEL LÉGÈRE, KELLY MOIST, MARLE ROBERTS**

General Vice-Presidents/Vice-présidences générales

**NEW ARTICLE – Regularized Relief Positions**

- (a) *The Employer may establish regular relief positions for work which includes but is not limited to leaves of absence, temporary workload, vacation and/or seasonal surges. The Employer shall post and fill these positions in accordance with Article 9 – Vacancy Postings.*
- (b) *A Regular Relief employee is a regular employee who is utilized for work on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite. Where appropriate, a relief employee may be required to perform work at more than one worksite of the Employer.*

These Articles of the Collective Agreement are supported by a new Appendix entitled *Memorandum of Agreement Re: Working Group on Workload* and the Workers' Compensation Act requirements for a Joint Health and Safety Committee and Right to Refuse unsafe work.

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**Exercising these rights, HSPBA members with an unsafe or excessive workload are asked to take the following action:**

1. Discuss the problem with your supervisor. Your supervisor is required to address the issue on an interim basis.
2. If the issue is unresolved, write your supervisor and shop steward. Your supervisor is required to provide a timeline for response to your concerns within seven (7) working days, perform an assessment of the workload issue within a reasonable timeframe and then provide a written conclusion to you.
3. If the issue remains unresolved, work with your shop steward to file a grievance. See document entitled *The Grievance: Separating Fact from Fiction* posted at <https://bcchs.cupe.ca/resources/>.
4. The grievance procedure involves three “steps” or “stages”. If the issue remains unresolved through step 3 of the grievance procedure, your CUPE Local may refer the dispute to a third party troubleshooter in accordance with Article 38.05 (c) above.