



2025 – 2029

**Health Services & Support – Community
Subsector Bargaining Association**

**SUMMARY OF
COLLECTIVE AGREEMENT CHANGES**

APRIL 2026

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PREAMBLE

The following sets out the elements of the tentative agreement reached between HEABC and the Health Services & Support – Community Subsector Bargaining Association on February 22, 2026. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Amend the collective agreement by changing the following:

ARTICLE 1 – PREAMBLE

WHEREAS the parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as service users, patients, and staff in BC’s healthcare system, as highlighted in the 2020 In Plain Sight report.

We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

1.1 Purpose of Agreement

The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Rules

In the event that there is a conflict between the contents of this agreement and any rule made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule.

1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*, which prohibits discrimination against a person regarding employment or any term or condition of employment because of the Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or

mental disability, sex, sexual orientation, gender identity or expression, age or conviction of a criminal or summary conviction offence that is unrelated to the employment of that person.

1.5 — Discriminatory Harassment

~~(a) — The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.~~

~~(b) — The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.~~

~~(c) — Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: Indigenous identity, age, race, sex, sexual orientation, ancestry, place of origin, colour, religion, physical or mental disability, marital status, family status, political beliefs, gender identity or expression or conviction of a criminal or summary offence unrelated to employment.~~

~~(d) — Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.~~

1.6 — Sexual Harassment

~~(a) — The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.~~

~~(b) — Sexual harassment includes but is not limited to:~~

~~(1) — a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;~~

~~(2) — sexual advances with actual or implied work-related consequences;~~

~~(3) — unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;~~

~~(4) — verbal abuse, intimidation, or threats of a sexual nature;~~

~~(5) — leering, staring or making sexual gestures;~~

~~(6) — display of pornographic or other sexual materials;~~

~~(7) — offensive pictures, graffiti, cartoons or sayings;~~

~~(8) — unwanted physical contact such as touching, patting, pinching or hugging.~~

~~(c) — This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.~~

~~(d) — Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.~~

1.7 — Procedure for Filing Complaints

~~(a) — An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the employer designate.~~

~~(b) — All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.~~

~~(c) — The Employer shall investigate the allegations within 30 days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.~~

~~(d) — Both the complainant and the alleged harasser shall be entitled to union representation if they are members of the bargaining unit.~~

~~(e) — Disputes resulting from actions under this article may be submitted to expedited arbitration under Article 9.8 (Expedited Arbitration), where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.13 (Troubleshooter Process).~~

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1.85 Respectful Workplace

The parties agree to maintain a respectful workplace. The Employer and the Union agree that all employees have the right to work in a respectful workplace free from bullying and harassment, which includes the following prohibited conduct: an environment free from personal harassment.

a) Bullying and harassment that includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.

b) Sexual harassment that includes a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits; sexual advances with actual or implied work-related consequences; unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations; verbal abuse, intimidation, or threats of a sexual nature; leering, staring or making sexual gestures; display of pornographic or other sexual materials; offensive pictures, graffiti, cartoons or sayings; or unwanted physical contact such as touching, patting, pinching or hugging. This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

c) Discriminatory harassment that includes harassment based on the protected grounds in the Human Rights Code.

~~The parties agree to maintain such an environment.~~

The protection against bullying and harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

~~The Employer~~~~To this end, each employer~~ will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to bullying or harassment, including humiliation or intimidation. These policies will be accessible to employees staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process. Employees who report a

complaint under such a policy may bring a support person (who may be a union steward) to an interview conducted by the employer as part of any formal investigation undertaken by the employer in response to the complaint so long as this does not result in an undue delay to the investigation process.

~~Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.~~

1.6 Respectful Workplace Complaints

(a) An employee who wishes to pursue a concern arising from an alleged bullying or harassment may register a complaint with the Employer or through the Union to the employer designate.

(b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

(c) The Employer shall conduct an intake with the complainant within 15 calendar days and, within a further 45 calendar days, investigate and respond to the allegations within 30 days. The Employer shall notify the complainant, the respondent, and the Union (if involved) in writing upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take. Any actions that may be taken are subject to both the Collective Agreement and relevant legislation.

(d) ~~Both the complainant and the alleged harasser~~ The respondent shall be entitled to union representation if they are members of the bargaining unit.

(e) After the conclusion of any right to appeal pursuant to the Employer's Respectful Workplace Policy, ~~Disputes~~ resulting from actions under this article may be submitted to expedited arbitration under Article 9.8 (Expedited Arbitration), where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this article, and the complaint pertains to conduct of an

employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.13 (Troubleshooter Process).

(f) The parties agree that substantiated cases of bullying or harassment may be cause for discipline, up to and including dismissal.

1.97 Trans Inclusion

The Employer and the Union recognize the rights of employees who are transgender, non-binary, and two-spirit to work in an environment that protects their safety and privacy in accordance with MOA# 37 Re: Trans Inclusion.

Amend the collective agreement by changing the following:

ARTICLE 4 – CHECK-OFF AND UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the Union ~~in accordance with Article 4(j) and not~~ no later than 28 days following the end of the pay period month in which the deduction was made. Health Authorities/PHC (and Affiliate Employers with the capability to do so) shall remit union dues via Electronic Fund Transfer (EFT). ~~and the~~ The Employer shall also provide the following information for each employee:

- Employer name
- Pay period type (monthly, semi-monthly, biweekly, etc.)
- Pay period number
- Pay period end date
- Unique Employee ID

- Employee surname and first name
- Employee number, if applicable
- Home worksite or program
- Collective agreement employer
- Job classification
- Status (regular full-time, regular part-time, casual)
- Gender
- Gross pay
- Dues amount deducted
- Telephone number as submitted by Employee
- Home address as submitted by Employee.

The parties recognize the confidentiality of the information contained in this list.

(e) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

(f) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(g) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(h) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

~~(i) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.~~

~~(j) Where the Employer has the capability to do so, it will submit union dues remittance by Electronic File Transfer (EFT) and will include:~~

~~Employer name~~

~~Pay period type (monthly, semi-monthly, biweekly, etc.)~~

~~Pay period number~~

~~Pay period end date~~

~~Pay period pay date.~~

Amend the collective agreement by changing the following:

ARTICLE 7 – EMPLOYER/UNION RELATIONS

7.3 Technical Information

~~The Employer agrees to provide to tThe Association the following information relating to employees in the bargaining unit may request from HEABC information required by the Union to represent employees in collective bargaining purposes.:~~

- ~~• list of employees and status;~~
- ~~• gender;~~
- ~~• job titles;~~
- ~~• job descriptions; —~~
- ~~• wage rates;~~
- ~~• seniority list or service dates;~~
- ~~• summary of benefit plans (medical, dental, wage indemnity, pension, etc.)~~

~~The Association may request other information it requires from the Employer.~~

Amend the collective agreement by changing the following:

7.6 Worksite Address

The Employer will provide the Union with ~~the street~~ a physical address for ~~each~~ the worksites and programs referenced in Article 4(d) (Check-Off and Union Dues) on an annual basis.

Amend the collective agreement by changing the following

ARTICLE 8 – GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step One

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step Two.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step Two of the grievance procedure, in the manner prescribed in Article 8.4 (Step Two), not later than 21 calendar days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step Two

Subject to the time limits in Article 8.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step Two

- (a) Within 14 calendar days of receiving the grievance at Step Two, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

8.6 Step Three

~~The union designate may present, or meet with the employer designate to discuss, the grievance and the proposed remedy at Step Three:~~

The employer designate and the union designate shall meet to discuss the grievance and provide each other with a statement of facts, relevant documents and/or evidence, and proposed remedy at this step:

- (a) within 21 calendar days after the Step Two decision has been conveyed to ~~them~~ the union designate by the employer designate; or

- (b) within 21 calendar days after the employer designate's reply was due.

8.7 Time Limit to Reply at Step Three

The employer designate will respond in writing to the Union within 21 calendar days of the Step Three meeting receipt of the grievance at Step Three.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step Three, and pursuant to this article, the Union may submit the dispute to arbitration or expedited arbitration under Article 9 (Arbitration) or 8.13 Troubleshooter. Such referral shall be done within:

- (a) 30 calendar days after the employer designate's decision has been received, or
- (b) 30 calendar days after the employer designate's decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven calendar days after the date of dismissal or suspension, to initiate a written grievance in accordance with Article 8.4 (Step Two). Within seven calendar days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven calendar days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven calendar days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, either party may submit a grievance in writing to the other party within 60 calendar days of either party becoming aware of the policy dispute. The employer designate shall meet the union designate to discuss the grievance within 30 calendar days of the submission of the grievance. Where no satisfactory agreement is reached, the dispute may be submitted to arbitration by either party within 30 calendar days of the meeting.

8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent

of the parties.

8.12 Technical Objections to Grievances

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 Troubleshooter Process

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement,

Chris Sullivan	Judi Korbin
Dalton Larson	Paula Butler
Yuki Matsuno	Sarah Forte
<u>Brett Matthews</u>	<u>Sarah Lumsden</u>
<u>Michael Oland</u>	<u>Najeeb Hassan</u>
<u>Jessica Bowering</u>	<u>Trevor Sones</u>

or a substitute agreed to by the parties shall, at the request of either party be appointed on a rotating basis commencing with the first Troubleshooter named. The appointed Troubleshooter will:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within 44 5 calendar days of the date of receipt of the request and for those 44 5 calendar days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to the Troubleshooter only after the completion of Step Three of the grievance procedure except for disputes arising

out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of Articles 2.6 (Recognition and Rights of Stewards), 2.10 (Time Off for Union Business), 18 (Vacation Entitlement), 19 (Education Leave), 20 (Special and Other Leave), 21 (Pregnancy, Parental and Adoption Leave) and 28 (Sick Leave).

ARTICLE 9 – ARBITRATION

Amend the collective agreement by changing the following:

9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other party its desire to submit the difference to arbitration, ~~within:~~ The notification must be provided pursuant to the timelines referred under Article 8.8 (Time Limit to Submit to Arbitration).

~~———— (1) 30 calendar days after the employer designate’s decision has been received; or~~

~~———— (2) 30 calendar days after the employer designate’s decision was due.~~

(b) All referrals to arbitration shall be by certified mail, email, facsimile or courier.

Amend the collective agreement by changing the following:

9.2 Assignment of Arbitrator

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within two weeks, assign an arbitrator from the mutually agreed upon list of arbitrators, or a substitute mutually agreed to, and set a date for the hearing.

(b) If no agreement on an arbitrator is reached within two weeks of the grievance being referred to arbitration, an arbitrator shall be assigned as per the letter of agreement regarding the assignment of arbitrators. The letter of agreement contains the process to assign arbitrators and shall only be changed with mutual agreement.

- (c) The parties shall endeavor to develop and maintain a list of acceptable arbitrators which is gender balanced. An arbitrator may be removed from or added to the list by mutual agreement.
- (d) List of named arbitrators:
- ~~Chris Sullivan~~
 - ~~Ken Saunders~~
 - ~~Vincent L. Ready~~
 - ~~Judi Korbin~~
 - ~~Mark Brown~~
 - ~~Corrin Bell~~
 - ~~Koml Kandola~~
 - ~~Bob Pেকেles~~
 - ~~Jacquie de Aguayo~~
 - ~~John Hall~~
 - Chris Sullivan
 - Ken Saunders
 - Corrin Bell
 - Bob Pেকেles
 - Brett Matthews
 - Julie Nichols
 - Koml Kandola
 - Jacquie de Aguayo

Amend the collective agreement by changing the following:

9.8 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 10 workdays;

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- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and
- (10) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

- (b) Those grievances that are suitable for expedited arbitration pursuant to (a) above shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be mutually agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties and will be at a location central to the geographic area in which the dispute arose.
- (c) Once a grievance has an expedited arbitration date the party that bears the onus for the grievance will provide all particulars and documents in their possession relating to the grievance. Disclosure must be provided no later than 30 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. The responding party must provide disclosure no later than 20 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. This requirement does not preclude further disclosure of particulars and documents up to and including the expedited arbitration date.
- (d) After the expedited arbitration date has been set, and no later than 15 calendar days prior to the expedited arbitration date, either party may, upon providing written notification to the other party and to the administrators, remove the matter from expedited arbitration and refer it to arbitration.
- (e) As the process is intended to be informal and non-legal, outside lawyers will not

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be used to represent either party.

- (f) The parties shall make every effort to make use of an agreed to statement of facts.
- (g) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (h) The parties agree to make limited use of authorities during their presentations.
- (i) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (j) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code or a Labour Relations Code provision of similar effect.
- (k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. The expedited arbitrators will be advised to include these statements at the beginning of their reports.
- (l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (n) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.

Gerrin <u>Corinn Bell</u>	Paula Butler	Allison Matacheskie
Mark Brown	Tonie Beharrell	Koml Kandola
Judi Korbin	Elaine Doyle	<u>Najeeb Hassan</u>
Julie Nichols	Chris Sullivan	<u>Brett Matthews</u>
Jacquie de Aguayo	Ken Sanders <u>Saunders</u>	<u>Randy Noonan</u>

- (o) It is not the intention of either party to appeal a decision of an expedited arbitration.

- (p) A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and will meet monthly or more often if necessary for scheduling of expedited hearing dates as outlined in the process in Memorandum of Agreement #23 (Scheduling of Expedited Arbitration).

ARTICLE 10 – DISMISSAL, SUSPENSION AND DISCIPLINE

Amend the collective agreement by changing the following:

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
- (1) written censures;
 - (2) letters of reprimand; or
 - (3) adverse reports.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to resident ~~abuse~~, or patient abuse, Article 1.5 – Respectful Workplace, or Article 1.6 – Respectful Workplace Complaints, the 18-month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and pregnancy/parental leave.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

Amend the collective agreement by changing the following:

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.

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- (b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.
- (d) An employee shall be entitled to review their personnel file electronically only where the electronic file(s) can be delivered to the employee's Employer-domain email address. The Union, with the written authority of the employee, shall be entitled to review the employee's personnel file electronically to facilitate the investigation of a grievance only where the Employer can deliver the personnel file to a Union-domain email address. The employee or the Union shall provide the Employer adequate written notice prior to having access to such file(s).

ARTICLE 11 – SENIORITY

Amend the collective agreement by changing the following:

11.4 Re-Employment and Portability

(a) A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave, and years of service for vacation purposes.

Effective April 1, 2026, a regular employee who voluntarily resigns their employment and within 18 months is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, wage increment step, accumulated sick leave, accumulated special leave, and years of service for vacation purposes.

(b) A regular employee who terminates employment with an employer listed in Appendix 1 (List of Employers) (Employer A), except where dismissed for cause, and is

employed as a regular employee within 90 calendar days with another employer listed in Appendix 1 (List of Employers) (Employer B), shall be required to serve a probationary period in accordance with Article 12.10. Effective April 1, 2026, the 90 day re-hiring period will be increased to 18 months. shall uUpon successful completion of the probationary period, the employee shall be entitled to portability of benefits as specified below:

(1) Wage Increment Step - Length of service as a regular employee with the previous employer in a similar job shall be recognized by the receiving employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service with the new employer.

(2) Vacations - Length of service as a regular employee with the previous employer shall be recognized for the purpose of vacation entitlement.

(3) Sick Leave – Effective April 1, 2026, the employee shall be credited with any unused accumulation of sick leave from their previous employer up to a maximum of 1,170 hours and shall be entitled to sick leave in accordance with the provisions of Article 28.

(4) Special Leave – Effective April 1, 2026, the employee shall be credited with any unused accumulation of special leave credits from their previous employer up to a maximum of 25 days and shall be entitled to special leave in accordance with the provisions of Article 20.3.

(c) Effective April 1, 2026, an employee who voluntarily terminates their employment at Employer A and is employed by Employer B within 18 months is entitled to portability of seniority accumulated at their previous employer upon successful completion of the probationary period.

Employees who are working at two Employers party to this Collective Agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within 18 months of their appointment to the regular position at Employer A (or B) if they want to port their seniority.

The maximum number of combined hours ported under this Article shall not exceed 1950 hours per year. For Community Health Workers, the maximum combined hours ported under this Article shall not exceed 2080 hours per year.

~~(e)~~(d) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than three years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

(e) Effective 60 days after the date of ratification, the Employer will advise a new employee of portability entitlements in accordance with Article 11.4.

Amend the collective agreement by changing the following:

11.6 Previous Experience

(a) Where a new employee does not qualify for wage increment step under Article 11.4, the Employer may recognize previous experience on the basis of one year for every one year of recent relevant experience within the previous seven years for increment step placement on the wage grid.

(b) Where a new employee hired into an Administrative benchmark or a Scheduler benchmark does not qualify for wage increment step under Article 11.4, the Employer may recognize previous experience from a healthcare employer on the basis of one year for every one year of recent relevant experience within the previous seven years for increment step placement on the wage grid.

Amend the collective agreement by changing the following:

ARTICLE 12 – JOB POSTINGS

~~Except for change in Article 12.1(b), the article 12 changes in this article are effective the first pay period after the Implementation Date in the Health Authority Wide Consolidation~~

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MOA (April 29, 2024). ~~Until that date, the previous language from the April 1, 2019 to March 21, 2022 collective agreement shall apply.~~

12.1 Job Postings and Applications

If a vacancy or a new job is created for which union personnel reasonably might be expected to be recruited the following shall apply:

- (a) If the vacancy or new job has a duration of 30 days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than ~~six~~four months, the position shall not be posted and instead shall be filled as follows:
 - (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.9 (Selection Criteria). If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 16 (Overtime), the proposed move shall not be made; or
 - (2) By casual employees, including regular part-time employees registered for casual work in accordance with Article 29.3 (Call-in Procedure).
- (c) Employees shall be entitled to hold temporary vacancies as follows:
 - (1) A regular full-time employee shall only be entitled to hold two temporary vacancies in one calendar year unless the Union and Employer otherwise agree.
 - (2) A regular part-time employee shall only be entitled to hold two temporary vacancies in one calendar year unless:
 - (i) The Union and Employer agree; or
 - (ii) After holding two temporary vacancies in a calendar year, any subsequent temporary vacancy is at least 0.2FTE ~~or more~~ greater than the employee's regular position.

(3) A casual employee shall only be entitled to hold two temporary vacancies in one calendar year unless:

- (i) The Union and Employer agree; or
- (ii) The employee is applying to a temporary vacancy that is 0.2FTE or greater than the employee's current temporary vacancy; or
- (iii) The employee is applying to a temporary vacancy that is expected to have a longer duration at the commencement date of the position than the remaining amount of time in the employee's current temporary vacancy.

Nothing in this section shall prevent an employee from accepting a regular position.

(d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

(e) Community Health Workers

Where the Employer posts a regular position pursuant to Article 15.4(e) (Scheduling of Hours), the following shall apply:

- (1) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more hours exist for three consecutive months and can be scheduled within the following parameters:
 - (i) up to five consecutive days of work; and
 - (ii) a definable period of availability as per Article 15.3 (b) (Shift Schedules);
 - (iii) geographic location.

The position including the salary range, a summary of the job description, the required qualifications, days of work, weekly hours, period of availability, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information. Where the Employer has a current practice to distribute postings it shall be maintained, unless otherwise agreed at the local level.

- (2) The posted weekly hours may be subject to adjustment in accordance with Article 15.4(d) (Scheduling of Hours).

(f) *Float Positions* – Article 14 (Hours of Work and Scheduling)

The Employer may establish at any time regular status float positions under Article 14 (Hours of Work and Scheduling), as it may be operationally more efficient and cost effective to utilize regular float positions for relief work. Further, this matter may be discussed at any time by the Union/Management Committee which shall consider in its deliberations factors such as utilization of casual employees.

Where the Employer establishes float positions, they will be posted in accordance with Article 12.1 (Job Posting and Applications). Float pool employees are entitled to all the provisions of this agreement except Article 14.3 (a), (b), (c), (d), and (f) (Scheduling Provisions). In addition, they shall not be entitled to access work under Article 12.1(b) (Job Posting and Applications) and Article 29 (Casual Employees) at times when they are otherwise regularly scheduled to work.

A float pool employee may be required to work at more than one worksite of the Employer. Where no work is available, employees in float positions shall be utilized productively.

Amend the collective agreement by changing the following:

ARTICLE 13 – LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

13.6 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees. There will be no expansion of contracting in or out within the bargaining unit of the Union as a result of the reduction of FTEs.

The Union is entitled to raise issues related to contracting in or out and the general provision of client care by non HEABC employers at Union/Management Meetings referenced in Article 7.5 Union Management Committee.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING – COMMUNITY HEALTH WORKERS

Amend the collective agreement by changing the following:

15.2 Hours

Except for live-ins and overnights, the hours of work shall be an average of eight hours per day, exclusive of an unpaid meal period or an average of 40 hours per week.

Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.

Effective April 1, 2027, Article 15.2 shall be replaced as follows:

Except for live-ins and overnights (Article 15.14), the hours of work shall be an average of eight hours per day, exclusive of an unpaid meal period or an average of 40 hours per week.

Employees shall not be required at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16.13 (Assignment of Overtime for CHW Employees).

Amend the collective agreement by changing the following:

15.15 Job Fair

Employers may use Article 14.14~~3~~ (Job Fairs) process.

ARTICLE 16 – OVERTIME

Amend the collective agreement by changing the following:

16.12 Assignment of Overtime for Non-CHW Employees

In cases where an Employer has authorized overtime to be working in a non-Community Health Worker role:

(a) The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that ~~both~~ all of the following conditions are met:

(1) The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours. Effective April 1, 2026, 48 hours will be reduced to 24 hours; and

(2) The work being offered is greater than four hours. Effective April 1, 2026, four hours will be reduced to two hours.

For clarity, the work being offered must be accepted in its entire duration.

(b) An eligible employee is one who:

- (1) Is registered to work in the relevant classification and has an active working status at the affected unit or worksite; and
 - (2) Is qualified and oriented to perform the work; and
 - (3) Is able to accept the work without exceeding safe work parameters; and
 - (4) Is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- (c) If no eligible employees accept the overtime offered, the Employer may offer the overtime to any available and qualified employee.
- (d) The Employer may cancel the overtime, without penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.
- (e) If an Employer does not offer overtime hours in accordance with 16.12(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.

Amend the collective agreement by changing the following:

16.13 Assignment of Overtime for CHW Employees

Where a Health Authority, or an Affiliate Employer with greater than 100 FTE Community Health Workers, has authorized overtime to be worked for employees scheduled according to Article 15 (Community Health Workers):

- (a) The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that:
- (1) The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours. Effective April 1, 2026, 48 hours will be reduced to 24 hours. For clarity, the work being offered must be accepted in its entire duration.
- (b) An eligible employee includes one who:
- (1) The overtime offered occurs during a period which the employee has indicated they are available to work in accordance with employer policy;
 - (2) Meets specific client needs as set out in Article 15.4 (b);
 - (3) Is assigned to the geographic location;

- (4) Is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- (c) If no eligible employees accept the overtime offered, the Employer may offer the overtime to any qualified employee.
- (d) The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.
- (e) The Employer may offer overtime to those employees available to work at time and one-half rate of pay before offering the work to employees who would be paid at double-time.
- (f) If an Employer does not offer overtime hours in accordance with 16.13(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.
- (g) The Employer shall be transparent by providing all employees and the Union with access to information regarding how overtime will be offered and communicating any changes to the overtime process in a timely manner.

Amend the collective agreement by changing the following:

ARTICLE 17 – PAID HOLIDAYS

17.9 Qualifying for the Holiday – Community Health Workers

Employees classified as regular Community Health Workers will receive 5% of straight time pay in lieu of paid holidays.

Effective April 1, 2026, regular Community Health Workers who hold a position of 40 hours per week shall qualify for all provisions of Article 17 that a regular full-time employee scheduled under Article 14 is entitled to. Any such employee shall receive paid time off for holidays instead of pay in lieu of paid holidays.

ARTICLE 18 – VACATION ENTITLEMENT

Amend the collective agreement by changing the following:

18.1 Annual Vacation Entitlement

All employees shall be credited for and granted vacations earned up to July 1st of each year, on the following basis:

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(a) New employees who have been continuously employed at least six months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six months prior to July 1st will receive a partial vacation after six months' service based on the total completed calendar months employed to July 1st.

(b) Effective July 1, 2023, employees with one or more years of continuous service shall earn the following vacation with pay:

Years of Continuous Service	Workdays <u>Hours</u> of Vacation	Percent of Straight-Time Pay
One to four	16 <u>124.8</u>	6.4%
Five	20 <u>156</u>	8%
Six to nine	24 <u>163.8</u>	8.4%
10	25 <u>195</u>	10%
11 to 14	26 <u>202.8</u>	10.4%
15	30 <u>234</u>	12%
16 to 19	31 <u>241.8</u>	12.4%
20	35 <u>273</u>	14%
21 or more	36 <u>280.8</u>	14.4%

This provision applies when the qualifying date occurs before July 1st in each year.

No current employee will have their vacation reduced as a result of implementation of this provision.

(c) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year (July 1st - June 30th).

(d) Except where the Employer's current practice provides for employees to access annual vacation in excess of earned credits or where the Employer agrees to adopt such a practice under this agreement, employees shall not be entitled to access annual vacation in excess of earned credits.

Amend the collective agreement by changing the following:

18.3 Splitting of Vacation Periods

Annual vacation for employees with 10 days' vacation or more shall be granted in one continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

- (a) the Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) at least one block of vacation shall be at least five days in duration.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Notwithstanding the above, employees may hold back up to five days vacation in the annual vacation planning process. Employees shall submit their request to schedule the held back vacation by August 1 of each year. For any requests to schedule held back vacation, employees shall make every reasonable effort to provide at least two weeks' notice.

Remaining hold back vacation requests shall be granted in the order they are received. If competing requests are received on the same day, requests shall be processed by seniority. The granting of hold back vacation is subject to operational requirements.

Annual vacations for employees with less than 10 workdays' vacation shall be granted in one continuous period.

Changes requested in selected vacation periods for bereavement reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

Amend the collective agreement by adding the following:

ARTICLE 19 – EDUCATION LEAVE

19.5 FOODSAFE Level 1 Refresher Course

Effective the first pay period after April 1, 2026, where an employee is required to maintain a FOODSAFE Level 1 Certificate as a condition of continued employment, the Employer shall pay or reimburse the employee for the FOODSAFE Level 1 Refresher course fee and compensate the employee for 1.5 hours at straight-time to complete the course. Payment shall be due upon successful completion of the course. The fee reimbursement shall not be prorated.

ARTICLE 20 – SPECIAL AND OTHER LEAVE

Amend the collective agreement by changing the following:

20.3 Special Leave

(a) A regular employee shall earn special leave credits with pay up to a maximum of 25 days (i.e., 187½ hours for employers where the full-time workweek is 37½ hours per week) at the rate of one half day (i.e., 3.75 hours for employers where the full-time workweek is 37½ hours per week) every four weeks (i.e., 150 hours for employers where the full-time workweek is 37½ hours per week).

(b) Employees covered by collective agreements with an annual entitlement for special leave shall have that entitlement credited to the bank and shall accumulate in accordance with (a) thereafter.

Special leave credits may be used for the following purposes:

- (1) marriage - five days;
- (2) parental leave for a non-birthing parent - one days;
- (3) serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days at any one time;
- (4) leave of one day may be added to three days' bereavement leave;
- (5) leave of three days may be taken for travel associated with bereavement leave;

- (6) adoption leave - one day.
- (7) domestic violence - up to three days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.
- (8) Effective April 1, 2026, travel to and from a personal medical appointment where the travel is greater than 100 kilometers or requires travel by ferry – one day;
- (9) Effective April 1, 2026, attendance at the employee's Canadian citizenship ceremony – one day per lifetime.

Amend the collective agreement by changing the following:

20.8 Ceremonial, Cultural, Spiritual and Bereavement, and Special Leave for Indigenous Employees

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural, or spiritual practice event under this section includes any practice, tradition, or event that is significant to an Indigenous employee's culture. Examples of significant cultural practices, traditions, and events include, but are not limited to, Hooyiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts, traditional hunting/food harvesting or medicine gathering, ~~or~~ ceremonies held following a significant family event (including the death of a family member), or Indigenous Commemoration Events as defined below.

Indigenous Commemoration Events under this provision are gatherings that are for the purpose of commemorating, grieving, or recognizing historic, ongoing, and/or newly arising significant events that affect or have affected Indigenous peoples. For example, these could include (but not be limited to):

- Events commemorating missing and disappeared children and unmarked burials.
- February 14: Women's Memorial March
- May 5: Red Dress Day
- October 4: National Day of Action for MMIWG2S+

“*Immediate family*” for the purposes of accessing Bereavement leave under Article 20.1 or Special leave under Article 20.3 includes an Indigenous employee’s parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling , step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent’s sibling, parent’s sibling’s child, an Indigenous elder*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

* An Indigenous elder is designated as such by their community.

Entitlement to Ceremonial, Cultural, and Spiritual Leave

(a) ~~Effective April 1, 2022, a~~An Indigenous employee may request up to ~~five~~two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual practice event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee’s entitlement to leave under Article 20.1 - Bereavement Leave as applicable (and per the expanded definition of “*immediate family*”, above). Effective the first pay period after April 1, 2026, the number of days shall be increased to six (6) days per calendar year. ~~The number of days shall be increased to five days per calendar year effective January 1, 2023.~~

(b) Where an Indigenous employee requires more than the days of leave in (a) above for a ceremonial, cultural, or spiritual practice event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of “*immediate family*”, above).

(c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual practice events, the employee will provide as much advance notice to the Employer as possible; for unexpected ceremonies or practice events, the employee will make every effort to provide at least seven calendar days’ notice of the leave.

ARTICLE 21 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

Amend the collective agreement by changing the following:

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks (or 61 consecutive weeks in the case of a birthing parent who takes leave under Article 21.1 [Pregnancy Leave]) without pay.

~~(b) Where parents of the same child are employees of the Employer, the employees shall determine the apportionment of the 62 weeks' (or 61 weeks in the case of a birthing parent who has taken leave under Article 21.1 [Pregnancy Leave]) parental leave between them.~~

~~(c)~~—An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b) (Pregnancy Leave). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

~~(c)(d)~~ Upon application, employees will be granted parental leave as follows:

(1) in the case of a birthing parent, immediately following the end of the Pregnancy Leave taken under Article 21.1 (Pregnancy Leave), unless the Employer and the employee agree otherwise;

(2) in the case of a non-birthing parent following the birth of their child and within the 78-week period after the birth date. A “*non-birthing parent*” is defined as the parent who did not give birth to the child, and/or spouse of the birthing parent, including common-law spouse as defined in Definition No. 9;

(3) in the case of an adopting parent, following the adoption of the child and within the 78-week period after the date the adopted child comes into the actual care and custody of the parent.

~~(d)(e)~~ If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

Amend the collective agreement by adding the following:

21.4 Leave for Indigenous Child Care

Effective April 1, 2026, an employee who has an established relationship with or has a cultural or traditional responsibility towards an Indigenous child and who is authorized to provide daily care for the Indigenous child in place of the child's parent(s) by either:

- (a) an Indigenous governing entity; or
- (b) the Ministry of Children and Family Development (specifically as a kinship care provider)

may request up to 62 consecutive weeks of unpaid leave to provide care of the Indigenous child and to ensure familial, cultural, and community continuity. Upon request, employees will be granted leave. For clarity, a worker who is a foster caregiver of an Indigenous child does not qualify for this leave unless the employee has also been authorized to care for the child specifically under (a) or (b) above.

An "Indigenous child" means a person:

- (a) who is under 19 years of age, and
- (b) who is a First Nations child, a Metis child, or an Inuit child, and includes:
 - a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
 - a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

An employee who intends to return to work on or before completion of the 62 consecutive weeks leave will notify the Employer as soon as possible but no less than fourteen days' notice of their return. Upon return to work, the employee will continue in their former position.

Employees taking leave under this provision will be deemed to have continuous employment and will receive any benefits and accruals that they would be entitled to if they were on pregnancy or parental leave (excluding any supplemental employment benefits).

Amend the collective agreement by changing the following:

21.45 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 25 (Health Care Plans). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent ~~where the employee elects to pay their share of the cost of the plans.~~

Amend the collective agreement by changing the following:

21.56 Reinstatement

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13 (Labour Adjustment and Technological Change).

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Subsection (a).

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

Amend the collective agreement by changing the following:

22.1 Statutory Compliance

(a) The Employer and employees recognize the need for a safe and healthy workplace and agree to take appropriate measures in order that risks of accidents, injuries, fatalities, and/or occupational disease are reduced and/or eliminated.

(b) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

(c) The Employer and the Union agree to adhere to the provisions of the *Workers Compensation Act* and other related regulations including requirements to have an

occupational health and safety program. There shall be full compliance with all applicable ~~statutes~~ legislation and regulations pertaining to the working environment.

Amend the collective agreement by changing the following:

22.3 Joint Occupational Health and Safety Committee

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers Compensation Act. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

The Union agrees to actively pursue with the other Health Care unions, where more than one union is certified with the Employer, a joint union/employer committee for the purposes of the Occupational Health and Safety Regulations.

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee, including time that is reasonably necessary to prepare for Committee meetings pursuant to the *Workers Compensation Act*. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

The Employer shall make reasonable efforts to provide relief coverage when deemed necessary by the Employer. Verbal reasons for not providing relief coverage will be provided upon request.

(c) The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Trouble shooter for a written recommendation.

(d) The Joint Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board and/or other sources to provide information to the committee members in relation to their role and responsibilities.

(e) The Committee will assist in increasing the awareness of all staff employees on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Joint Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all employees staff.

(f) The Employer, in consultation with the Joint Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

(g) The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, sufficient staffing, and in-services/team meetings. The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to make recommendations on these measures, supported by available resources (e.g., from WCB).

(h) The Joint Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

(i) As per the Workers Compensation Act, employees who are members of the Committee shall be entitled to annual educational leave. Employees who are members of the Committee shall be granted this leave without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of the education. This education entitlement may include Employer, Union, WCB, or other externally-provided training.

(j) The Employer will consult with the Union(s) when making a proposal to WCB WorkSafeBC for a variation to Joint Occupational Health and Safety Committee requirements under the Workers Compensation Act.

(k) Occupational health and safety includes both physical and psychological health and safety.

(l) The Joint Occupational Health and Safety Committee may request from an Employer, information that it considers necessary to identify workplace hazards and make recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.

(m) Every six months, the Employer shall provide to the Union, in electronic format, the following data:

- a list of all active Joint OHS Committees
- the areas that each committee is responsible for (such as sites, facility, or programs)
- where and when each committee meets
- the names and committee appointment dates for CBA members
- the date each member received education as per the OHS Regulation

(n) The Joint Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

Amend the collective agreement by changing the following:

22.4 Aggressive Behaviour

(a) ~~Aggressive behaviour~~ Violence means the attempted or actual exercise by a person, other than an employee, of any physical force ~~so as~~ to cause injury to an employee, and also includes any threatening statement or aggressive behaviour which gives an employee reasonable cause to believe that the employee is at risk of physical or psychological injury.

(b) When the Employer is aware that a client/resident has a history of aggressive and/or violent behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely

carry out their duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive and/or violent behaviour.

(c) Employees providing care to an aggressive and/or violent client/resident may provide input on the instructions for care of that client/resident.

(d) Where employees may be at risk from aggressive and/or violent behaviour, in-service and/or instruction on how to respond to aggressive and/or violent behaviour will be provided by the Employer and may be requested by employees and provided as needed. The appropriate Joint Occupational Health and Safety Committee shall be consulted on the curriculum.

(e) Where a risk of injury to employees from violence is identified in accordance with the provisions of the legislation and Occupational Health and Safety Regulation, the Employer will, in consultation with the Joint Occupational Health and Safety Committee, establish and document appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk through substitution, engineering controls, administrative controls, or personal protective equipment (PPE). The Employer shall make every reasonable effort to ensure that sufficient ~~staff~~ employees are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

Amend the collective agreement by changing the following:

22.5 ~~Vaccination and Inoculation~~ Infectious Diseases, Communicable Diseases, and Parasitic Infections and Infestations

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.

(b) Where the Employer or Joint Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

~~(b)~~ (c) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

(d) When the Employer is aware of a client, resident, or worksite with a communicable disease or parasitic infection or infestation, the Employer shall provide employees with information that is necessary for the employee to safely carry out their duties. The Employer shall establish a procedure to prevent the acquisition of communicable diseases and parasitic infections. When communicable diseases and parasitic infections and infestations are a concern, the employee shall discuss concerns with their supervisor and may seek direction.

Amend the collective agreement by changing the following:

22.9 Investigation of Accidents Incidents

(a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident incident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

(b) ~~Accident~~ Incident investigations must be carried out by persons knowledgeable of the type of work involved and, if ~~feasible~~ they are reasonably available, include the participation of one union occupational health and safety committee member or, if not available, a union steward, and one employer representative. The Employer will notify JOHSC worker representatives of any incidents that occur.

(c) Copies of the ~~accident~~ incident investigation reports must be forwarded without undue delay to the Joint Occupational Health and Safety Committee.

(d) In the event of a work-related employee fatality, the Employer shall notify the union designate of the nature and circumstances of the accident incident as soon as possible. immediately after first responders, WCB, and the employee's emergency contact have been notified.

Amend the collective agreement by changing the following:

22.10 Emergency Travel Kit

Where employees are required to use their personal, or the Employer's, vehicle for work in isolated or areas with hazardous road conditions, and where there is agreement at the local level regarding the provision of an emergency travel kit, the Employer will provide such a kit. The Joint Occupational Health and Safety Committee will review and make recommendations on the contents of the emergency kit.

Amend the collective agreement by changing the following:

22.11 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer occupational health and safety related workload concerns to the Joint Occupational Health and Safety Committee for investigation under Article 22.3 (Joint Occupational Health and Safety Committee), through the appropriate Employer reporting process.

The Employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence. The Employer will give reasonable consideration to replacing leaves or absences using regular relief or float positions. In situations where employees are absent and have not been replaced and where the work demand has not reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence.

Where workload is a concern, the employee will discuss concerns with their supervisor and may seek direction on prioritization of work. Upon an employee's request, the Employer will provide a written unit/department/program/worksite process for work prioritization.

The Union may raise workload concerns that are unrelated to occupational health and safety with the Union/Management Committee. The Committee may discuss prioritization of work, use of casual employees, unfilled shifts, regularization of hours, and use of regular float positions for relief work with the Employer.

Amend the collective agreement by changing the following:

22.12 Employee Safety

- (a) The Employer will have a procedure on the process for refusing unsafe work

pursuant to the Occupational Health and Safety Regulations and will communicate the procedure to employees. No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act or regulations*.

(b) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will ensure that all employees are provided worksite health and safety orientation pursuant to the Occupational Health and Safety Regulations. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(c) The Employer agrees to provide to employees' violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program. Where operational requirements allow, the curriculum may be completed during scheduled work hours. By mutual agreement between the Employer and employee, these modules may be completed outside of regular scheduled work hours. The modules and in-person sessions of the program that are applicable to the employee according to the program shall be considered an in-service under Article 19.2.

(d) The Employer shall provide appropriate violence prevention refresher training to employees as required by the Employer. When an employee requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the employee. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Article 19.2.

(e) Employees who experience bullying or harassment extending from incidents related to client/resident or visitor at the workplace may report the situation through the Employer's OHS incidents reporting system or file a complaint pursuant to the Employer's respectful workplace policy.

(f) Biological exposure control plans will be informed by WCB and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle as defined by WCB.

(g) If employees are or may be exposed to harmful chemicals or substances, including regulated and unregulated substances, while performing their duties, the Employer will complete a risk assessment and implement controls to eliminate or

minimize the identified risk. If required by the risk assessment, suitable personal protective equipment (PPE) is to be used as a control measure. Employees are to be educated/trained for safe use of the required PPE. If an employee is concerned about how the Employer is managing the risk, the employee will raise their concern with their supervisor, the Joint Occupational Health and Safety Committee, or through the Employer OHS reporting process for follow up.

(h) The Employer will establish a procedure regarding washroom access for employees who regularly work away from employer worksites.

Amend the collective agreement by changing the following:

22.13 Critical Incident Stress Defusing/Debriefing

Critical incident stress defusing (immediate support) and/or debriefing (scheduled follow up) shall be made available and ~~communicated known~~ to employees ~~who have suffered~~ who are involved in or witnessed a serious work-related traumatic incident. Critical incident stress debriefing support will be provided by an individual with experience in critical incident support and trauma informed practice. The Employer will provide JOHSC access to the list of defusing/debriefing supports. Appropriate resources will be made available as soon as possible following the incident, and employees may access the WorkSafeBC Critical Incident Response (CIR) program. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

Amend the collective agreement by changing the following:

22.14 Psychological Health and Safety

The Employer and the Association agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices, using the guidance of the Canadian Standards Association (CSA) Psychological Health and Safety Standard. Factors that may affect psychological health and safety in the workplace may include, but not limited to:

- Organizational Culture
- Psychological and Social Support
- Clear Leadership & Expectations

- Civility & Respect
- Psychological Demands
- Growth & Development
- Recognition & Reward
- Involvement & Influence
- Workload Management
- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

The parties recognize the role of Joint Health and Safety committees in supporting psychologically healthy and safe workplaces. Therefore, the Committee shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

~~Within 120 days of ratification, the parties agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop standardized resources to support Employers and local Joint Occupational Health and Safety committee to support psychologically healthy and safe workplaces.~~

Amend the collective agreement by changing the following:

22.15 Ergonomics

The Employer, in accordance with the provisions of the Occupational Health and Safety Regulation and in consultation with the Joint Occupational Health and Safety Committee (JOHSC), shall identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI). When factors that may expose workers to a risk of MSI have been identified, the Employer will ensure that the risk to workers is assessed. The Employer must eliminate or, if that is not practicable, minimize the risk of MSI to workers.

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For all new and renovated offices, pods, or work areas, the Employer, in consultation with the JOSHC, shall conduct a risk assessment and evaluate whether adjustable workstations (adjustable height monitors and desks/keyboards) are required. There shall be adequate space between workstations for equipment and workers to move around safely. The definition of adequate will be based on existing building guidelines, codes, and standards, with input from the JOHSC and employees doing the work.

Amend the collective agreement by adding the following:

22.XX Sexual and Domestic Violence

(a) The Employer will revise or develop a policy to address sexual and domestic violence at the workplace. The policy will be made accessible to all employees within 180 days of ratification. The policy will include the following elements:

- (i) Identify the process for reporting sexual and domestic violence,
- (ii) A commitment to take appropriate action, which may include the creation and implementation of individualized safety plan(s) for impacted employee(s),
- (iii) Protect employees' confidentiality and privacy, as required, while ensuring workplace safety for all, and
- (iv) Ensure no adverse Employer action is taken against an employee for reporting sexual or domestic violence in good faith.

(b) The Employer will indicate how to access available Employer supports and resources, and community resources. Employer supports and resources will reflect the principles of trauma-informed care to reduce unintentional re-traumatization.

(c) The Employer will consider risks of domestic and sexual violence as part of their violence prevention risk assessments.

ARTICLE 25 – HEALTH CARE PLANS

Amend the collective agreement by changing the following:

25.1 Joint Community Benefits Trust (JCBT)

(a) The JCBT provides health and welfare benefits to the eligible employees and all employers are required to participate in the JCBT.

(b) ~~Employers are required to contribute 10.91% of regular straight time payroll hours of those receiving benefits to the JCBT ("Benefits Funding").~~ Employers are required to contribute to the JCBT based on the provincial employer contribution rate, which is a percentage of payroll (straight regular time hours and overtime of those receiving benefits) as amended for each employer on an annual basis.

(c) The JCBT is authorized to put into effect employee contributions, payable in such amounts and at such times as the JCBT determines in its absolute discretion. Employee contributions may be used to pay all or part of the cost of a specific benefit as determined by the JCBT in its discretion, failing which, employee contributions will be assumed to be used to pay for all of the benefits in combination with employer contributions.

(d) If the JCBT introduces employee contributions, Employers will collect these contributions and remit them to the JCBT along with the Employers required contribution in (b) above as applicable.

(e) Benefit information and booklets including the details related to extended health, dental, and long-term disability are available on the JCBT website at <https://www.jcbt.ca/>.

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

Amend the collective agreement by changing the following:

27.1 Paydays

(a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by cheque or direct deposit.

(b) The statements given to employees shall include the designation of ~~statutory holidays paid, payment of paid holidays,~~ the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

(c) The Employer will make accrued vacation available to employees electronically or on their pay statement.

~~(e)~~(d) Subject to paragraph (g) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.

~~(d)~~(e) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their paycheques on the day immediately prior to payday.

~~(e)~~(f) The Employer will make every reasonable effort to ensure that, employees on night shift paid by cheque shall receive their paycheques on the morning of payday at the conclusion of their shift.

~~(f)~~(g) Employees paid by cheque whose day off coincides with payday shall be paid, as far as practicable on their working day preceding the payday provided the cheque is available at their place of work.

~~(g)~~(h) Where an employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in their pay, the Employer must provide payment within the next pay period or as soon as reasonably possibly, whichever is sooner.

Amend the collective agreement by changing the following:

27.15 Shift Definitions and Premiums

(a) “*Afternoon shift*” is any shift in which 50% or more occurs between 4:00 p.m. and 12:00 midnight. Effective the first pay period after April 1, 2023, employees working the Afternoon shift shall be paid a shift premium of 25¢ per hour for the entire Afternoon shift worked. Effective the first pay period after April 1, 2026, the Afternoon shift premium will be increased to 45¢ per hour. Effective the first pay period after April 1, 2028, the Afternoon shift premium will be increased to 75¢ per hour.

(b) “*Night shift*” is any shift in which 50% or more occurs between 12:00 midnight and 8:00 a.m. Employees working the Night shift shall be paid a shift premium of two dollars and fifty cents (\$2.50) per hour for the entire shift worked.

(c) An employee shall be paid a weekend premium of 50¢ per hour of each hour worked between 00:01 hours Saturday and 24:00 hours Sunday. Effective the first pay period after April 1, 2028, the weekend premium will be increased to \$1.00 per hour.

(d) Where an employee is entitled to more than one premium in this article they shall be compensated for all premiums that apply.

Amend the collective agreement by adding the following:

27.17 Minimum Wage Insulation

Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

ARTICLE 28 – SICK LEAVE

Amend the collective agreement by changing the following:

28.4 Workers' Compensation Benefit

(a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

(b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.5 (General Leave) except that seniority shall continue to accrue based on regular hours.

~~(b)~~(c) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 25 (Health Care Plans) will continue to apply to employees who are entitled to receive WCB wage-loss benefits.

~~(c)~~(d) The provisions of ~~(b)~~(c) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 191 or 192 of the Workers Compensation Act, so long as the employee is otherwise entitled to benefits under those sections of the Workers Compensation Act.

~~(d)~~(e) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

~~(e) — Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.5 (General Leave) except that seniority shall continue to accrue based on regular hours~~

28.10 Other Claims

~~In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against ICBC but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.~~

~~Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.~~

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the Joint Community Benefit Trust (JCBT) to the extent that the employee receives any payment on account of earnings as a result of such claim, the employee will pay to the Employer so much of the said payment as relates to the sick leave pay received for the said period and, upon so doing, will receive sick leave credit for the number of hours represented by such payment.

ARTICLE 29 – CASUAL EMPLOYEES

Amend the collective agreement by changing the following:

29.2 Casual Availability

(a) *Letter of Appointment/Minimum Hour Requirement*

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of ~~225~~ 270 hours over any fixed 12-month period, or a lower minimum annual hours as determined by the Employer.

(b) ~~By February 18, 2014,~~ On or after April 1, 2026, casual availability shall be confirmed for current employees and include a minimum hour requirement over any fixed 12-month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of ~~225~~ 270 hours over any fixed 12-month period.

(c) Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and their employment will end, if they fail to work the identified minimum number of hours stated in applicable to their letter of appointment. ~~in Article 29.2(a) (Casual Availability).~~ A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12-month period.

(d) Mid-way through the 12-month period, a casual employee who has worked fewer than the minimum hours applicable under Article 29.2(a) (Casual Availability) will be notified of the number of casual hours worked.

(e) *General Availability*

The commitment to general availability specified by the casual employee may be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. When there are competing requests for revisions, the Employer will also apply seniority. Should a casual employee wish to increase their general availability they may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

(f) *Temporary Increases in Availability*

A casual employee may increase their availability, on a temporary basis, at any time throughout the year. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

(g) *Short-Term Unavailability*

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than 14 days prior to the start of the month, indicating the days and times when they are not available. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

If the employee's monthly availability over a three-month period (excluding June, July, August and spring break or winter break) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

During June, July, and August, a casual employee's monthly availability shall be consistent with their letter of appointment, approved current availability, or approved periods of unavailability. Approved periods of unavailability shall not exceed five weeks during this three-month period. Approved periods of unavailability shall be granted on the basis of seniority.

A casual employee's availability during either spring break or winter break shall be consistent with their letter of appointment, or approved current availability. Requests for periods of unavailability will be considered by the Employer after regular employees' vacation periods are finalized. As such, approval of regular employees' vacation periods shall take priority over approval of casual employees' periods of unavailability.

Amend the collective agreement by changing the following:

29.9 Casual Employee Benefits

- (a) (1) Upon completion of 180 hours of work, casual employees shall be given the option to enrol in both the dental plan and extended health plan provided by JCBT for casual employees. ~~following plans:~~

~~Article 25.1 – BC Medical Plan~~

~~Article 25.2 – Dental Plan~~

~~Article 25.3 – Extended Health Plan~~

An employee who makes an election under this provision must enrol in each and every of the benefit plans and shall not be entitled to except any of them.

(2) Where a casual employee subsequently elects to withdraw from the ~~benefit plans~~ JCBT or fails to maintain the required payments, the Employer shall terminate their enrolment ~~the benefits~~. Thereafter the employee shall only be entitled to re-enrol if the employee so elects between December 1st and December 15th in any year to be effective the January 1st next following.

(b) Where a job posting is filled by a casual employee under Article 29.3(b) (Call-in Procedure) and the casual employee occupies the position for six months or more, they will be entitled to:

(1) reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health pursuant to paragraph (a) above for the period subsequent to the first 31 days in the position.

In any event, after the casual employee has filled the position for a period of six months, the casual employee shall be enrolled in both the dental plan and extended health plan provided by JCBT for casual employees. ~~benefit plans listed below at the sole cost of the Employer:~~

~~Article 25.1 – BC Medical Plan~~

~~Article 25.2 – Dental Plan~~

~~Article 25.3 – Extended Health Plan~~

(2) the ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 6% vacation benefit is not to be paid out on every payday but accrued instead;

(3) upon commencement in the appointment the employee shall accrue sick leave in accordance with Article 28 (Sick Leave) and be entitled to take such accrued sick leave in accordance with Article 28.3 (Sick Leave Pay) while working in the temporary vacancy.

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
 - (ii) the casual employee is no longer working in the posted position.
- (c) Benefit information and booklets including the details related to extended health and dental are available on the JCBT website at <https://www.jcvt.ca/>.

ARTICLE 30 – GENERAL CONDITIONS

Amend the collective agreement by changing the following:

30.1 Copies of Agreements

(a) The Unions and the Employers desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. ~~12,000 copies of the agreement, or fewer if mutually agreed by the parties, will be printed for distribution to employees and Employers. The parties will agree on an equitable division between the number of agreements provided to employees and Employers. The HEABC and the Association will share equally the cost of printing and distribution.~~

(b) The CBA shall be responsible for the cost of printing and distributing any printed collective agreements for employees. An electronic copy of the collective agreement shall be made available on the Unions' and HEABC's public websites.

~~(c) The parties shall arrange for the initial printing of agreements and agreements shall be printed in a union print shop and shall bear a recognized union label.~~

~~(c) The Employer will provide copies of the printed agreement within 90 days of the signing of this agreement. 90 days may be waived in extenuating circumstances.~~

(d) The parties both want to reduce the environmental impact of printing and distributing collective agreements. Therefore, a signed copy of the collective agreement shall be reasonably accessible to employees on employer-owned electronic devices.

Amend the collective agreement, by changing the following:

30.8 Criminal Record Check

Where the Employer requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall reimburse the employee for the full cost of the criminal record check.

Effective the first pay period after April 1, 2026, the Employer shall pay or reimburse the employee for the cost of the fee of any criminal record check required by the Employer or legislation as a condition of continued employment, including the cost of finger printing, if required. The fee reimbursement shall not be prorated.

Amend the collective agreement by changing the following:

ARTICLE 31 – TERMS OF AGREEMENT

31.1 Duration

- (a) This agreement shall be binding and shall remain in effect until midnight March 31, ~~2029~~2025.
- (b) The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, ~~2025~~2022.

31.2 Change in Agreement

- (a) Any change deemed necessary in this agreement may be made in mutual agreement at any time during the life of this agreement.
- (b) The parties agree to allow individual employers and the representative designated by the Union for this purpose to enter into voluntary local discussions to amend the provisions of the CSA. Any such agreement to amend the terms of the CSA must be approved and signed by the Community Bargaining Association and the HEABC prior to it becoming effective.

31.3 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, ~~2028~~2024 but in any event not later than midnight, December 31, ~~2028~~2024.
- (b) Where no notice is given by either party prior to December 31, ~~2028~~2024, both parties shall be deemed to have given notice under this article on December 31, ~~2028~~2024.

31.4 Agreement to Continue in Force

- (a) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

(b) It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this agreement.

31.5 Retroactivity

Employees who have severed employment prior to the date of ratification of this collective agreement shall be paid retroactivity. The Employer shall notify all employees once, in writing, at their last known address, that such retroactivity is payable upon written application. Written application must be received by the Employer within 60 days of ratification. Retroactivity shall be calculated on paid hours.

Amend the collective agreement by changing the following:

SCHEDULE B Wage Schedule

[WAGE SCHEDULES TO BE UPDATED PRIOR TO PUBLICATION]

GENERAL WAGE INCREASES

Wage rates for all employees covered by the Community Bargaining Association collective agreement will increase starting the first pay period after the following dates and at the respective rates:

Year 1: April 1, 2025: 3% general wage increase (GWI)

Year 2: April 1, 2026: 3% GWI

Year 3: April 1, 2027: 3% GWI

Year 4: April 1, 2028: 3% GWI

~~Year 1: April 1, 2022: Increase rates of pay by an average of 4.24%.~~

~~(A) The average increase of 4.24% consists of a 25¢ per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.~~

~~Year 2: April 1, 2023: Increase rates of pay by 5.5%.~~

~~(B) An additional GWI of up to 1.25% in accordance with the Cost of Living Adjustment (COLA) MOA.~~

~~Year 3: April 1, 2024: Increase rates of pay by 2%.~~

~~(C) An additional GWI of up to 1% in accordance with the Cost of Living Adjustment (COLA) MOA.~~

~~Note: Average increase information is an approximation based on data currently available.~~

2. LOW WAGE REDRESS LANGUAGE

Within 30 days after ratification, the parties will form a Committee composed of five members appointed by HEABC and five members appointed by the CBA.

The committee will undertake a review of compensation for CBA occupations compared to similar occupations under the FBA agreement. These compensation items will primarily focus on wage rates but may include:

- Weekend and shifts premiums
- On Call premiums
- Statutory Holiday and Vacation pay % for Casuals
- Other compensation items, as agreed by the parties

The above review must be completed within six weeks of ratification.

To address priority low wage redress issues during the term of the collective agreement, HEABC will provide \$32,418,000 in annualized, ongoing low wage redress funding that includes associated wage-related costs by fiscal year 2028/2029. The funding for low wage redress for wage comparability adjustments will build over four years, will be allocated in each fiscal year, and will include associated wage-related costs for each fiscal year:

- \$6,360,000 effective the first pay period after April 1, 2025;
- \$7,213,000 effective the first pay period after April 1, 2026;
- \$7,830,000 effective the first pay period after April 1, 2027; and
- \$8,890,000 effective the first pay period after April 1, 2028.

Effective April 1, 2027, the ongoing funding from April 1, 2025 of \$6,360,000 will increase to \$7,356,000 from the transition of supportive housing employees into the CBA Collective Agreement. Effective April 1, 2027, the ongoing funding from April 1, 2026 of \$7,213,000 will increase to \$8,342,000 from the transition of supportive housing employees into the CBA Collective Agreement.

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The expenditure resulting from the Committee's review must be fully utilized but cannot exceed ~~\$32,418,000~~¹³ million ongoing at the end of the collective agreement.

Wage Rate Review - Comparability Wage Adjustments shall be determined using the following principles:

- The occupation has a comparator occupation in the FBA agreement Where appropriate the Committee will refer to comparator occupations as determined by the Low Wage Redress Committee from the 2019 - 2022 Collective Agreement.
- The difference in wage rates is adversely affecting the provision of service to clients
- There is reasonable expectation that the comparability wage adjustment will reduce this adverse impact, and
- The comparability wage adjustment will not create additional demands in other sectors
- If necessary, CBA occupations will be mapped to a new CBA grid level number that will be the same as the FBA grid level number reflecting overall scope, level of responsibility and qualifications of the CBA occupation using the FBA benchmarks as a guide.
- ~~The \$13 million will be allocated to wage comparability adjustments based on the wage rates as of April 1, 2021.~~

Dispute Resolution

- The parties agree that any disputes arising from this review will be referred to Arbitrator Ken Saunders~~Vince Ready~~ who will issue a decision as soon as possible.
- The Arbitrator is bound by the principles and the funding limits and the effect of their decision cannot exceed the ~~\$32.413~~¹³ million ongoing costs specified above.

Amend the collective agreement by changing the following:

APPENDIX 1

List of Employers – Generated as of [date] July 2020 (Errors and Omissions Excepted)

The following list of employers is for information purposes only and may vary from the list of employers attached to the Community Subsector consolidated certifications issued by the Labour Relations Board, as amended from time to time. If there is an inconsistency between the two lists, the LRB certification lists and case law will apply.

COMMON NAME	LEGAL NAME	UNION
[...]		

1. HEABC and the CBA agree to update the list of common names, legal names, and unions on a joint housekeeping basis to reflect active certifications at the time of ratification of this collective agreement prior to publication of the collective agreement.
2. HEABC and the CBA agree to update the Community Subsector consolidated certifications issued by the Labour Relations Board on a joint housekeeping basis to reflect consolidated seniority at health authority employers.

Amend the collective agreement by deleting the following:

INFORMATION APPENDIX #1 Summary of Dental Plan Coverage

Dental Plan – as of April 1, 2019

Preamble

~~Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions and to the Joint Community Benefits Trust (JCBT'S) right to redesign these benefits subject to available funding.~~

Amount of Benefit

~~This dental benefit will reimburse the dentist for the following:~~

- ~~• 100% Services (Part "A")~~

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- ~~60% of Major Reconstruction Services (Part "B")~~
- ~~60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per person of Basic~~

~~Eligible Expenses~~

~~This dental benefit covers those services which are routinely provided to dependants in offices of general practising dentists in BC.~~

~~The amounts paid for such services are set out in the Pacific Blue Cross Fee Schedule. When performed by a specialist (on referral by a general practising dentist), the fee paid is the amount paid to a general practising dentist plus 10%.~~

~~Eligible expenses under this dental benefit are as follows:~~

~~PART "A" – BASIC SERVICES~~

~~Part A covers those services required to maintain teeth in good order and to restore teeth to good order.~~

~~The Plan will pay 100% of:~~

~~Diagnostic Services~~

~~Procedures to determine the dental treatment required, including the following:~~

- ~~1. Examinations and consultations;~~
- ~~2. One standard examination every nine months;~~
- ~~3. One complete examination in any three-year period, provided that no other examination has been paid by this Plan on the employee's behalf in the preceding six months;~~
- ~~4. X rays, up to the maximum established by Pacific Blue Cross for the calendar year;~~
- ~~5. Full mouth x-rays once in any three-year period.~~

~~Endodontic Services~~

~~Root canals~~

~~Major Restorative Services~~

~~Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by Pacific Blue Cross is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.~~

~~*Periodontic Services*~~

~~Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.~~

~~*Preventive Services*~~

~~Procedures to prevent oral disease, including the following:~~

- ~~1.—— Cleaning and polishing of teeth (prophylaxis) every nine months.~~
- ~~2.—— Fluoride application every nine months.~~
- ~~3.—— Space maintainers intended to maintain space but not to give more space.~~
- ~~4.—— Sealants (pits and fissures); limited to once per tooth within a two-year period.~~

~~*Repairs to Bridges and Dentures (Prosthetics)*~~

~~Procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two-year period. Costs of temporary dentures are not eligible for payment.~~

~~*Restorative Services*~~

~~Procedures for filling teeth, including stainless steel crowns.~~

~~If the employee chooses to have white fillings in back teeth, they will be responsible for any additional costs.~~

~~*Surgical Services*~~

~~Procedures to extract teeth as well as other surgical procedures performed by a dentist.~~

~~**PART "B" – MAJOR RECONSTRUCTION**~~

~~Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five-year period.~~

~~The Plan will pay 60% of:~~

Crowns

~~Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approval by Pacific Blue Cross is recommended.~~

Dentures (Removable Prosthetics)

~~The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.~~

Crowns and Bridges (Fixed Prosthetics)

~~The artificial replacement of missing teeth with a crown or bridge.~~

PART "C" – ORTHODONTICS

~~Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by Pacific Blue Cross is necessary.~~

~~The Plan will pay 60% of:~~

Braces

~~Up to a lifetime maximum of \$2,750 per person. Costs of lost or stolen braces are not eligible for payment.~~

~~To be eligible for orthodontic services, the employee must have been enrolled in this dental benefit for 12 months.~~

EXCLUSIONS

~~The dental plan benefit does not cover the following:~~

- ~~1. — Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.~~
- ~~2. — Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.~~
- ~~3. — Services required as a result of an accident for which a third party is responsible.~~
- ~~4. — Charges for completing forms.~~

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- ~~5. — Implant for dentures or bridgework.~~
- ~~6. — Fees in excess of the Pacific Blue Cross Dental Fee Schedule, or fees for services which are not set out in the Dental Fee Schedule.~~
- ~~7. — Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.~~
- ~~8. — Expenses resulting from intentionally self-inflicted injuries, while sane or insane.~~
- ~~9. — Charges for unkept appointments.~~
- ~~10. — Charges necessitated as a result of a change of dentist, except in special circumstances.~~
- ~~11. — Room charges.~~
- ~~12. — Expenses incurred prior to eligibility date or following termination of coverage.~~
- ~~13. — Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.~~

~~If the employee is eligible for coverage under more than one dental plan, Pacific Blue Cross will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.~~

Amend the collective agreement by deleting the following:

INFORMATION APPENDIX #2

Summary of Extended Health Benefits

Extended Health Benefit – as of April 1, 2019

Preamble

~~Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions and to the Joint~~

~~Community Benefits Trust's (JCBT's) right to redesign these benefits subject to available funding.~~

Amount of Benefit

~~There is a \$100 calendar year deductible for this benefit per person or family. Receipts exceeding \$100 in a calendar year will be reimbursed as follows:~~

- ~~• 80% of eligible expenses under \$1,000 in a calendar year~~
- ~~• 100% of eligible expenses over \$1,000 in a calendar year~~
- ~~• 100% of eligible out-of-province/out-of-country emergency expenses.~~

~~The maximum lifetime amount payable per person is unlimited.~~

~~*Note: If, in a calendar year, eligible expenses do not exceed the deductible, expenses during the last three months of that year may be applied against the deductible for the next calendar year.*~~

Eligible Expenses

~~This Extended Health benefit covers the following expenses when incurred by the employee or dependants as a result of the necessary treatment of an illness or injury:~~

~~*Out-of-Province/Out-of-country Emergencies* – In the event of an emergency while travelling outside of BC/outside of Canada, the Extended Health benefit covers:~~

- ~~1. Reasonable charges for physician's services, less any amounts paid or payable by BC Medical Services Plan.~~
- ~~2. Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit includes charges for private or semi-private rooms (if actually occupied and if a ward room is not available, or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.~~

~~*Note: Emergencies and non-emergency referrals to other provinces (except Quebec) are covered by the BC Medical Services Plan as if the expenses had been incurred in BC.*~~

~~*Acupuncturist* – Fees of an approved licensed acupuncturist up to \$100* per person per year when services are obtained in BC.~~

~~*Ambulance* — Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane or air ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.~~

~~*Chiropractor* — Fees of a chiropractor up to \$200* per person per year, but not including the cost of x-rays taken by a chiropractor.~~

~~*Dentist* — Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one year of the date of the accident. Orthodontic services are not covered under this Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule.~~

~~*Diabetic Supplies* — Testing equipment, including glucose meters for management of diabetes.~~

~~*Employment Medicals* — Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer.~~

~~*Hearing Aids* — Cost of purchasing hearing aids when prescribed by a certified Ear, Nose and Throat specialist. The maximum of \$600* per person in each 48-month period. This benefit includes repairs, but does not include payment for maintenance, batteries, re-charging devices or other such accessories.~~

~~*Hospital Room Charges* — Charges for occupying a private or semi-private room in a BC acute care hospital, but not including rental of TV, telephone, etc.~~

~~*Massage Practitioners* — Fees of a member of the Registered Massage Therapists' Association of British Columbia to a maximum of massage therapy benefit of \$1,000* per person per year.~~

~~*Medical Referral Transportation benefits (effective October 1, 2015)* — will be unlimited for a beneficiary's lifetime.~~

~~*Naturopathic Physician* — Fees of a naturopathic physician up to \$200* per person per year, but not including the costs of x-rays by a naturopathic physician.~~

~~*Orthopaedic Shoes* — Defined as "shoes which are not available for general purchase and which are intended to modify, or correct, a disability". One pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist.~~

~~*Paramedical Items and Prosthetic Devices* — Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, ostomy and ileostomy supplies.~~

~~*Physiotherapists* — Fees of a member of the Physiotherapy Association of British Columbia.~~

~~*Podiatrist* — Fees of a registered podiatrist up to \$200* per person per year, but not including the costs of x-rays taken by a podiatrist.~~

~~*Prescription Drugs* — Cost of prescription drugs purchased from a licensed pharmacy. This benefit does not include drugs for contraceptive purposes, vitamin injections, food supplements, drugs which can be bought without a prescription, or drugs which have not been authorized for payment by the Director of the Pharmacare program. Effective October 1, 2015 — PharmaCare's Low Cost Alternative (LCA) and Reference Based Drug (RBD) Programs will apply. Prometrium will be covered as an exceptional prescription drug.~~

~~PharmaCare tie in during the 2012 — 2014 collective agreement, Prescription Drugs will be reimbursed at 50% for drugs not covered by PharmaCare.~~

~~In the administration of the extended health care plan, a prescription drug direct pay card will be provided. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier.~~

~~*Dispensing Fees* — \$10 per prescription or the maximum allowed by PharmaCare, whichever is greater.~~

~~*Registered Nurse* — Fees of a Registered Nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is performed in a hospital, this benefit does not cover the fees of a Registered Nurse who is employed by the hospital.~~

~~*Rental of Medical Equipment* — Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are~~

~~eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.~~

~~Speech Therapist— Fees of a speech therapist when referred by a physician, up to \$100* per person per year.~~

~~Surgical Stockings and Brassieres— Two pairs of stockings per person per year; one brassiere per person per year when required as a result of treatment for injury or illness.~~

~~Vision Care— \$350* every 24 months.~~

~~Wigs or Hairpieces— Cost of wigs or hairpieces when required as a result of medical treatment or injury, up to a lifetime maximum of \$500* per person.~~

~~* The employee will be reimbursed 80% of this maximum (after the \$100 deductible has been satisfied for the calendar year).~~

EXCLUSIONS

~~The Extended Health benefit does not cover the following:~~

- ~~1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax-supported agency. This applies in all cases, whether a claim is made or not.~~
- ~~2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.~~
- ~~3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.~~
- ~~4. Charges for dental services except as described in Eligible Expense for Dentist.~~
- ~~5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.~~
- ~~6. Charges of a registered psychologist.~~
- ~~7. Charges for services and supplies of an elective (cosmetic) nature.~~
- ~~8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.~~

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9. — ~~Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.~~

10. — ~~Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.~~

11. — ~~Charges of an osteopath.~~

12. — ~~Charges for preventative vaccines.~~

13. — ~~Charges for batteries and re-charging devices.~~

14. — ~~Expenses relating to the repatriation of a deceased employee and/or dependant.~~

15. — ~~Expenses incurred by a pregnant person while travelling outside of Canada within 21 days of expected delivery date.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #3

Re: Enhanced Disability Management

1. The parties agree to provide a mandatory enhanced disability management program as per MOU #1 Re: Enhanced Disability Management Program (EDMP). The effective date for implementation is April 1, 2013.
2. The CBA will participate on the joint Provincial Steering Committee that is currently established.
3. Effective April 1, 2026, HEABC will fund thirteen (13) CBA EDMP representatives as follows:
 - (a) 1 FTE: an EDMP Administrator who will administer EDMP in a manner consistent with the goals and principles of EDMP, including coordinating the work of representatives and ensuring implementation of provincial standards.
 - (b) 12 FTE: CBA-appointed Disability Management Representatives (Advocates) who will support the coordination and promotion of EDMP by working in collaboration with the Employer's Disability Management Professionals to promote and coordinate best practices with respect to

disability management and will adhere to the roles and responsibilities of the union representatives as identified in the EDMP Policies and Procedures document. No more than two of the Disability Management Representatives will be appointed from affiliate employers and no more than one shall be appointed from the same affiliate employer.

- (c) The Disability Management Representatives will be granted Employer paid leave but will work under the direction of the CBA.
 - (d) In the event an employee becomes a Disability Management Representative, the Employer shall hold the employee's position for a period of two years. Thereafter, an employee may exercise bumping rights in accordance with Article 13.3.
4. Effective April 1, 2026, there shall be one-hundred thousand (\$100,000) dollars per fiscal year to pay for administration costs and expenses, including jointly developed training and education, travel, electronic equipment and other expenses associated with the provision of EDMP representation on a provincial basis.
 5. The Disability Management Representatives will use virtual meeting platforms to conduct any off-site work. The Employer will pay mileage as set out in Article 27.10 where the Disability Management Representative's attendance is required at a meeting and where a virtual meeting is not possible or appropriate.
 6. Where appropriate, Disability Management Representatives will be included in education provided to the Employer's Disability Management Professionals.
 7. Unforeseen costs related to the administration of EDMP shall be by mutual agreement between HEABC and the CBA, which shall not be unreasonably withheld by either party.
 8. At HEABC's request, the CBA will provide HEABC with a list of their respective Disability Management Representatives.
- ~~3. The Employer will contribute \$816,000 annually to an EDMP Administration Fund ("the Fund"). All contribution amounts from previous years will be carried forward. The Fund will be administered by the CBA as follows:~~
- ~~a) Allocation of the funding will be used for:
 - ~~I. Compensation costs for Disability Management Representatives and Administrator(s), including their reasonable expenses; and~~~~

~~II. — Associated training and education costs~~

~~b) — Unforeseen costs related to the administration of EDMP shall be by mutual agreement between HEABC and the CBA, which shall not be unreasonably withheld by either party.~~

~~4. — A minimum of 70% of the Disability Management Representatives must be regular full-time and the remaining Disability Management Representatives may be regular part-time between 0.5 and 0.9 FTE.~~

~~5. — Union Disability Management Representatives shall be granted unpaid union leave unless it would unduly interrupt the Employer's operations. In the event an employee becomes a Disability Management Representative, the Employer shall hold the employee's position for a period of two years. Thereafter, an employee may exercise bumping rights in accordance with Article 13.3.~~

~~6. — At HEABC'S request, the CBA will provide HEABC with a report no more than once per year outlining the total allocation of the Fund.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #4

Re: Provincial Occupational Health and Safety

The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites, throughout the health care sector.

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs or models;

- Facilitate co-operation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees;
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with Workers Compensation Act, Occupational Health and Safety Regulation and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;
- Evidence based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

1. The parties commit to support the SWITCH BC in carrying on with projects previously agreed to and future projects in support of occupational health and safety projects in the healthcare sector. An example of such project includes the OHS Resource Centre.
2. The parties will assist SWITCH BC in securing sources of ongoing funding.
3. HEABC will contribute a sum of \$250,000 per annum to CBA for occupational health and safety initiatives. The CBA may use all or part of the funding allocated to it

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to contribute towards provincial projects undertaken by SWITCH BC, or the CBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the CBA.

4. The parties have a mutual interest in collaborating on occupational health and safety initiatives to improve the health and safety of health care workers in the CBA. Within one hundred and twenty (120) days of ratification, HEABC and the CBA will meet to establish a process and plan to develop, review, and agree upon proposals for initiatives that improve workplace safety for CBA employees. HEABC and CBA will endeavor to use the current balance of \$1,500,000 as of March 31, 2025 from the OHS Fund during the term of the 2025-2029 Collective Agreement. The parties have a shared interest in supporting initiatives including, but not limited to, reducing the risk of exposure, decreasing musculoskeletal injuries, and preventing violence.

Amend the collective agreement by deleting the following:

MEMORANDUM OF AGREEMENT #5

Re: Online Resiliency Training

~~HEABC recognize the importance of strengthening the skills and capacities of employees to manage life challenges, workplace stressors, and incidents at work so that they can strive towards maintaining a positive state of mental health and wellness as challenges arise. In other words, the Parties recognize the importance of equipping employees with the tools and skills to support resiliency.~~

~~In order to support the resiliency skills of CBA members, the parties developed the Online Resiliency Training ("ORT") to teach or strengthen skills and capacities for workers to manage life challenges, workplace stressors, and incidents at work so as to maintain mental wellbeing. An annual amount of \$50,000 will be provided for the ongoing evolution, management and sustainability of the ORT.~~

~~HEABC will consult with the CBA to develop methods to measure efficacy including the reduction of mental health related absences.~~

~~The ORT is housed in the Learning Hub as a central point of access. It is open to all public sector health care works in BC who have access to the Learning Hub.~~

~~It is not intended to be mandatory, but rather to be taken at the option of an employee. If any employer requires employees take the ORT, such a requirements shall be made in~~

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~~accordance with all relevant terms of the collective agreement, including Article 19 – Education Leave. In such situations, Employers will have the flexibility to deliver the training in a manner that they choose.~~

~~Finally, Employers will have the option to offer this training to employees within other bargaining associations within the health sector.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #14~~

~~Re: Employee and Family Assistance Programs~~

~~The parties will establish a subcommittee of three representatives each to explore the concept and benefits of an Employee and Family Assistance Plan(s) for the Community Health Subsector. The subcommittee will develop recommendations on EFAP(s) to the parties.~~

~~The subcommittee shall meet within six months of ratification of the collective agreement to commence discussions.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #16~~

~~Re: Employment Opportunities~~

~~The parties agree to provide displaced employees, including laid off casual employees, with priority hiring rights where the contract under which they have worked has been retendered and another employer covered by the collective agreement is the successful bidder, or one collective agreement employer transfers its services to another collective agreement employer.~~

~~(a) The terms of this priority access to available vacancies for regular employees will be as follows:~~

~~(1) The receiving employer will determine the number and manner of vacancies created in the program.~~

~~(2) Displaced employees wishing priority access must submit an application for employment. A displaced employee who has not been hired in accordance with~~

~~this memorandum of agreement, and who has no bumping or vacancy posting options available at their current employer, shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a health authority.~~

- ~~(3) To be eligible for hire, displaced employees must meet the receiving employer's required qualifications and have the present capability to perform the work.~~
 - ~~(4) Displaced employees will be subject to interview and assessment. In the event several employees are interested in a single position, the successful candidate will be determined by the receiving employer in accordance with Article 12.9 (Selection Criteria).~~
 - ~~(5) Such employees shall serve a qualifying period pursuant to Article 12.1 (Qualifying Period). An employee whose placement is found to be unsuitable during the qualifying period, or an employee who requests to be relieved during the qualifying period, shall return to the recall list with the previous employer for the remainder (if any) of the recall period.~~
 - ~~(6) Displaced employees, on the basis of seniority, will have priority for consideration for vacancies, regardless of which of the two employers the displaced employees come from.~~
 - ~~(7) If hired, displaced regular employees will receive portable benefits in accordance with Article 11.4 (Re-Employment) and port their seniority.~~
 - ~~(8) Such employees will receive the terms and conditions of employment and be represented by the union that exists at the recipient employer. The terms and conditions in existence at the recipient employer shall form the maximum for employees, notwithstanding any benefits that may be ported. No new employees shall be enrolled in the Public Service Pension Plan should that Plan be in place at the recipient employer.~~
 - ~~(9) An employee who is enrolled in a pension plan that is the same as the pension plan available at the recipient employer shall not be required to serve a new waiting period.~~
- ~~(b) The terms of to be applied to laid off casual employees as a result of retendered work, include:~~
- ~~(1) The Employer must have a need for casual employees~~

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- ~~(2) such employees wishing priority access must submit an application for employment~~
- ~~(3) to be eligible for hire, such employees must meet the receiving employer's required qualifications and have the present capability to perform the work.~~
- ~~(4) such employees will be subject to interview and assessment~~
- ~~(5) such employees shall serve a probationary period pursuant to Article 29.1(b) (Casual Employees)~~
- ~~(6) if hired, such employees will retain their seniority. Provided that such employees successfully complete their probationary period, their wage increment step will be ported. Future increment progression will be based on accumulated hours of service with the new employer.~~

~~This memorandum of agreement will expire and be extinguished for all purposes on March 30, 2022.~~

Amend the collective agreement by deleting the following:

MEMORADNUM OF AGREEMENT #17

~~Re: Consequences of Contracting Out/Re-Tendering by Health Authorities~~

- ~~1. For the purposes of this memorandum of agreement, contracting out occurs when employees are laid off as a direct result of their employer contracting out work presently performed by employees covered by the collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Contracting Out*").~~
- ~~2. Re-tendering occurs when employees are laid off as a direct result of a Health Authority re-tendering a contract for services previously held by an employer and when the successful proponent of the contract for services is not a party to the Community Subsector collective agreement and where employees are not re-employed by another employer covered by this collective agreement ("*Re-Tendering*").~~
- ~~3. Following layoffs due to contracting out or re-tendering, a summary of activity will be generated and a copy provided to the Community Bargaining Association.~~

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- ~~4. Health sector employers will limit contracting out/re-tendering that results in the layoff of members of the Community Bargaining Association to 500 full-time equivalents between April 1, 2019 and March 30, 2022.~~
- ~~5. Laid off employees will be entitled to the following severance pay: one week for every year of service to a maximum of 20 weeks' pay, prorated for regular part-time employees.~~
- ~~6. An employee's service shall be calculated on the basis of their continuous employment as a regular status employee. Length of service for a regular employee shall include straight time paid hours as defined by Article 11.1(b) (Seniority Defined). Length of service for a regular part-time employee shall be calculated as follows:
 - ~~a) Total straight time hours paid divided by full-time weekly hours, then~~
 - ~~b) Weeks of service to be divided by 52 weeks to give years of service for the purpose of the severance pay.~~~~
- ~~7. No severance is payable where an employee, before or during their recall period, finds another job (for example, by bumping, posting into a vacancy, or by registering as a casual employee) with the same or another health sector employer within the same or another bargaining unit.~~
- ~~8. The severance allowance shall be paid upon the conclusion of the employee's recall period. Alternatively, only in the case of contracting out, it may be paid upon an employee's waiver of rights to recall, in which case it will be payable upon the conclusion of the employee's notice period or waiver of rights, whichever is later.~~
- ~~9. In the case of re-tendering, a displaced employee who has no bumping or vacancy posting options available at their current employer shall be entitled to apply for registration as a casual employee in any job classifications within a single collective agreement employer of a health authority in accordance with the Employment Opportunities memorandum of agreement.~~
- ~~10. This memorandum of agreement will expire and be extinguished for all purposes on March 30, 2022.~~

Amend the collective agreement by deleting the following:

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MEMORANDUM OF AGREEMENT #18

between

Health Employers Association of British Columbia (HEABC)

on behalf of:

**~~Fraser Health Authority, Interior Health Authority, Northern Health Authority,
Vancouver Coastal~~**

~~Health Authority, and Vancouver Island Health Authority~~

(the "Employers")

and

**~~Health Services and Support – Community Subsector Bargaining Association
(Association)~~**

on behalf of the Association's Constituent Unions

**Re: ~~Dovetailed Seniority List Options for Displaced Employees of Health
Authorities~~**

Part 1

~~The following options are available to displaced employees arising out of the Dovetailed Seniority Lists:~~

- ~~1. access unfilled vacancies as per Labour Relations Board Decision No. B274/2002;~~
- ~~2. exercise bumping options as per Labour Relations Board Decision No. B274/2002;~~
- ~~3. be placed on the recall list and also have their name placed on a casual list at any one worksite within the employee's geographic location or within any other area constituting a reasonable commuting distance as may be agreed upon by the Employer, and have their seniority transferred to the new worksite. Employees can access casual work without forfeiting recall rights;~~
- ~~4. A laid off employee may be recalled to an available position within DSLA.~~

~~*Note: In addition to the options arising out of the DSL's, displaced employees still retain the option to bid on vacancy postings within their own worksite/program.*~~

Part 2

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~~Employees who work at multiple worksites within the DSL Area shall have multiple seniority entries recorded on the DSL, consistent with their seniority at each worksite.~~

~~Employees with, for example, regular positions at two worksites will appear on the list twice. Should that employee be bumped, they would only be removed from the single position targeted at the particular worksite. Similarly, an employee holding regular positions at two worksites who is displaced at one worksite would only exercise seniority options based on seniority accumulated at that worksite.~~

~~If an employee has regular part-time positions at two worksites within the DSLA, is displaced from worksite A, and moves to the casual list at worksite B, the seniority hours are added together at worksite B, as the seniority is transferred from worksite A to B. Similarly, if a regular part-time employee who also accesses casual assignments at worksite A, is displaced and secures a regular position at worksite B within the DSLA, they cannot maintain their seniority at worksite A as it will have been transferred to worksite B. An employee cannot port seniority and simultaneously maintain it at the worksite from which they were displaced.~~

Part 3

~~The priority order for the filling of vacancies at a "*collective agreement employer*" is outlined in Article 12.3 (Job Posting Process and Regional Postings) of the collective agreement.~~

Part 4

~~The following identifies how the dovetailing of seniority within the DSL Area will operate:~~

- ~~1. For all purposes other than the exercise of displaced employee options, the "*collective agreement employer*" seniority continues to be measured in accordance with Article 11.1 (Seniority Defined) and MOA #6 (Wage Protection and Standardization/Grandparenting) of the CSA.~~
- ~~2. For the purpose of creating a dovetailed seniority list only, and the exercise of displacement options pursuant to it, all employees' seniority will be measured in accordance with Article 11.1 (Seniority Defined) of the CSA.~~
- ~~3. Should an employee be transferred or exercise options upon displacement pursuant to BCLRB No. B274/2002, and end up at another worksite with a different seniority measurement, the employee's seniority will be converted to the seniority measurement prevailing at that other worksite (i.e. Applying Article 11.1 (Seniority~~

~~Defined) or the employee's hire date). For all subsequent seniority applications pursuant to the CSA, the seniority of that employee will be measured in the same way as it is for other employees at the worksite (e.g. For the purpose of future job postings, vacation scheduling, etc. so that there is a common measurement between employees in the bargaining unit).~~

Part 5

~~There is no qualifying period, as per BCLRB No. B8/2003, for employees exercising their displacement options.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #19~~

~~Re: Health Authority Wide Seniority Consolidation~~

~~This Agreement applies to all Health Authorities. All provisions of the collective agreement continue to apply except as herein modified.~~

~~This Agreement is intended to facilitate the movement of employees across work locations within a single Health Authority. This will be achieved by creating one merged dovetailed seniority list covering all members of the CBA employed within the Health Authority.~~

~~The consolidation of seniority lists will be completed no later than April 1, 2023 (or 10 months from the date in section B(1), whichever is later) and will be implemented the following pay period (the "Implementation Date").~~

~~This Agreement is also intended to enable employees to transfer earned benefits and entitlements when transferring positions within a Health Authority.~~

~~The parties agree to facilitate the creation and administration of single seniority lists as follows:~~

~~A) *Definition*~~

~~1. For the purpose of this Memorandum:~~

~~Health Authority Employer or HA Employer' includes any employer with its common name listed in Appendix 1 of the CBA Provincial collective agreement (the "collective agreement") that has one of the Health Authorities as its legal name.~~

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~~B) — *Mobility within a Health Authority*~~

~~1. — Effective 120 days after ratification by both parties, an employee who leaves their position or removes their name from a casual list at an HA Employer (“Employer A”) and begins a new position or is added to a casual list within 90 calendar days at another HA Employer (“Employer B”) within the same Health Authority, shall transfer all seniority, benefits, increment step, and accruals accumulated (where applicable) at Employer A to Employer B as if those two employers were the same employer under Appendix 1 of the collective agreement. Employees leaving a regular position at Employer A who retain casual status at Employer A will not be entitled to transfer seniority, benefits, increment step, or accruals to Employer B.~~

~~For greater clarity: seniority, benefits, increment step, or accruals cannot be applied at two separate HA Employers at the same time.~~

~~2. — Effective the Implementation Date, employees transferring positions within a Health Authority will no longer be subject to B)(1), as they will have the mobility rights provided under B)(1) because the whole of each Health Authority will be deemed a single employer for purposes of this MOA.~~

~~3. — Whether before or after the Implementation Date, employees shall not port superior benefits when posting/moving between HA Employers, except where the same superior benefits exist at the receiving HA Employer. Otherwise, and except as modified by this Memorandum of Agreement, employees posting/moving between positions will be covered by the benefits in existence at the receiving worksite.~~

~~C) — *Status of Employees Following Dovetailing*~~

~~1. — Effective the Implementation Date of the dovetailed seniority list, each employee shall be restricted to one status: regular full time, regular part time, regular Community Health Worker, or casual.~~

~~2. — Employees who have regular status at one HA Employer and have casual status at a different HA Employer shall inform their Health Authority no later than 90 days prior to the Implementation Date of which status they wish to maintain and, which they wish to relinquish.~~

~~3. — At least 30 days prior to the Implementation Date, Employees who hold multiple positions that total more than 1.0 FTE must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE.~~

~~4. — The Health Authorities will pay out the vacation accrued in the position(s) relinquished under 3 above.~~

~~5. — After relinquishing positions under 3 above, regular and casual employees may continue to access casual work through Article 29 at multiple HA Employers by registering on the department list, provided that:~~

~~i. — The employee possesses the required qualifications; and~~

~~ii. — The department has an operational need to increase the number of employees on the department casual list~~

~~6. — A Health Authority may create a casual list that covers more than one Appendix 1 Employer within a Health Authority with the agreement of the union or unions of the impacted Appendix 1 Employers. If any such casual list exists at the Implementation Date, it shall continue unless the parties agree otherwise.~~

~~7. — Casual employees and regular part-time employees currently registered to work in multiple HA Employers at the Implementation Date will continue to be registered on combined lists or shall remain on casual at the applicable Appendix 1 employer.~~

~~8. — Regular employees may continue to hold multiple positions provided the employees' multiple positions do not exceed a total of 1.0 FTE.~~

~~D) — *Seniority and Benefits*~~

~~1. — All individual seniority lists for each Health Authority will be merged into one new single seniority list covering all employees under this agreement for that Health Authority on the Implementation Date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all sites within the Health Authority. "Dovetailing" means placing employees on a list in descending order of seniority.~~

~~2. — Employees who are registered on multiple seniority lists will receive the total seniority earned at all HA Employers to a maximum of 1.0 FTE per annum equivalent for the total duration of service at the Health Authority. Article 14 employees cannot accrue more than 1950 hours of seniority in a calendar year and~~

~~Article 15 employees cannot accrue more than 2080 hours of seniority in a calendar year.~~

~~3. Regular full time and part time employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefits in accordance with the collective agreement.~~

~~4. Except as provided for in this Memorandum of Agreement, employees being merged onto the dovetailed list will retain all accrued benefits, including but not limited to vacation, special leave, and sick leave, subject to not exceeding the entitlement that the employee would have accrued as a 1.0 FTE employee for their years continuously working at the Health Authority.~~

~~5. Following the Implementation Date, employees with multiple regular positions will continue to accrue vacation credits based on total years of continuous service for the Health Authority in accordance with the collective agreement.~~

~~6. Employees who are at different increment steps in different classifications will be placed at the increment step that reflects their dovetailed seniority.~~

~~E) *Vacancy Posting*~~

~~1. Effective the Implementation Date, employees of Health Authorities will be permitted to use their dovetailed seniority for the purpose of posting into any positions within the Health Authority in accordance with Article 12.3 as amended in the pending term of the 2022-2025 Collective Agreement.~~

~~F) *Bumping*~~

~~1. Following the Implementation Date, bumping will be in accordance with Article 13.3 as amended in the pending term of the 2022-2025 Collective Agreement.~~

~~G) *Union Representation*~~

~~1. Bargaining agent representation of employees as of the Implementation Date will continue to apply following the Implementation Date unless it is subsequently modified.~~

~~2. Employees transferred/appointed/promoted to a position at a different HA Employer will be represented by the bargaining agent certified to represent the work at that HA Employer.~~

H) ~~Collective Agreement~~

1. ~~This Agreement shall not be used to interpret any other aspect of the collective agreement.~~

I) ~~Implementation Working Group~~

1. ~~The parties will create a joint working group to discuss and resolve any issues arising from this MOA. The working group will be formed 120 days after ratification of this collective agreement and shall consist of representatives from the CBA, Health Authorities and HEABC. The working group will be guided by the goals of the parties identified in this MOA.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #20~~

~~Re: Consultation – Contracting Out~~

~~Health Sector employers will engage in a consultation process as described below effective at least 60 calendar days in advance of the issuance of a Request for Proposals ("RFP") or by issuance of an equivalent invitation to bid by a Health Sector employer when it is considering contracting out that may result in the layoff of bargaining unit employees.~~

~~(a) *Consultation Process – General:* In the 60 calendar day period, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed contracting out and/or the options for impacted employees. Health Sector employers will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a union.~~

~~Where a project involves services that impact a significant number of the worksites amalgamated within one Health Authority, or a project that would impact on 50 or more FTEs at an affiliate employer, the HEABC and the Community Bargaining Association agree that the 60 calendar day period will be changed to up to 90 calendar days.~~

~~At the end of the 60 or 90 calendar day period as applicable, the Health employer will have the discretion to proceed with contracting out.~~

~~(b) *Consultation Process – Two or More Health Authorities:* Where a project would apply to two or more Health Authorities covered by the Community Subsector collective agreement, the HEABC and the Community Bargaining Association agree to refer the~~

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~~project to a provincial level Alternate Service Delivery Committee jointly established by the HEABC and the CBA. In this event the consultation process will begin 90 days in advance of the issuance of an RFP by the Health Authorities or by issuance of an equivalent invitation to bid.~~

~~The Committee will be comprised of four representatives appointed by the Community Bargaining Association and four representatives appointed by the HEABC. The Committee will have the ability to bring in a reasonable number of subject matter experts in the work performed and/or the proposed project.~~

~~The HEABC and the Community Bargaining Association also agree that where a project impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations but the membership of the Committee will not include representatives from other Union Bargaining Associations.~~

~~The Committee will be the forum for the discussion of alternatives to the proposed contracting out and/or the options for impacted employees. The Health Authorities will give good faith consideration, in the discussions on contracting out, to alternatives advanced by a union.~~

~~The HEABC and the Community Bargaining Association will each pay their own expenses for their respective committee members. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Committee.~~

~~At the end of the 90 calendar day period, the Health Authorities will have the discretion to proceed with contracting out.~~

~~(c) — *Disclosure*: Health employers will provide the Union with a detailed description of the proposed contracting out. Relevant information and supporting documents on the proposed contracting out will be disclosed by the Health employer to the Union to inform the discussions regarding alternatives and options for affected employees.~~

~~(d) — *Confidentiality*: Confidentiality will be needed until such time as the Employer is prepared to announce a decision. The HEABC and the Community Bargaining Association agree that the Union has the ability to discuss with impacted employees alternatives and options on a confidential basis. The HEABC and the Community Bargaining Association agree that should any financial and/or proprietary information of the Employer and/or any potential third party contractor be disclosed, such information will remain confidential.~~

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~~(e) — Notification of CBA. Once the Health employer makes a decision under the process set out in this memorandum of agreement, the Community Bargaining Association will be notified of the decision in writing. If the Health employer makes a decision to proceed with contracting out, the parties agree that they will move to the process set out in the memorandum of agreement Re: Employee Options – Contracting Out.~~

~~(f) — Application of Labour Relations Code: the HEABC and the Community Bargaining Association agree that the process described in this memorandum of agreement and the memorandum of agreement entitled "Employee Options – Contracting Out" establish the specific process of consultation and adjustment contemplated by Section 54 of the Labour Relations Code and satisfies the requirements of this section of the Labour Relations Code for the purposes of contracting out that results in the layoff of members of the Community Bargaining Association bargaining unit.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #21~~

~~Re: Employee Options – Contracting Out~~

The parties agree as follows:

~~Part I – Employee Options~~

~~(a) — Employment with the Contractor: If a regular employee, who has been issued a displacement letter due to contracting out, is interested in being employed by the contractor, the Health employer will facilitate the application process.~~

~~(b) — Expanded Access to Regular Ongoing Vacancies and Casual Lists: A regular employee, who has been issued a displacement letter due to contracting out, who has not terminated and who has no bumping or vacancy options under the Community Subsector collective agreement at their current employer shall be entitled to:~~

~~Apply for an unfilled regular ongoing vacancy in accordance with Article 12.3 in any one of the six Health Authorities.~~

~~Employees accessing these vacancies in the Health Sector in a location that is more than 50 kilometres from their previous worksite and who chooses to relocate will be entitled to relocation expenses of \$500 for a move of up to 240 kilometres and \$800 for a move of beyond 240 kilometres. Relocation expenses must be~~

~~claimed from their former employer within six months of the start date of the regular position and must be supported by receipts.~~

~~or~~

~~Register for casual work under Article 29 (Casual Employees) on one casual list in any one Health Authority worksite in the province in the classification they were displaced from provided the employee is qualified to perform and capable of performing the work.~~

~~A displaced regular employee who successfully posts into a regular ongoing vacancy or registers for casual employment prior to the expiry of their recall period under the process in this memorandum of agreement shall have eligibility periods waived for health and welfare benefits as follows:~~

~~A displaced regular employee who successfully posts into a regular ongoing vacancy will be entitled to coverage under the Medical, Dental, and Extended Health Plans effective the first day of the month following appointment to the position.~~

~~A displaced regular employee who registers for casual employment shall be governed by Article 29.7 (Transfer to Casual Status) but will have the option to enrol in the health and welfare plans as per Article 29.9(a) (Casual Employee Benefits) without having to work 180 hours.~~

~~(c) — *Re-Employment with Previous Health Sector Employer:* A regular employee laid off as a result of contracting out who successfully applies on a posting for a regular ongoing position at their previous Health Sector employer within one year from the effective date of the end of the recall period will have their previous Health Sector service and seniority restored. This provision will not apply to an employee who has ported benefits to another Health Sector employer within one year from the effective date of the end of the recall period.~~

~~(d) — *Re-Training Fund:* A re-training fund will be established to facilitate access to retraining for a job in areas of need in the Community Subsector.~~

~~Re-training or other mitigation options (ERIP/VDP/Enhanced Severance as referenced in~~

~~Section 5.1 of the settlement agreement) for employees laid off due to contracting out in the future funding amounts to be determined.~~

~~Individuals previously laid off due to contracting out – funding amounts to be determined.~~

~~Individuals previously laid off due to contracting out who are interested in re-training must receive an allocation from the re-training fund by December 31, 2008.~~

~~After that date, remaining funds shall be made available to all employees to be re-trained in areas of need in accordance with the terms determined by the Joint Committee. Individuals previously laid off due to contracting out who are re-trained and who are not already in the Health Sector and who apply for a regular ongoing vacancy with any Health Sector employer are considered an external applicant under Article 12.3 (Job Posting Process and Regional Postings) of the Community Subsector collective agreement.~~

~~(e) Subject only to the variations specified in this memorandum of agreement, the Community Subsector collective agreement will apply and prevail.~~

~~(f) This memorandum of agreement is effective from April 1, 2006.~~

~~Part 2 – Re-Training Committee~~

~~A joint re-training committee will be established comprised of three representatives appointed by the Community Bargaining Association and three representatives appointed by the HEABC. The principles governing the Committee's decisions and the application of the re-training funds are:~~

- ~~(a) Re-training must be for an area of need in the Community Subsector as determined and approved by the Employer.~~
- ~~(b) An employee must be qualified and capable before being able to bid on a vacancy upon completion of any re-training.~~
- ~~(c) The funds shall cover the cost of the course and, where appropriate, a reasonable stipend for current employees in the Health Sector to assist with living expenses while enrolled in the course. The Joint Committee will determine the value and application of the stipend.~~
- ~~(d) During the re-training period, the employee will be placed on a casual list at their current Health Sector employer and: (a) can access work during the retraining period if the employee is qualified; or (b) if not qualified, is deemed unavailable until the re-training is concluded.~~

- ~~(e) — The Committee may discuss retraining for areas of need in the Facilities Subsector.~~
- ~~(f) — A re-trained employee commits to stay in the Health Sector upon conclusion of re-training and posting into a vacancy. Failure to stay in the Health Sector for a period of three times the length of the re-training period results in a prorated share of reimbursing the Fund for the cost of the re-training and, where applicable, the stipend payments.~~
- ~~(g) — Should no regular ongoing vacancy be available, a re-trained employee must register on one casual list in any one of the six Health Authorities across the province upon completion of training to facilitate access to a regular ongoing vacancy. The casual list must be for an occupation in which the employee received re-training. The employee will retain the ability to access portable benefits and have seniority restored for six months following the completion of the retraining if the employee is successful in posting into a regular ongoing vacancy.~~
- ~~(h) — The HEABC and the Community Bargaining Association will work with public postsecondary institutions to maximize the training opportunities for the employee and the Employer.~~
- ~~(i) — The Re-Training Committee will also be responsible for allocating payments from the Fund for ERIP, VDP, or Enhanced Severance as referenced in Section 5.1 of the settlement agreement to employees impacted by contracting out. Prior to making any allocations available for ERIP/VDP, the Re-Training Committee will give due consideration to the priority that the parties place on making funds available for re-training.~~

~~Part 3 – Other Options~~

~~The following options are available for consideration by the Employer at its discretion:~~

- ~~(a) — Early Retirement Incentives and/or Voluntary Departure Incentives. If such incentives are made available to employees impacted by contracting out, such incentives will only be granted where vacancies would be created by the departing employee(s) which would be filled by other employees who would otherwise be laid off due to contracting out. Such incentives will be provided only to the extent that the Re-Training Committee provides financial support from its Fund.~~

- (b) ~~Other options for labour adjustment suggested by the Union, including voluntary recognition of the Union.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #22~~

~~Re: Article 15.2 Joint Interpretation~~

~~Within 180 days of ratification, the Parties will seek to create a joint interpretation regarding the following from Article 15.2:~~

~~“Employees shall not be required to work more than six consecutive days without receiving two consecutive days off work.”~~

~~The parties may, by mutual agreement, engage a mediator to assist with the meeting.~~

~~If the parties cannot agree on a joint interpretation, either party may refer a grievance to arbitration in accordance with Article 9.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #29~~

~~Re: Special Leave Travel for Medical Appointments~~

~~Effective April 1, 2023, the Parties agree that employees may use special leave credits accumulated under Article 20.3 as follows:~~

~~Travel to and from a personal medical appointment where the travel is greater than 100 kilometers or requires travel by ferry to a maximum of seven and one half hours (eight hours for CHWs) per year.~~

~~This MOA expires on March 30, 2025.~~

Amend the collective agreement by deleting the following:

MEMORANDUM OF AGREEMENT #30

Re: Health and Welfare Benefits

Definitions

1. In this Memorandum:

“Benefits” means: LTD, AD&D, EHC, Dental and Life;

“Employer” means any employer certified to the CBA bargaining unit;

“Funding Formula” means the document entitled *“Benefits Funding Formula for the Joint Community Benefits Trust”*, dated February 17, 2017 (attached);

“Joint Community Benefits Trust (“JCBT”)” means a trust formed by HEABC and the CBA as required by this Memorandum.

Formation of the JCBT

2. The parties agree to establish a working group (*“Working Group”*) by September 30, 2014 to create the JCBT.
3. The Working Group will be composed of members with an equal number of members appointed by HEABC and CBA.
4. HEABC and CBA will each have one vote on the Working Group with any differences resolved by the adjudicator appointed under paragraph 27.
5. The JCBT shall be established by no later than September 30, 2015 unless agreed otherwise by the parties.
6. Upon formation of the Working Group, HEABC will provide or cause the Healthcare Benefits Trust (*“HBT”*) and HBT’s contracted benefit providers to provide directly to HEABC or CBA all data reasonably requested by either the HEABC or CBA and their respective designated advisors for purposes of analyzing the future provision by the JCBT of benefits currently provided by the HBT. For purposes of clarity, such data will include but will not be limited to all data reasonably necessary to perform an actuarial valuation of the HBT or the JCBT.

7. ~~HEABC, CBA and their respective members on the Working Group will maintain strict confidentiality in respect of the data.~~
8. ~~HEABC will provide the CBA with reasonable funding, until the JCBT is formed, for costs incurred by the CBA in regard to the establishment and formation of the JCBT. Any further costs of this nature incurred by the CBA will be funded by the JCBT.~~

Co-Governance of the trust

9. ~~The JCBT will be governed by a board of trustees with an equal number of trustees appointed by each of HEABC and the CBA.~~
10. ~~The parties will appoint as chair of the board of trustees a person with recent benefit experience.~~
11. ~~The trustees appointed by HEABC will have one vote, the trustees appointed by CBA will have one vote and the chair will have one vote if there is a tie.~~
12. ~~The union representatives on the JCBT will have the right to amend extended health, dental and life and accidental death and dismemberment benefits but any decision to amend LTD benefits will be made by consensus of the trustees.~~

Benefit funding

13. ~~The parties agree that the benefits provided under the collective agreement shall be maintained unless amended by the trustees.~~
14. ~~The parties, through the Working Group and with reference to paragraph four above, shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of regular straight-time payroll hours of those receiving benefits and payable by the Employer to the JCBT ("*Benefits Funding*"). The Benefits Funding will be transferred to, and be administered by, the JCBT commencing April 1, 2016.~~
15. ~~By April 1, 2017, all employers must obtain benefits through the JCBT.~~
16. ~~The parties agree that the fixed percentage will be determined by the Funding Formula.~~
17. ~~The parties agree that the percentage determined for Benefits Funding pursuant to the Funding Formula, shall remain fixed for the period April 1, 2017 to March 31, 2019 and will remain in effect except as amended by agreement~~

~~of the parties and will be subject to renegotiation under any renewal collective agreement.~~

- ~~18. In addition to the funds transferred to the JCBT commencing April 1, 2017, HEABC will transfer to the JCBT as outlined in #9 of the Funding Formula.~~
- ~~19. The JCBT may enter into negotiations to effect an asset and liability transfer from HBT.~~
- ~~20. HEABC will indemnify and save harmless the CBA, its constituent unions, and the JCBT from any and all claims from HBT, the HEABC or the government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.~~

Employer LTD risk obligation

~~This section has been deleted and replaced with various provisions of the Funding Formula (including but not limited to #21 to #24).~~

Benefit procurement

- ~~21. Until September 30, 2017, or until an alternate provide is chosen, the JCBT must obtain coverage through the Healthcare Benefit Trust. Thereafter the JCBT may obtain coverage through alternative providers.~~

Benefits

- ~~22. Subject to available funding, the trustees of the JCBT can redesign the benefits.~~

Discretionary appointment to the HBT Board

- ~~23. Subject to the approval of HEABC as settlors of the HBT, the trustees of the JCBT may designate one HEABC trustee and one CBA trustee to serve as trustees of the Healthcare Benefit Trust.~~

Dispute Resolution

- ~~24. HEABC and CBA agree that any issue whatsoever relating to the interpretation, application or alleged violation of this Memorandum shall be remitted to Stan Lanyon for binding determination. For clarity, Stan Lanyon's jurisdiction includes any disputes arising out of the Working Group up to and including the date on which the JCBT is fully operational.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #31

Re: JCBT Special Program Funding

The parties agree that in addition to the regular services provided by the JCBT there is merit in providing the JCBT with additional annual lump sum payments for the purposes of funding special programs (the "Special Program Funds").

The Special Program Funds shall be paid to the JCBT, subject to successful evaluations, as follows:

1. Year one (April 1, 2019 – March 31, 2020) – \$100,000
2. Year two (April 1, 2020 – March 31, 2021) – \$500,000
3. Year three (April 1, 2021 – March 31, 2022) – \$500,000

The parties further agree that the Special Program Funds must be used by the JCBT in a manner that is mutually beneficial to the parties. Specifically, the parties agree that JCBT must use the funds to target the following areas relating to health and welfare benefits:

1. Strategies and actions to facilitate faster returns to work for employees on LTD;
2. Strategies and actions to address and improve the mental health of employees; and
3. Any other area mutually agreed upon by the parties.

The parties may make proposals for funding to the JCBT for programs that support the advancement of the above areas.

The parties recognize that JCBT may act independently from the parties and therefore agree to impose a mechanism for evaluating the effectiveness of JCBT's use of Special Program Funds. The parties will meet and determine an appropriate evaluation mechanism prior to contributing the year one (2019) funds to the JCBT. Future year funds will only be released if the Parties are satisfied that the JCBT has used Special Program Funds appropriately throughout the prior year. The evaluation shall occur during the last three months of the applicable year.

Effective March 1, 2025, the remaining balance of the JCBT Special Program Funds agreed to in the 2019-2022 collective agreement is \$130,859.19.

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #32~~

~~Re: Joint Community Benefits Trust Working Group~~

~~The CBA and HEABC (the “Parties”) share a common goal of the long-term sustainability of the Joint Community Benefits Trust (JCBT).~~

~~The Parties agree to establish a working group to review and consider changes to the funding formula for the Joint Community Benefit Trust on the following terms:~~

- ~~1. Five representatives appointed by the CBA.~~
- ~~2. Five representatives appointed by HEABC, one of which will be a representative from the Public Sector Employers’ Council Secretariat.~~
- ~~3. The working group may consult with additional subject matter experts as required.~~
- ~~4. The working group will provide information and recommendations to Government for consideration, including in the development of the next bargaining mandate, by no later than April 1, 2024.~~
- ~~5. The working group may also provide recommendations to the Parties.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #33~~

~~Re: Employee Data, Membership Cards, and Seniority List Working Group~~

~~The parties agree to establish an ongoing working group to address the evolution of employee data from a historically paper-based system to one that includes electronic data and online tools.~~

~~The working group will commence no later than 120 days following the date of ratification and will consist of four representatives selected by HEABC and four representatives selected by the CBA. The working group shall determine the agendas and frequency of meetings and identify other participants to attend meetings on specific topics.~~

~~The objectives of the working group are to:~~

- ~~Identify the frequency and content of information that is required to be remitted to a union and/or stewards by an employer.~~
- ~~Develop a recommended practice for the transmission of electronic information.~~
- ~~Distinguish between macro information that is delivered directly to a union and that which is related to the orientation of new employees at a worksite by a union steward.~~
- ~~Develop a recommendation on effective and efficient practices related to the provisions of the agreement covering dues check-off and union membership cards.~~
- ~~Develop recommendations on how name and gender changes specific to trans inclusion are communicated to unions.~~
- ~~Consider the difference between seniority that needs to be readily available to employees and worksite stewards/officers and that required by unions outside of grievances and other dispute resolution processes.~~
- ~~Develop recommendations on potential collective agreement language changes to modernize the agreement concerning employee data, membership cards, and seniority lists.~~
- ~~Develop a recommendation on the sharing of employee status with unions and the privacy aspects of displaying employee status on employee or publicly accessible lists.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #34~~

~~Re: Scheduler Education~~

~~In an effort to better equip employees working as schedulers with the skills, abilities, and tools they need to improve scheduling efficiency, the parties commit to meeting within 90 days of the ratification of the collective agreement to engage in consultation process regarding the following:~~

- ~~1. The development of a joint interpretation on scheduling.~~
- ~~2. The development of an education program for schedulers~~
 - ~~a. This program shall be funded by one-time contributions from HEABC.~~

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~~b. HEABC shall contribute \$50,000 between April 1, 2019 – March 31, 2020 to be used for the development of the education program.~~

~~c. HEABC shall contribute \$100,000 between April 1, 2020 – March 31, 2021 to be used for the education of schedulers; and~~

~~d. HEABC shall contribute \$100,000 between April 1, 2021 – March 31, 2022 to be used for the education of schedulers.~~

~~This MOU shall expire on March 31, 2022.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #35

Re: Recruitment and Retention of Indigenous Workers

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. The parties agree that these ongoing harms are best addressed with concerted efforts to embed Indigenous-Specific Anti-Racism. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the CBA bargaining unit.

2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:

- the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
- where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or

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- where the Employer has identified it is desirable to hire Indigenous peoples into leadership, or mentorship, and/or supervisory roles.

3. Where there is more than one qualified Indigenous candidate, Employers will consider, among other factors, the community or communities involved, and the patient/resident/client/service user population served by the position. Informed by a distinctions-based approach, considerations will be given to candidates' relationships, knowledge and/or experience with or in the communities or populations being served. The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.

4. The parties agree that there may be new or existing positions that require lived experience, or knowledge of, Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.

5.4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

6. This MOA will form part of the Employers' and Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #36

Re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 In Plain Sight report.

~~The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.~~

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by:

- committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- working together to actively identify, address and rectify barriers in Collective Agreements; and
- working to increase the representation of Indigenous individuals in the healthcare workforce.

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the In Plain Sight report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the “*Forum*”). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

The Ministry of Health ~~will~~ has established the Forum ~~and present the Terms of Reference that will set out the~~ with the following purpose:

- ~~to create a Forum~~ for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of

the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the In Plain Sight recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Community Subsector. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum quarterly, or more frequently as deemed necessary.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT #TBD

Re: Indigenous Grievance and Arbitration Working Group

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;

- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the “Provincial ISAR Forum”)

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous workers. Therefore, the parties acknowledge the importance of reviewing these processes to create more culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a “speak-up” culture in health care.

By April 1, 2026, HEABC will convene a coordinated and integrated Indigenous Grievance and Arbitration Working Group (the “Working Group”). The Working Group will review the current state of the grievance and arbitration processes and develop provincial and sector-wide recommendations on the grievance and arbitration processes that:

- takes a distinctions-based approach;
- hardwires Indigenous-specific anti-racism by embedding Indigenous rights;
- promotes cultural safety;
- encourages a ‘speak up’ culture; and
- maintains respect and collaboration.

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;

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- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

The Working Group, or a sub-committee of the Working Group, will prioritize the development of joint recommendations regarding opportunities for Indigenous workers to request the involvement of an Elder or another respected member of the Indigenous community in grievance procedures and/or other meetings with employers. Such recommendations will be issued by March 31, 2029, and will consider, among other things:

- the value and support this involvement would provide Indigenous workers;
- the cultural and emotional safety of Elders or respected community members;
- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, employees, and Employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and
- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

The above work does not prevent an employer, union, and Indigenous worker from agreeing locally in advance to facilitate the attendance of an Elder or another respected community member in a grievance process or meeting.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT #TBD

Re: Indigenous Workforce Committee

To further the recruitment, retention and advancement of Indigenous employees, a provincial Indigenous Workforce Committee (the “Committee”) will be established for the purpose of sharing and discussing Indigenous workforce planning activities and initiatives across the health sector, including, but not limited to:

- Programs supporting the recruitment and retention of Indigenous employees;
- Career path counselling for Indigenous employees;
- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous employees’ access to leadership roles.

The Committee will be a subgroup of the provincial forum established under the MOA Re: Declaration of the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare and will be made up of a representative from each public sector healthcare bargaining association and a representative from each health authority/PHC, with secretariat support from HEABC. The Committee may include representatives from the Ministry of Health or any other interested parties mutually deemed to be appropriate members of the Committee. The Committee will be led by two rotating cochairs, one bargaining association representative and one health authority/PHC representative.

The Committee will be struck within 120 days after all health-sector 2025-2029 collective agreements have been ratified, and will meet on a quarterly basis. The Committee will report to the forum providing periodic updates.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT #TBD

Re: Indigenous-Specific Mental Health and Substance Use Support and Resources

Upon ratification, the parties will make a joint recommendation to the Joint Community Benefits Trust (JCBT) as follows:

The CBA and HEABC jointly request that, if and when the trustees of the JCBT determine, in accordance with the trust’s funding policy and the trustees’ fiduciary duties, that the funding status of JCBT would reasonably permit the modification of the extended health care benefits, the trustees consider modifying the benefits plan to provide coverage for some or all of the costs of Indigenous-specific mental health and substance use support services that are not presently covered. Such services may include, but not be limited to, counselling, short and long-term healing programs, and medical-related travel expenses.

The CBA and HEABC further recommend that the trustees explore whether any such modifications to the plan can be structured in such a way that the services of Indigenous health organizations and service providers are included in the coverage wherever possible.

This MOA will be satisfied once the above-described joint recommendation is provided to the JCBT.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TBD

Re: Days of Cultural or Religious Significance Pilot Project

- A. The Parties agree that many of the current recognized holidays are centered around Christian and/or colonial holidays and therefore may not be meaningful or significant to some employees in the bargaining unit.
- B. In the spirit of equity, decolonization, and inclusion the Parties agree to form a Days of Cultural or Religious Significance Working Group (the “Working Group”) to both design and oversee the implementation of a pilot project that will assess resources and other commitments needed to grant flexible cultural or religious days of significance to employees.
- C. The Working Group will consist of six (6) participants with three (3) appointed by the HEABC, one (1) of which will be a senior operational leader with appropriate decision-making authority for the Employer, and three (3) will be appointed by the CBA, one (1) of which will be a Senior Union Officer or their representative, who has appropriate decision-making authority for the CBA.

- D. The Working Group will design and seek to implement a pilot project to allow employees of diverse faith or cultural backgrounds to exchange recognized holidays under Article 17.1 for days of significance to them.
- E. The Working Group will meet within ninety (90) days of ratification of the Collective Agreement, and will continue to meet no less than once every thirty (30) days, or as agreed by the Working Group.
- F. The Working Group will oversee the following:
- i. The pilot project will consider multiple areas/locations, and, if possible, will include at least one large, one small and one affiliate/community area/location, or as otherwise identified by the Working Group.
 - ii. The Working Group will ensure that the pilot project commences at the designated areas/locations by September 2026, or such other date as agreed by the Working Group, and will last one year.
 - iii. The pilot project will include all recognized holidays under Article 17.1, subject to determination by the Working Group.
 - iv. The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.
 - v. Employers will not incur additional costs as a result of participating in, implementing, and/or operationalizing the pilot project.
 - vi. Participating Employers will have the ability to reasonably deny requests, and/or redeploy participating employees if their worksite is closed on the exchanged holiday. Employers are not expected to open an otherwise closed worksite for an employee participating in the pilot project.
 - vii. The Working Group will assess and evaluate the effectiveness of the pilot and report back to the Parties at the conclusion of the pilot project.
- G. This Memorandum is effective for the term of the Collective Agreement.

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #38

Re: Diversity, Equity and Inclusion Working Group

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, ~~within 120 days of ratification~~ the parties will ~~establish~~ continue a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “*Working Group*”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to ~~March 31, 2025~~ March 31, 2029
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
 - ~~Develop terms of reference;~~
 - Engage and consult ~~stakeholders~~ interest holders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;

- Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;
 - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
 - The parties will continue to work cooperatively to support and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education. Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:
 - i. ~~suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and~~
 - ii. ~~suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.~~
8. The Working Group will make recommendations to PHHRCC.
9. ~~The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.~~

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #39~~

~~Re: Benchmark Modernization Committee~~

~~Healthcare has evolved since the creation of the CBA classification system. The parties acknowledge the benefit of maintaining the currency of benchmarks by reviewing and~~

~~updating their contents to ensure they accurately reflect the overall scope and level of responsibility.~~

~~During the term of this agreement the Community Bargaining Association (CBA) and Health Employers Association of British Columbia (HEABC) will begin the review process.~~

~~Therefore, no later than 6 months after ratification, the parties shall establish a joint working committee on the following terms:~~

- ~~1. Four representatives appointed by the CBA.~~
- ~~2. Four representatives appointed by HEABC.~~
- ~~3. The working group may consult with additional subject matter experts as required.~~
- ~~4. The parties will identify at least two job families (one of which shall be Administrative Services) and commence a review to determine the accuracy of the benchmarks and, by mutual agreement, make any changes required.~~
- ~~5. There will be no cost consequences to the Employer as a direct result of this review during the term of this agreement. For greater clarification, any revised benchmarks established by the Joint Working Committee may be implemented but will be at no cost to the Employer, unless mutually agreed.~~

Amend the collective agreement by deleting the following:

MEMORANDUM OF AGREEMENT #40

Re: Classification Education

~~During the 2014-2019 collective agreement, the parties signed MOA #34 which created a joint working committee. That committee jointly recommended the following:~~

~~A companion guide to the benchmarks is drafted containing definitions of the key word/phrases for consideration of the Parties. The Committee further recommends that the guide, like the benchmarks, not form part of the Collective Agreement.~~

~~The parties recognize that there is a shared desire to improve knowledge of excluded managers and union officers regarding classification terms and processes.~~

~~Therefore, no later than 6 months after ratification, the parties shall establish a working group on the following terms:~~

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- ~~1. Three representatives appointed by the CBA.~~
- ~~2. Three representatives appointed by HEABC.~~
- ~~3. The working group may consult with additional subject matter experts as determined by the committee.~~
- ~~4. The committee shall jointly develop a guide or educational materials for excluded managers and union officers to educate them on terminology, collective agreement process, and any other classification related information the committee determines is appropriate.~~
- ~~5. The committee shall determine the appropriate form of the educational materials that it develops.~~
- ~~6. Any guide or education process shall not form part of the collective agreement.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #41

Re: Special Projects

The Parties shall allocate a one-time lump sum of \$900,000 for special projects (“*Special Project Funds*”).

Either party may create proposals for the use of the Special Project Funds for programs or projects that would be beneficial to CBA employees.

The use of the Special Projects Funds shall be by mutual agreement of the Parties.

Effective March 1, 2025, the remaining balance of the Special Project Funds agreed to in the 2022-2025 collective agreement is \$498,000. The parties agree to allocate an additional \$373,000 in one-time funds to the Special Projects Fund as follows:

- April 1, 2025: \$300,000
- April 1, 2026: \$7,000
- April 1, 2027: \$11,000
- April 1, 2028: \$55,000.

Amend the collective agreement by deleting the following:

MEMORANDUM OF AGREEMENT #42

Re: Elimination of Step 1

~~Effective the first pay period following April 1, 2023, the parties agree to amend Schedule B – Wage Schedule by removing Step 1. Any employee being paid at Step 1 shall be paid at Step 2 and the employee’s increment anniversary date shall then become the effective date of the change.~~

~~Any new employees hired after April 1, 2023 shall start at Step 2.~~

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT #45

Re: Community Health Worker Fixed Shift Minimums

The parties acknowledge the critical role of Community Health Workers in the delivery of home health care to clients in their homes.

The parties recognize the importance of recruitment and retention of Community Health Workers (CHW) in the health care sector and the desire for more stable and predictable shift schedules.

The Parties agree that each Health Authority shall maintain at least ~~30~~80% of regular CHW positions as Fixed Shift positions.

This shall be effective upon ratification for Health Authorities that currently meet or exceed these terms, and effective April 1, 2027, ~~one year from ratification~~ for any Health Authority that currently does not meet these terms.

The Employer may post temporary fixed shift positions for absences in existing fixed shift positions where the vacancy is four months or greater.

Fixed shift positions are not subject to Article 15.4(d) in relation to the assignment of ongoing hours.

Twice a year, at the Union/Management Committee meeting, the Union and Employer will review the process in which unfilled fixed shifts have been filled, in whole or in part, for the purpose of process improvement. This does not prejudice reviews related to the grievance procedure.

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This memorandum of agreement expires at the end of the term of this collective agreement, subject to Article 31.4.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT #TBD

Re: Special Leave (Article 20) Working Group

The parties agree to the following process with respect to Article 20.3:

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretation and application of Article 20.3(b)(3);

WHEREAS the FBA and HEABC have already gone through this process and developed joint principles;

THEREFORE, the parties agree to the following:

1. The Community Bargaining Association and HEABC are committed to agreeing to a set of principles to guide the parties to interpret and apply Article 20.3(b)(3).
2. The Community Bargaining Association and HEABC will appoint three (3) representatives each to a working group on Article 20.3(b)(3) (the “Working Group”).
3. Within one hundred twenty (120) days of ratification of the collective agreement, the Working Group will begin to meet to develop a set of principles to guide the parties to interpret and apply Article 20.3(b)(3) based on a review of the principles developed and published in 2024 by the FBA and HEABC, decisions of arbitrators, expedited arbitrators and industry troubleshooter written recommendations, who have interpreted Article 20.3(b)(3) and other information the Working Group may deem relevant.
4. If the Working Group is unable to reach agreement on the principles within twelve (12) months of convening, outstanding differences will be referred to a mutually agreed-to arbitrator who will act as a mediator and issue a report with recommendations.
5. The Working Group will submit the agreed principles and any report with recommendations from the mediator to the parties. If accepted by both parties, the principles will then be issued as a joint publication as soon as possible.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT #TBD

Re: Joint Retraining Fund

In 2008, a fund was created to be used for retraining of contracted out employees pursuant to the Bill 29 Settlement Agreement (the “Retraining Fund”). The parties wish to continue to make these monies available to CBA members and agree to amend the terms associated with the Retraining Fund as follows:

1. The Retraining Fund will continue to be administered by a Joint Retraining Committee comprised of three (3) representatives appointed by the CBA and three (3) representatives appointed by the HEABC (the “Committee”).
2. The Committee will set the parameters governing employee access to the Retraining Fund. Retraining is not limited to CBA-specific occupations, but retraining must be for an area of need in the Health Sector as determined and approved by HEABC appointed representatives.
3. The Committee will provide an annual report to the parties on the number of CBA employees approved for funding, a list of the re-training opportunities approved, and any other useful information the Committee would like to share to demonstrate the effectiveness of the Retraining Fund.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TBD

Re: Modified Hours of Work Agreement Working Group

The CBA and HEABC (the “Parties”) share a common goal to establish clear parameters and common language for modified hours of work agreements as referenced in Articles 14.2 (h) and 15.16.

Therefore, the Parties agree to establish a Modified Hours of Work Agreement Working Group (the “Working Group”) with the goal of recommending for adoption by the Parties a letter of agreement that establishes a template for agreements and identifies all relevant language in the CBA collective agreement that relates to hours of work agreements.

Discussions of the Working Group are without prejudice and are subject to the agreement of the Parties.

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The Working Group shall be formed within 90 days of ratification and shall be comprised of three appointees from HEABC and three appointees from the CBA. The Parties may invite subject matter experts to attend by mutual agreement. The Working Group shall provide its recommendations to the Parties by December 31, 2026.

Each Party is responsible for their own costs for participating in the Working Group.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TDB

Re: HEABC Membership for Unionized Long-Term Care and Assisted Living (LTC/AL) Operators

WHEREAS in 2009, government implemented a policy that removed mandatory membership in HEABC for publicly funded LTC/AL operators that were members of HEABC at the time, which allowed contracted operators to negotiate lower cost collective agreements;

WHEREAS government has identified that the lower cost collective agreements subsequently contributed to recruitment and retention challenges that were greatly exacerbated by the COVID-19 pandemic;

WHEREAS to stabilize the delivery of LTC/AL during the pandemic, since April 2020 MOH has provided wage-levelling funding to all non-HEABC contracted LTC/AL operators to enable employees at these facilities to be paid the wage rates in the HEABC collective agreements;

WHEREAS government has recently announced that it will no longer provide wage levelling to fully privately funded LTC/AL operators;

WHEREAS government has recognized that common wages, benefits and working conditions for unionized staff supports a caring, well trained and qualified workforce that delivers a consistent provincial standard of care for all seniors.

THEREFORE, the parties agree:

1. For purposes of this Memorandum of Agreement, “HEABC membership criteria” are that the organization is a Health Organization (as defined in the HEABC Bylaws) which, directly or indirectly, receives the majority of its funding from the provincial government for the provision of services valued at \$250,000 or more annually.

2. MOH commits to continue providing wage leveling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria, MOH retains the ability to end wage leveling on ninety (90) days notice.
3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage leveling funding is contingent on no subcontracting of work currently performed by unionized staff.
4. MOH will coordinate with the Public Sector Employers' Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.
5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the CBA within ninety (90) days of ratification or as soon as possible.
6. Within sixty (60) days of ratification, HEABC and CBA will meet for the purpose of negotiating a template Transition Agreement for the transition of employees of new HEABC members in the Facilities bargaining unit to the CBA Collective Agreement.
7. MOH will create a transition schedule to support a phased transition to HEABC membership over a two (2) year timeframe (October 1, 2026 to September 30, 2028).
 - Phase One (October 1, 2026 – September 30, 2027) will target to include fifty percent (50%) of all LTC/AL operators with unionized employees that meet HEABC membership criteria;
 - Phase Two (October 1, 2027 – September 30, 2028) will target to include the remainder of operators with unionized employees that meet HEABC membership criteria.
8. In alignment with the transition schedule, MOH will submit periodic requests to Government to amend the *Health Care Employers Regulation*.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TBD

Re: Standardization of Home Support Risk Assessment Pilot Project

The parties recognize that employers and employees have responsibilities under the *Workers Compensation Act* and the Occupational Health and Safety Regulation to identify workplace hazards, assess risks, and implement measures to protect the health and safety of workers. The parties acknowledge that risk assessments and Point-of-Care Risk Assessments are tools in fulfilling these responsibilities.

The parties have a mutual interest in ensuring that the employee perspective is incorporated into the risk assessment process.

The parties agree to establish a three (3) year Home Support Risk Assessment Pilot Project (the “*Project*”) to improve the risk assessment process for community health workers (CHWs).

The objectives of the Project are to:

- Create and evaluate standardized risk assessment documentation and process,
- Identify gaps in existing risk assessment processes and recommend solutions,
- Provide peer-based support through designated mentor roles,
- Develop a best practices guide, including training on conducting risk assessments and point-of-care risk assessment practices,
- Reduce injuries in home support settings,
- Increase employee confidence in reporting risks, and
- Improve communication between CHWs and supervisors.

The parties will allocate funds up to a maximum of \$750,000 from the OHS Fund through the Memorandum of Agreement Re: Provincial Occupational Health and Safety to support the Project as outlined below:

- 1) HEABC will transfer \$200,000 to the CBA for time-limited support which may include advisors, contractors, or other expenses as approved by the working group. CBA will provide HEABC with a quarterly written report summarizing

expenditures and balances.

2) HEABC will transfer \$500,000 to participating health authorities to support the following:

- Four (4) time-limited CHW Risk Assessment Peer Mentor (Mentor) positions for a maximum of one (1) year, including wages, wage-related costs, training, tools, travel, and other expenses; and
- Employer expenses associated with participation in the Project, including employee training, backfill to support employee participation, and other expenses as approved by the working group. Employers will provide the parties with a quarterly written report summarizing expenditures and balances.

3) HEABC will pay up to \$50,000 for evaluation contractor fees.

Any unused funds at the conclusion of the Project will be returned to the OHS Fund.

Within ninety (90) days of ratification, the parties will establish a working group with equal representation from the CBA and HEABC. The CBA and HEABC will jointly co-chair the working group and will provide oversight, guidance, and support for the duration of the Project.

Phase 1: Planning and Design (Year 1)

Within six (6) months of ratification, the working group will meet to:

- Develop key deliverables, objectives, and quarterly reporting requirements on Project progress;
- Determine the duties and responsibilities for CHW Risk Assessment Peer Mentor roles;
- Select the home support worksites within participating health authorities; and
- Select an evaluation contractor and develop evaluation framework.

Once the above has been completed, the CBA will acquire the time-limited Project support. Under the direction of the working group, within a further six (6) months, the support will:

- Gather and review existing health authority risk assessment and point of care

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risk assessment templates, tools, resources, and training materials;

- Identify gaps and inconsistencies;
- Recommend standardized tools and materials, including but not limited to, risk assessment template, point of care risk assessment materials, audit tool, and training materials;
- Ensure all materials meet legal requirements, are practical for use in community settings, and incorporate the frontline CHW perspective;
- Recommend improvements to processes for reporting risks to the Employer;
- Engage with CHWs, health authorities, and other impacted employees through surveys, focus groups, and approved in home visits;
- Review injury statistics to identify high-risk trends, themes and indicators;
- Develop a Project implementation plan, including how the Mentor roles will support the Project and employees; and
- Develop a best practice guide addressing common issues identified.

The working group will meet quarterly, or as mutually agreed, to review progress.

The working group will review and approve the recommended plan and materials. Upon approval by the working group, the Project plan will be implemented at selected home support worksites at the following health authorities:

- Vancouver Coastal Health
- Interior Health Authority

Phase 2: Pilot (Year 2)

Each participating health authority will have two (2) time-limited CHW Risk Assessment Peer Mentor positions to implement the approved plan. The Mentor will be selected by the CBA through an expression of interest and will report to the manager of the selected home support office.

The duties of the Mentor will include but not be limited to:

- Implementing the standardized tools and materials;

- Supporting education of CHWs and other team members;
- Providing direct peer mentoring;
- Conducting targeted risk assessments based on the approved work plan or as requested by the Employer or CHWs;
- Meeting regularly with site leadership to identify areas requiring support;
- Increasing awareness and knowledge of risk assessments and point of care risk assessments amongst all staff;
- Increasing staff confidence in reporting risks; and
- Improving and empowering CHW's communication amongst team members including supervisors.

Phase 3: Evaluation (Year 3)

Within sixty (60) days after completion of Phase 2, the working group will engage the selected evaluation contractor. The contractor will conduct an evaluation of the Project and produce a final written report that includes:

- A comprehensive review and evaluation of the Project;
- An assessment of the effectiveness of the developed tools, materials, and Mentor roles;
- An analysis of outcomes related to injury trends, reporting practices, and staff confidence; and
- Actionable recommendations for the parties based on the evaluation findings.

This Memorandum of Agreement will expire upon receipt of the final evaluation report.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TBD

Re: Regional Joint Occupational Health and Safety Committees Pilot

The parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The parties agree to a two (2) year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) (“Regional OHS Committee”) at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP rela

ed issues. The Regional OHS Committee will commence within one hundred twenty (120) days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

- OHS, PHS and VP policies and procedures, as applicable;
- OHS, PHS and VP training implementation, as applicable;
- Risk assessment completion;
- WorkSafeBC orders; and
- Corrective actions to address OHS and violent incidents and trends.

The Regional OHS Committee will not be established under the *Workers Compensation Act* and is not an escalation pathway for local JOHSC concerns.

Each Health Authority/PHC will invite participants from each bargaining association that represents the employees of the Health Authority/PHC.

Each Regional OHS Committee will be established in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, which will be provided to all members of the Regional OHS Committees.

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one (1) year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the committee’s effectiveness utilizing established criter

a. The results of the assessments will be provided to the parties.

At the end of the two (2) year pilot, each Regional Committee will assess the committee’s effectiveness utilizing established criteria and determine, in accordance with the Terms of

Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the parties.

Within ninety (90) days of ratification, HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

Amend the collective agreement by adding the following:

MEMORANDUM OF AGREEMENT TBD

Re: Low Wage Redress for Wage Comparability Adjustments

WHEREAS, the parties have agreed to \$32,418,000 in annualized ongoing low wage redress funding to be allocated each fiscal year of the 2025 – 2029 CBA Collective Agreement under Schedule B with:

- \$6,360,000 effective the first pay period after April 1, 2025;
- \$7,213,000 effective the first pay period after April 1, 2026;
- \$7,830,000 effective the first pay period after April 1, 2027; and
- \$8,890,000 effective the first pay period after April 1, 2028;

and effective April 1, 2027, the ongoing funding from April 1, 2025 of \$6,360,000 will increase to \$7,356,000 from the transition of supportive housing employees into the CBA Collective Agreement. Effective April 1, 2027, the ongoing funding from April 1, 2026 of \$7,213,000 will increase to \$8,342,000 from the transition of supportive housing employees into the CBA Collective Agreement.

WHEREAS, the parties have agreed to allocate some of the low wage redress funding for specific increases and adjustments.

THEREFORE, the parties agree to the following low wage redress increases and adjustments:

- allocate the entirety of low wage redress funding in Year 1 to improve the CBA wage rates at Steps 1, 2 and 3 who are paid less than the FBA comparator benchmark after general wage increases are applied as set out below under the heading “Year 1 Low Wage Redress”;
- allocate \$434,634 of low wage redress funding in Year 2 to convert the 5% of straight-time pay in lieu of paid holidays for community health workers in Article 17.9 into paid holidays;

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- allocate \$842,832 of low wage redress funding in Year 4 to increase the afternoon shift premium in Article 27.15 by \$0.15 per hour; and
- allocate \$1,729,312 of low wage redress funding in Year 4 to increase the weekend shift premium in Article 27.15 by \$0.20 per hour.

The parties will allocate remaining low wage redress funds consistent with the process in Schedule B.

Year 1 Low Wage Redress

Effective the first pay period after April 1, 2025, the following CBA Benchmarks will receive adjustments based on FBA benchmark comparators as follows:

CBA Wage Rate at Step 1:

<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Accounting Administrator 1</u>	<u>Accountant I</u>	<u>35.04</u>	<u>36.70</u>	<u>0.01</u>
<u>Accounting Administrator 2</u>	<u>Accountant II</u>	<u>37.43</u>	<u>39.11</u>	<u>0.00</u>
<u>Activity Assistant</u>	<u>Activity Worker I</u>	<u>27.87</u>	<u>29.82</u>	<u>0.15</u>
<u>Activity Coordinator</u>	<u>Program Coordinator I (Rec)</u>	<u>31.11</u>	<u>32.84</u>	<u>0.00</u>
<u>Activity Worker</u>	<u>Activity Worker II</u>	<u>28.76</u>	<u>30.72</u>	<u>0.13</u>
<u>Administrative Support 1</u>	<u>Clerk II, Receptionist</u>	<u>23.19</u>	<u>25.07</u>	<u>0.16</u>
<u>Administrative Support 2</u>	<u>Clerk III, Receptionist</u>	<u>23.68</u>	<u>25.54</u>	<u>0.15</u>

<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Administrative Support 3</u>	<u>Secretary</u>	<u>25.50</u>	<u>27.43</u>	<u>0.15</u>
<u>Administrative Support 4</u>	<u>Administrative Secretary</u>	<u>29.66</u>	<u>31.45</u>	<u>0.00</u>
<u>Administrative Support 5</u>	<u>Administrative Assistant</u>	<u>34.72</u>	<u>36.64</u>	<u>0.00</u>
<u>Administrative Support 6</u>	<u>FBA Grid 22</u>	<u>38.14</u>	<u>39.94</u>	<u>0.00</u>
<u>Advocate</u>	<u>Social Service Assistant II</u>	<u>32.49</u>	<u>34.28</u>	<u>0.00</u>
<u>Audiometric Technician 1</u>	<u>FBA Grid 23</u>	<u>29.16</u>	<u>31.18</u>	<u>0.13</u>
<u>Audiometric Technician 2</u>	<u>FBA Grid 26</u>	<u>30.71</u>	<u>32.41</u>	<u>0.00</u>
<u>Certified Dental Assistant</u>	<u>Certified Dental Assistant</u>	<u>28.41</u>	<u>30.28</u>	<u>0.15</u>
<u>Community Health Worker 1</u>	<u>FBA Grid 10</u>	<u>23.19</u>	<u>25.07</u>	<u>0.16</u>
<u>Community Health Worker 2</u>	<u>Nursing Assistant I</u>	<u>28.76</u>	<u>30.72</u>	<u>0.13</u>
<u>Community Retail Clerk</u>	<u>FBA Grid 11</u>	<u>23.68</u>	<u>25.54</u>	<u>0.15</u>
<u>Community Retail Supervisor</u>	<u>Clerk IV, Head Cashier</u>	<u>25.94</u>	<u>27.91</u>	<u>0.15</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Cook 1</u>	<u>Cook I</u>	<u>26.38</u>	<u>28.39</u>	<u>0.15</u>
<u>Cook 2</u>	<u>Cook II</u>	<u>26.87</u>	<u>28.85</u>	<u>0.16</u>
<u>Cook 3</u>	<u>Cook III</u>	<u>27.39</u>	<u>29.34</u>	<u>0.16</u>
<u>Custodian/Security Attendant</u>	<u>Building Security Officer and Custodial Attendant</u>	<u>24.12</u>	<u>26.02</u>	<u>0.16</u>
<u>Dental Assistant</u>	<u>Dental Assistant</u>	<u>26.38</u>	<u>28.39</u>	<u>0.15</u>
<u>Detox Worker 1</u>	<u>Nursing Assistant I</u>	<u>28.75</u>	<u>30.72</u>	<u>0.13</u>
<u>Detox Worker 2</u>	<u>Social Service Assistant II</u>	<u>32.49</u>	<u>34.28</u>	<u>0.00</u>
<u>Dialysis Technician</u>	<u>Renal Dialysis Tech I</u>	<u>29.16</u>	<u>31.18</u>	<u>0.13</u>
<u>Dispatcher</u>	<u>FBA Grid 11</u>	<u>23.68</u>	<u>25.54</u>	<u>0.15</u>
<u>Family Resource Worker</u>	<u>Social Service Assistant II</u>	<u>32.49</u>	<u>34.28</u>	<u>0.00</u>
<u>Financial Clerk 1</u>	<u>Clerk III, Accounts Receivable/Payable</u>	<u>23.68</u>	<u>25.54</u>	<u>0.15</u>
<u>Financial Clerk 2</u>	<u>Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll</u>	<u>26.45</u>	<u>28.39</u>	<u>0.15</u>
<u>Financial/Contract Administrator 1</u>	<u>FBA Grid 35</u>	<u>34.91</u>	<u>36.64</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Financial/Contract Administrator 2</u>	<u>Accountant II</u>	<u>37.43</u>	<u>39.11</u>	<u>0.00</u>
<u>Food Service Worker</u>	<u>FBA Grid 9</u>	<u>23.19</u>	<u>25.07</u>	<u>0.16</u>
<u>Group Facilitator</u>	<u>Program Coordinator</u>	<u>31.11</u>	<u>32.84</u>	<u>0.00</u>
<u>Health Record Technician</u>	<u>Health Records Tech</u>	<u>26.87</u>	<u>28.85</u>	<u>0.16</u>
<u>Health Unit Aide</u>	<u>Nursing Assistant I (Sterile Supply)</u>	<u>26.31</u>	<u>28.31</u>	<u>0.16</u>
<u>Home Support Services Supervisor</u>	<u>Program Coordinator I (Rec)</u>	<u>31.11</u>	<u>32.84</u>	<u>0.00</u>
<u>Housekeeper</u>	<u>Housekeeping Aide</u>	<u>23.19</u>	<u>25.07</u>	<u>0.16</u>
<u>Information Technology Administrator 1</u>	<u>Computer Operator II</u>	<u>26.39</u>	<u>26.71</u>	<u>0.00</u>
<u>Information Technology Administrator 2</u>	<u>Computer Tech Support II</u>	<u>42.14</u>	<u>44.48</u>	<u>0.00</u>
<u>Information Technology Administrator 3</u>	<u>Programmer/Systems Analyst III</u>	<u>45.46</u>	<u>47.60</u>	<u>0.00</u>
<u>Information Technology Administrator 4</u>	<u>Programmer/Systems Analyst III</u>	<u>45.69</u>	<u>47.60</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Instructor</u>	<u>FBA Grid 27</u>	<u>31.11</u>	<u>32.84</u>	<u>0.00</u>
<u>Interpreter</u>	<u>FBA Grid 18</u>	<u>26.87</u>	<u>28.85</u>	<u>0.16</u>
<u>Laboratory Assistant</u>	<u>Lab Assistant II (A)</u>	<u>28.09</u>	<u>30.15</u>	<u>0.15</u>
<u>Library Technician</u>	<u>FBA Grid 21</u>	<u>28.29</u>	<u>30.28</u>	<u>0.15</u>
<u>Maintenance Worker</u>	<u>Maintenance Worker III</u>	<u>25.94</u>	<u>27.91</u>	<u>0.15</u>
<u>Materials Management 1</u>	<u>Clerk IV, Purchasing</u>	<u>25.85</u>	<u>27.91</u>	<u>0.15</u>
<u>Materials Management 2</u>	<u>Clerk V, Purchasing</u>	<u>28.29</u>	<u>30.28</u>	<u>0.15</u>
<u>Materials Management 3</u>	<u>Clerk VI, Purchasing</u>	<u>29.81</u>	<u>31.45</u>	<u>0.00</u>
<u>Payroll Administrator</u>	<u>Payroll Supervisor I</u>	<u>28.75</u>	<u>30.72</u>	<u>0.13</u>
<u>Pharmacy Assistant</u>	<u>Pharmacy Assistant I</u>	<u>27.68</u>	<u>29.69</u>	<u>0.15</u>
<u>Program Coordinator 1</u>	<u>Program Coordinator I (Rec)</u>	<u>31.05</u>	<u>32.84</u>	<u>0.00</u>
<u>Program Coordinator 2</u>	<u>FBA Grid 35</u>	<u>35.01</u>	<u>36.64</u>	<u>0.00</u>
<u>Rehabilitation Assistant</u>	<u>Rehabilitation Assistant</u>	<u>30.26</u>	<u>31.89</u>	<u>0.00</u>
<u>Research Analyst</u>	<u>FBA Grid 42</u>	<u>38.14</u>	<u>39.94</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Residence Coordinator</u>	<u>FBA Grid 32</u>	<u>33.46</u>	<u>35.21</u>	<u>0.00</u>
<u>Resident Building Attendant</u>	<u>Maintenance Worker IV (Charge)</u>	<u>27.73</u>	<u>29.82</u>	<u>0.15</u>
<u>Resident Care Aide</u>	<u>Nursing Assistant I</u>	<u>28.76</u>	<u>30.72</u>	<u>0.13</u>
<u>Scheduler 1</u>	<u>Clerk VI, Staffing</u>	<u>29.72</u>	<u>31.45</u>	<u>0.00</u>
<u>Scheduler 2</u>	<u>Staffing Coordinator</u>	<u>31.60</u>	<u>33.32</u>	<u>0.00</u>
<u>Shelter Support Worker</u>	<u>Social Services Assistant II</u>	<u>32.49</u>	<u>34.28</u>	<u>0.00</u>
<u>Support Worker 1</u>	<u>Nursing Assistant I/ Social Svc Assistant I</u>	<u>28.76</u>	<u>30.72</u>	<u>0.13</u>
<u>Support Worker 2</u>	<u>Social Service Assistant II</u>	<u>32.51</u>	<u>34.28</u>	<u>0.00</u>
<u>Supported Childcare Worker</u>	<u>Nursing Assistant I</u>	<u>28.75</u>	<u>30.72</u>	<u>0.13</u>
<u>Supported Employment Worker</u>	<u>Social Service Assistant I</u>	<u>29.19</u>	<u>30.72</u>	<u>0.13</u>
<u>Therapy Aide</u>	<u>Nursing Assistant I (Therapy Aide)</u>	<u>25.94</u>	<u>27.91</u>	<u>0.15</u>
<u>Transport 1</u>	<u>Transportation Attendant I</u>	<u>23.19</u>	<u>25.07</u>	<u>0.16</u>
<u>Transport 2</u>	<u>Transportation Attendant II</u>	<u>23.68</u>	<u>25.54</u>	<u>0.15</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 1 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Transport 3</u>	<u>Transportation Attendant III</u>	<u>25.04</u>	<u>26.97</u>	<u>0.15</u>
<u>Transportation Scheduler</u>	<u>FBA Grid 17</u>	<u>26.45</u>	<u>28.39</u>	<u>0.15</u>
<u>Volunteer Coordinator</u>	<u>Coordinator of Volunteers I</u>	<u>29.27</u>	<u>31.18</u>	<u>0.13</u>

CBA Wage Rate at Step 2:

<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 2 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Accounting Administrator 1</u>	<u>Accountant I</u>	<u>35.85</u>	<u>36.70</u>	<u>0.01</u>
<u>Accounting Administrator 2</u>	<u>Accountant II</u>	<u>38.23</u>	<u>39.11</u>	<u>0.00</u>
<u>Activity Assistant</u>	<u>Activity Worker I</u>	<u>28.68</u>	<u>29.82</u>	<u>0.21</u>
<u>Activity Coordinator</u>	<u>Program Coordinator I (Rec)</u>	<u>32.01</u>	<u>30.72</u>	<u>0.00</u>
<u>Activity Worker</u>	<u>Activity Worker II</u>	<u>29.65</u>	<u>30.72</u>	<u>0.18</u>
<u>Administrative Support 1</u>	<u>Clerk II, Receptionist</u>	<u>24.00</u>	<u>25.07</u>	<u>0.22</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 2 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Administrative Support 2</u>	<u>Clerk III, Receptionist</u>	<u>24.48</u>	<u>25.54</u>	<u>0.21</u>
<u>Administrative Support 3</u>	<u>Secretary</u>	<u>26.31</u>	<u>27.43</u>	<u>0.21</u>
<u>Administrative Support 4</u>	<u>Administrative Secretary</u>	<u>30.57</u>	<u>31.45</u>	<u>0.00</u>
<u>Administrative Support 5</u>	<u>Administrative Assistant</u>	<u>35.72</u>	<u>36.64</u>	<u>0.00</u>
<u>Administrative Support 6</u>	<u>FBA Grid 22</u>	<u>39.04</u>	<u>39.94</u>	<u>0.00</u>
<u>Advocate</u>	<u>Social Service Assistant II</u>	<u>33.39</u>	<u>34.28</u>	<u>0.00</u>
<u>Audiometric Technician 1</u>	<u>FBA Grid 23</u>	<u>30.07</u>	<u>31.18</u>	<u>0.18</u>
<u>Audiometric Technician 2</u>	<u>FBA Grid 26</u>	<u>31.58</u>	<u>32.41</u>	<u>0.00</u>
<u>Certified Dental Assistant</u>	<u>Certified Dental Assistant</u>	<u>29.26</u>	<u>30.28</u>	<u>0.21</u>
<u>Community Health Worker 1</u>	<u>FBA Grid 10</u>	<u>24.00</u>	<u>25.07</u>	<u>0.22</u>
<u>Community Health Worker 2</u>	<u>Nursing Assistant I</u>	<u>29.65</u>	<u>30.72</u>	<u>0.18</u>
<u>Community Retail Clerk</u>	<u>FBA Grid 11</u>	<u>24.48</u>	<u>25.54</u>	<u>0.21</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 2 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Community Retail Supervisor</u>	<u>Clerk IV, Head Cashier</u>	<u>26.79</u>	<u>27.91</u>	<u>0.21</u>
<u>Cook 1</u>	<u>Cook I</u>	<u>27.23</u>	<u>28.39</u>	<u>0.21</u>
<u>Cook 2</u>	<u>Cook II</u>	<u>27.78</u>	<u>28.85</u>	<u>0.22</u>
<u>Cook 3</u>	<u>Cook III</u>	<u>28.21</u>	<u>29.34</u>	<u>0.22</u>
<u>Custodian/Security Attendant</u>	<u>Building Security Officer and Custodial Attendant</u>	<u>24.94</u>	<u>26.02</u>	<u>0.22</u>
<u>Dental Assistant</u>	<u>Dental Assistant</u>	<u>27.23</u>	<u>28.39</u>	<u>0.21</u>
<u>Detox Worker 1</u>	<u>Nursing Assistant I</u>	<u>29.64</u>	<u>30.72</u>	<u>0.18</u>
<u>Detox Worker 2</u>	<u>Social Service Assistant II</u>	<u>33.39</u>	<u>34.28</u>	<u>0.00</u>
<u>Dialysis Technician</u>	<u>Renal Dialysis Tech I</u>	<u>30.07</u>	<u>31.18</u>	<u>0.18</u>
<u>Dispatcher</u>	<u>FBA Grid 11</u>	<u>24.48</u>	<u>25.54</u>	<u>0.21</u>
<u>Family Resource Worker</u>	<u>Social Service Assistant II</u>	<u>33.39</u>	<u>34.28</u>	<u>0.00</u>
<u>Financial Clerk 1</u>	<u>Clerk III, Accounts Receivable/Payable</u>	<u>24.48</u>	<u>25.54</u>	<u>0.21</u>
<u>Financial Clerk 2</u>	<u>Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll</u>	<u>27.33</u>	<u>28.39</u>	<u>0.21</u>

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<u>Financial/Contract Administrator 1</u>	<u>FBA Grid 35</u>	<u>35.78</u>	<u>36.64</u>	<u>0.00</u>
<u>Financial/Contract Administrator 2</u>	<u>Accountant II</u>	<u>38.23</u>	<u>39.11</u>	<u>0.00</u>
<u>Food Service Worker</u>	<u>FBA Grid 9</u>	<u>24.00</u>	<u>25.07</u>	<u>0.22</u>
<u>Group Facilitator</u>	<u>Program Coordinator</u>	<u>32.01</u>	<u>32.84</u>	<u>0.00</u>
<u>Health Record Technician</u>	<u>Health Records Tech</u>	<u>27.78</u>	<u>28.85</u>	<u>0.22</u>
<u>Health Unit Aide</u>	<u>Nursing Assistant I (Sterile Supply)</u>	<u>27.14</u>	<u>28.31</u>	<u>0.22</u>
<u>Home Support Services Supervisor</u>	<u>Program Coordinator I (Rec)</u>	<u>32.01</u>	<u>32.84</u>	<u>0.00</u>
<u>Housekeeper</u>	<u>Housekeeping Aide</u>	<u>24.00</u>	<u>25.07</u>	<u>0.22</u>
<u>Information Technology Administrator 1</u>	<u>Computer Operator II</u>	<u>27.18</u>	<u>26.71</u>	<u>0.00</u>
<u>Information Technology Administrator 2</u>	<u>Computer Tech Support II</u>	<u>43.33</u>	<u>44.48</u>	<u>0.00</u>
<u>Information Technology Administrator 3</u>	<u>Programmer/Systems Analyst III</u>	<u>46.53</u>	<u>47.60</u>	<u>0.00</u>

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<u>Information Technology Administrator 4</u>	<u>Programmer/Systems Analyst III</u>	<u>46.66</u>	<u>47.60</u>	<u>0.00</u>
<u>Instructor</u>	<u>FBA Grid 27</u>	<u>32.01</u>	<u>32.84</u>	<u>0.00</u>
<u>Interpreter</u>	<u>FBA Grid 18</u>	<u>27.78</u>	<u>28.85</u>	<u>0.22</u>
<u>Laboratory Assistant</u>	<u>Lab Assistant II (A)</u>	<u>29.03</u>	<u>30.15</u>	<u>0.21</u>
<u>Library Technician</u>	<u>FBA Grid 21</u>	<u>29.13</u>	<u>30.28</u>	<u>0.21</u>
<u>Maintenance Worker</u>	<u>Maintenance Worker III</u>	<u>26.79</u>	<u>27.91</u>	<u>0.21</u>
<u>Materials Management 1</u>	<u>Clerk IV, Purchasing</u>	<u>26.74</u>	<u>27.91</u>	<u>0.21</u>
<u>Materials Management 2</u>	<u>Clerk V, Purchasing</u>	<u>29.13</u>	<u>30.28</u>	<u>0.21</u>
<u>Materials Management 3</u>	<u>Clerk VI, Purchasing</u>	<u>30.65</u>	<u>31.45</u>	<u>0.00</u>
<u>Payroll Administrator</u>	<u>Payroll Supervisor I</u>	<u>29.64</u>	<u>30.72</u>	<u>0.18</u>
<u>Pharmacy Assistant</u>	<u>Pharmacy Assistant I</u>	<u>28.58</u>	<u>29.69</u>	<u>0.21</u>
<u>Program Coordinator 1</u>	<u>Program Coordinator I (Rec)</u>	<u>31.98</u>	<u>32.84</u>	<u>0.00</u>
<u>Program Coordinator 2</u>	<u>FBA Grid 35</u>	<u>35.80</u>	<u>36.64</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 2 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Rehabilitation Assistant</u>	<u>Rehabilitation Assistant</u>	<u>31.09</u>	<u>31.89</u>	<u>0.00</u>
<u>Research Analyst</u>	<u>FBA Grid 42</u>	<u>39.04</u>	<u>39.94</u>	<u>0.00</u>
<u>Residence Coordinator</u>	<u>FBA Grid 32</u>	<u>34.35</u>	<u>35.21</u>	<u>0.00</u>
<u>Resident Building Attendant</u>	<u>Maintenance Worker IV (Charge)</u>	<u>28.62</u>	<u>29.82</u>	<u>0.21</u>
<u>Resident Care Aide</u>	<u>Nursing Assistant I</u>	<u>29.65</u>	<u>30.72</u>	<u>0.18</u>
<u>Scheduler 1</u>	<u>Clerk VI, Staffing</u>	<u>30.60</u>	<u>31.45</u>	<u>0.00</u>
<u>Scheduler 2</u>	<u>Staffing Coordinator</u>	<u>32.49</u>	<u>33.32</u>	<u>0.00</u>
<u>Shelter Support Worker</u>	<u>Social Services Assistant II</u>	<u>33.39</u>	<u>34.28</u>	<u>0.00</u>
<u>Support Worker 1</u>	<u>Nursing Assistant I/ Social Svc Assistant I</u>	<u>29.65</u>	<u>30.72</u>	<u>0.18</u>
<u>Support Worker 2</u>	<u>Social Service Assistant II</u>	<u>33.39</u>	<u>34.28</u>	<u>0.00</u>
<u>Supported Childcare Worker</u>	<u>Nursing Assistant I</u>	<u>29.64</u>	<u>30.72</u>	<u>0.18</u>
<u>Supported Employment Worker</u>	<u>Social Service Assistant I</u>	<u>30.01</u>	<u>30.72</u>	<u>0.18</u>
<u>Therapy Aide</u>	<u>Nursing Assistant I (Therapy Aide)</u>	<u>26.79</u>	<u>27.91</u>	<u>0.21</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 2 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Transport 1</u>	<u>Transportation Attendant I</u>	<u>24.00</u>	<u>25.07</u>	<u>0.22</u>
<u>Transport 2</u>	<u>Transportation Attendant II</u>	<u>24.48</u>	<u>25.54</u>	<u>0.21</u>
<u>Transport 3</u>	<u>Transportation Attendant III</u>	<u>25.84</u>	<u>26.97</u>	<u>0.21</u>
<u>Transportation Scheduler</u>	<u>FBA Grid 17</u>	<u>27.33</u>	<u>28.39</u>	<u>0.21</u>
<u>Volunteer Coordinator</u>	<u>Coordinator of Volunteers I</u>	<u>30.14</u>	<u>31.18</u>	<u>0.18</u>

CBA Wage Rate at Step 3:

<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Accounting Administrator 1</u>	<u>Accountant I</u>	<u>36.69</u>	<u>36.70</u>	<u>0.01</u>
<u>Accounting Administrator 2</u>	<u>Accountant II</u>	<u>39.11</u>	<u>39.11</u>	<u>0.00</u>
<u>Activity Assistant</u>	<u>Activity Worker I</u>	<u>29.56</u>	<u>29.82</u>	<u>0.26</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Activity Coordinator</u>	<u>Program Coordinator I (Rec)</u>	<u>32.85</u>	<u>32.84</u>	<u>0.00</u>
<u>Activity Worker</u>	<u>Activity Worker II</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Administrative Support 1</u>	<u>Clerk II, Receptionist</u>	<u>24.80</u>	<u>25.07</u>	<u>0.27</u>
<u>Administrative Support 2</u>	<u>Clerk III, Receptionist</u>	<u>25.28</u>	<u>25.54</u>	<u>0.26</u>
<u>Administrative Support 3</u>	<u>Secretary</u>	<u>27.17</u>	<u>27.43</u>	<u>0.26</u>
<u>Administrative Support 4</u>	<u>Administrative Secretary</u>	<u>31.45</u>	<u>31.45</u>	<u>0.00</u>
<u>Administrative Support 5</u>	<u>Administrative Assistant</u>	<u>36.65</u>	<u>36.64</u>	<u>0.00</u>
<u>Administrative Support 6</u>	<u>FBA Grid 22</u>	<u>39.94</u>	<u>39.94</u>	<u>0.00</u>
<u>Advocate</u>	<u>Social Service Assistant II</u>	<u>34.28</u>	<u>34.28</u>	<u>0.00</u>
<u>Audiometric Technician 1</u>	<u>FBA Grid 23</u>	<u>30.96</u>	<u>31.18</u>	<u>0.22</u>
<u>Audiometric Technician 2</u>	<u>FBA Grid 26</u>	<u>32.41</u>	<u>32.41</u>	<u>0.00</u>
<u>Certified Dental Assistant</u>	<u>Certified Dental Assistant</u>	<u>30.02</u>	<u>30.28</u>	<u>0.26</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Community Health Worker 1</u>	<u>FBA Grid 10</u>	<u>24.80</u>	<u>25.07</u>	<u>0.27</u>
<u>Community Health Worker 2</u>	<u>Nursing Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Community Retail Clerk</u>	<u>FBA Grid 11</u>	<u>25.28</u>	<u>25.54</u>	<u>0.26</u>
<u>Community Retail Supervisor</u>	<u>Clerk IV, Head Cashier</u>	<u>27.65</u>	<u>27.91</u>	<u>0.26</u>
<u>Cook 1</u>	<u>Cook I</u>	<u>28.13</u>	<u>28.39</u>	<u>0.26</u>
<u>Cook 2</u>	<u>Cook II</u>	<u>28.58</u>	<u>28.85</u>	<u>0.27</u>
<u>Cook 3</u>	<u>Cook III</u>	<u>29.07</u>	<u>29.34</u>	<u>0.27</u>
<u>Custodian/Security Attendant</u>	<u>Building Security Officer and Custodial Attendant</u>	<u>25.75</u>	<u>26.02</u>	<u>0.27</u>
<u>Dental Assistant</u>	<u>Dental Assistant</u>	<u>28.13</u>	<u>28.39</u>	<u>0.26</u>
<u>Detox Worker 1</u>	<u>Nursing Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Detox Worker 2</u>	<u>Social Service Assistant II</u>	<u>34.28</u>	<u>34.28</u>	<u>0.00</u>
<u>Dialysis Technician</u>	<u>Renal Dialysis Tech I</u>	<u>30.96</u>	<u>31.18</u>	<u>0.22</u>
<u>Dispatcher</u>	<u>FBA Grid 11</u>	<u>25.28</u>	<u>25.54</u>	<u>0.26</u>
<u>Family Resource Worker</u>	<u>Social Service Assistant II</u>	<u>34.28</u>	<u>34.28</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Financial Clerk 1</u>	<u>Clerk III, Accounts Receivable/Payable</u>	<u>25.28</u>	<u>25.54</u>	<u>0.26</u>
<u>Financial Clerk 2</u>	<u>Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll</u>	<u>28.13</u>	<u>28.39</u>	<u>0.26</u>
<u>Financial/Contract Administrator 1</u>	<u>FBA Grid 35</u>	<u>36.65</u>	<u>36.64</u>	<u>0.00</u>
<u>Financial/Contract Administrator 2</u>	<u>Accountant II</u>	<u>39.11</u>	<u>39.11</u>	<u>0.00</u>
<u>Food Service Worker</u>	<u>FBA Grid 9</u>	<u>24.80</u>	<u>25.07</u>	<u>0.27</u>
<u>Group Facilitator</u>	<u>Program Coordinator</u>	<u>32.85</u>	<u>32.84</u>	<u>0.00</u>
<u>Health Record Technician</u>	<u>Health Records Tech</u>	<u>28.58</u>	<u>28.85</u>	<u>0.27</u>
<u>Health Unit Aide</u>	<u>Nursing Assistant I (Sterile Supply)</u>	<u>28.04</u>	<u>28.31</u>	<u>0.27</u>
<u>Home Support Services Supervisor</u>	<u>Program Coordinator I (Rec)</u>	<u>32.85</u>	<u>32.84</u>	<u>0.00</u>
<u>Housekeeper</u>	<u>Housekeeping Aide</u>	<u>24.80</u>	<u>25.07</u>	<u>0.27</u>
<u>Information Technology Administrator 1</u>	<u>Computer Operator II</u>	<u>28.00</u>	<u>26.71</u>	<u>0.00</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Information Technology Administrator 2</u>	<u>Computer Tech Support II</u>	<u>44.49</u>	<u>44.48</u>	<u>0.00</u>
<u>Information Technology Administrator 3</u>	<u>Programmer/Systems Analyst III</u>	<u>47.61</u>	<u>47.60</u>	<u>0.00</u>
<u>Information Technology Administrator 4</u>	<u>Programmer/Systems Analyst III</u>	<u>47.61</u>	<u>47.60</u>	<u>0.00</u>
<u>Instructor</u>	<u>FBA Grid 27</u>	<u>32.85</u>	<u>32.84</u>	<u>0.00</u>
<u>Interpreter</u>	<u>FBA Grid 18</u>	<u>28.58</u>	<u>28.85</u>	<u>0.27</u>
<u>Laboratory Assistant</u>	<u>Lab Assistant II (A)</u>	<u>29.89</u>	<u>30.15</u>	<u>0.26</u>
<u>Library Technician</u>	<u>FBA Grid 21</u>	<u>30.02</u>	<u>30.28</u>	<u>0.26</u>
<u>Maintenance Worker</u>	<u>Maintenance Worker III</u>	<u>27.65</u>	<u>27.91</u>	<u>0.26</u>
<u>Materials Management 1</u>	<u>Clerk IV, Purchasing</u>	<u>27.65</u>	<u>27.91</u>	<u>0.26</u>
<u>Materials Management 2</u>	<u>Clerk V, Purchasing</u>	<u>30.02</u>	<u>30.28</u>	<u>0.26</u>
<u>Materials Management 3</u>	<u>Clerk VI, Purchasing</u>	<u>31.45</u>	<u>31.45</u>	<u>0.00</u>
<u>Payroll Administrator</u>	<u>Payroll Supervisor I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Pharmacy Assistant</u>	<u>Pharmacy Assistant I</u>	<u>29.43</u>	<u>29.69</u>	<u>0.26</u>
<u>Program Coordinator 1</u>	<u>Program Coordinator I (Rec)</u>	<u>32.85</u>	<u>32.84</u>	<u>0.00</u>
<u>Program Coordinator 2</u>	<u>FBA Grid 35</u>	<u>36.65</u>	<u>36.64</u>	<u>0.00</u>
<u>Rehabilitation Assistant</u>	<u>Rehabilitation Assistant</u>	<u>31.89</u>	<u>31.89</u>	<u>0.00</u>
<u>Research Analyst</u>	<u>FBA Grid 42</u>	<u>39.94</u>	<u>39.94</u>	<u>0.00</u>
<u>Residence Coordinator</u>	<u>FBA Grid 32</u>	<u>35.21</u>	<u>35.21</u>	<u>0.00</u>
<u>Resident Building Attendant</u>	<u>Maintenance Worker IV (Charge)</u>	<u>29.56</u>	<u>29.82</u>	<u>0.26</u>
<u>Resident Care Aide</u>	<u>Nursing Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Scheduler 1</u>	<u>Clerk VI, Staffing</u>	<u>31.45</u>	<u>31.45</u>	<u>0.00</u>
<u>Scheduler 2</u>	<u>Staffing Coordinator</u>	<u>33.32</u>	<u>33.32</u>	<u>0.00</u>
<u>Shelter Support Worker</u>	<u>Social Services Assistant II</u>	<u>34.28</u>	<u>34.28</u>	<u>0.00</u>
<u>Support Worker 1</u>	<u>Nursing Assistant I/ Social Svc Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Support Worker 2</u>	<u>Social Service Assistant II</u>	<u>34.28</u>	<u>34.28</u>	<u>0.00</u>
<u>Supported Childcare Worker</u>	<u>Nursing Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>

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<u>CBA Benchmark</u>	<u>FBA Comparator Benchmark</u>	<u>CBA Wage Rate at Step 3 (April 1, 2025)</u>	<u>FBA Wage Rate (April 1, 2025)</u>	<u>Low Wage Redress Adjustment</u>
<u>Supported Employment Worker</u>	<u>Social Service Assistant I</u>	<u>30.49</u>	<u>30.72</u>	<u>0.23</u>
<u>Therapy Aide</u>	<u>Nursing Assistant I (Therapy Aide)</u>	<u>27.65</u>	<u>27.91</u>	<u>0.26</u>
<u>Transport 1</u>	<u>Transportation Attendant I</u>	<u>24.80</u>	<u>25.07</u>	<u>0.27</u>
<u>Transport 2</u>	<u>Transportation Attendant II</u>	<u>25.28</u>	<u>25.54</u>	<u>0.26</u>
<u>Transport 3</u>	<u>Transportation Attendant III</u>	<u>26.71</u>	<u>26.97</u>	<u>0.26</u>
<u>Transportation Scheduler</u>	<u>FBA Grid 17</u>	<u>28.13</u>	<u>28.39</u>	<u>0.26</u>
<u>Volunteer Coordinator</u>	<u>Coordinator of Volunteers I</u>	<u>30.96</u>	<u>31.18</u>	<u>0.22</u>

Amend the collective agreement by deleting the following:

~~MEMORANDUM OF AGREEMENT #43~~

~~Public Sector Wage Increases~~

~~1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will~~

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~~be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.~~

~~2. For the purposes of calculating the general wage increases in paragraph 1:~~

~~a) a 25¢ per hour flat rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or~~

~~b) any alternative flat rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a 25¢ per hour flat rate wage increase;~~

~~shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of 25¢ per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example, purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.~~

~~3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional 25¢ per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.~~

~~4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.~~

Amend the collective agreement by deleting the Memorandum of Agreement Re: Public Sector Wage Increases and adding the following Letter of Agreement.

LETTER OF AGREEMENT

Re: CBA Net Compensation Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first four years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) net compensation increases (NCIs) that, in accordance with how NCIs are defined and calculated in this LOA, are paid out and exceed the sum of the NCIs that are paid out in the 2025 CBA Agreement, the total NCIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.
2. Unless otherwise specified in this LOA, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage-impacted benefits by 3%. For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.
3. For the purposes of this LOA, the value of any flexibility allocations and any increase to non-wage impacted benefits shall be determined in accordance with the following steps:
 - i. The value shall be calculated based on the percentage increase represented to the overall total compensation base, including non-wage-impacted benefits;
 - ii. The value in (i) above shall then be treated as the NCI value. For clarity, a 0.2% flexibility allocation shall be treated as a 0.2% NCI, notwithstanding the fact that a 0.2% flexibility allocation is applied to the overall compensation base and may be greater than a 0.2% increase to the W&WIB compensation base.

4. The sum of all GWIs and the flexibility allocation for the CBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the CBA shall also comprise of all other negotiated increases contained in the four-year 2025 CBA collective agreement, including any low wage and benefit redress adjustments.
5. For clarity, NCIs do not include low wage and benefit redress adjustments for the CSSBA or any BCGEU bargaining unit; mid-contract labour market adjustments for specific occupations agreed to post-ratification to address critical skills shortages that have emerged or worsened since bargaining; increases for the CUPE 873 Ambulance Paramedics bargaining unit; compensation increases that are funded by equivalent collective agreement savings; policy funding that is not directly tied to a collective agreement; increases resulting from an employer being designated as a public sector employer under the *Public Sector Employers Act*; relief from provisions in a prior collective agreement that were to become effective after the term of the prior collective agreement for the NBA collective agreement only; increases awarded through binding interest arbitration; or any grievance resolutions.
6. Subject to paragraph 10 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat must be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 10 must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.
7. During the term of the 2025 CBA Agreement, PSEC Secretariat shall notify the CBA of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the LOA, the corresponding value of the net compensation increase it represents.
8. For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.30 per hour, \$400 per year, or 1% increase).

9. If this LOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 10.
10. Any disputes related to the interpretation, application, or alleged violation of this LOA, including any decisions made by the PSEC Secretariat in relation to it, may be referred directly to an arbitrator mutually agreed to by the parties.
11. This Letter of Agreement will be effective during the term of the 2025 CBA Agreement.