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2025 – 2029

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

**SUMMARY OF  
COLLECTIVE AGREEMENT CHANGES**

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March 2026

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## **PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Facilities Bargaining Association (FBA) on November 17, 2025. This document provides detail on the new or changed provisions of the collective agreement.

Unless specifically stated in the Interpretation/Comments section, all provisions of this tentative agreement shall come into full force and effect sixty (60) days after the date of ratification, unless otherwise specified in the Collective Agreement in accordance with Article 48.07.

## GENDER NEUTRAL LANGUAGE

**Amend the collective agreement by changing the following:**

Amend the FBA Collective Agreement by deleting all gender specific pronouns and terms and replacing them with gender neutral pronouns and terms. Provisions to be updated include, but are not limited to:

- Article 16.03 (3) (f)
- Article 28.03 (d)
- Article 35.01 (e)
- Article 35.06 (b)
- Article 49:
  - General, Subsection 5
  - Interim Pay Equity Adjustments, Subsection 5
  - Disputes Pay Equity Arbitrator, Subsection 3
  - Ongoing Pay Equity Implementation Review Process
- Addendum – Casual Employees
  - Section 7, Subsection 5
- Addendum – Long-Term Disability Insurance Plans, Section 14, Subsection A
- Addendum – Maintenance Agreement and Classification Manual, Section 5, Subsection 4
- Appendix #3 re Standard Template Transfer Agreement, Section V, Subsection 1

## ARTICLE 1 – PREAMBLE

**Amend the collective agreement by changing the following Article:**

### 1.01 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.

## ARTICLE 3 – GENERAL CONDITIONS

**Amend the collective agreement by changing the following Article:**

### 3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, ~~2025~~~~2022~~, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, ~~2029~~~~2025~~, and from year to year thereafter unless terminated by either party on written notice served during the month of December, ~~2028~~~~2024~~.

## ARTICLE 4 – RESPECTFUL WORKPLACE

**Amend the collective agreement by changing the following Article:**

### 4.03 Complaints Investigation

(e) Where the complainant involves *Human Rights Code* grounds, including allegations of sexual harassment, the complainant must advise the Employer and, may refer the complaint to either the Employer’s respectful workplace policy or one of the following processes:

- (1) where the complaint involves allegations of sexual harassment, it shall be referred to Shelley Ball (Complaints Investigator);

- (2) where the complaint pertains to the conduct of an employee within the Facilities Bargaining Association's bargaining unit, it shall be referred to Robyn Gervais ~~Sara Forte~~ or Ana Mohammed (Complaints Investigators); or
- (3) where the complaint pertains to the conduct of a person not in the Facilities Bargaining Association's bargaining unit, it shall be referred to Tonie Beharrell or Yuki Matsuno (Complaints Investigators)

## ARTICLE 5 – UNION RECOGNITION AND RIGHTS

**Amend the collective agreement by changing the following Article:**

### **5.05 Shop Stewards**

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Collective Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of twenty-five (25) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as ~~Chief~~ Lead Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.
- (6) Where a Shop Steward or Union Committee member attends an Employer-initiated meeting on their regular time off, they shall receive their applicable rate of pay for the duration of the meeting. Any overtime shall be pre-authorized by the Employer.

**Amend the collective agreement by changing the following Article:**

**5.14 Dedicated Shop Stewards**

- (1) In the interest of promoting more effective and efficient communication, resolving more workplace differences, and improving labour-management relationships, HEABC and the FBA agree to ~~create twenty one point two (21.2) dedicated shop steward positions at health authorities and Providence Health Care (PHC) facilities party to the Collective Agreement. to represent the Hospital Employees' Union (HEU)~~

Vancouver Coastal Health Authority (Vancouver General Hospital) 3.0 FTE

Vancouver Coastal Health Authority (University of British Columbia Hospital) 0.6 FTE

Vancouver Coastal Health Authority (Lions Gate Hospital) 1.0 FTE

Vancouver Coastal Health Authority (Richmond Hospital) 0.6 FTE

Vancouver Island Health Authority (Royal Jubilee Hospital) 1.0 FTE

Vancouver Island Health Authority (Victoria General Hospital) 1.0 FTE

Vancouver Island Health Authority (Nanaimo Regional General Hospital) 1.0 FTE

Vancouver Island Health Authority (to be determined by the parties) 1.0 FTE

Fraser Health Authority (Surrey Memorial Hospital) 2.0 FTE

Fraser Health Authority (Royal Columbian Hospital) 1.0 FTE

Fraser Health Authority (Abbotsford Regional Hospital and Cancer Centre) 1.0 FTE

Interior Health Authority (Kelowna General Hospital) 1.0 FTE

Interior Health Authority (Royal Inland Hospital) 1.0 FTE

Providence Health Care (St. Paul's Hospital) 2.5 FTE

Providence Health Care (Mount St. Joseph's Hospital) 0.5 FTE

Provincial Health Services Authority (BC Children's and Women's Hospital) 2.0 FTE

Northern Health Authority (University Hospital of Northern British Columbia) 1.0 FTE

Total 21.2 FTE

In addition to the above positions, the Parties agree to create additional positions within Health Authorities/PHC as follows:

- effective the first pay period after April 1, 2026 – 4.8 FTE

- effective the first pay period after April 1, 2028 – 3.0 FTE

The FBA will distribute the additional FTE proportionately amongst the constituent unions. Location of the additional FTE will be determined by mutual agreement of the Parties.

[List to be completed at the conclusion of the redistribution discussion.]

- (2) HEABC and the FBA may redistribute the ~~twenty-one point two (21.2)~~ dedicated shop stewards to meet changing needs by mutual agreement.
- (3) The FBA shall appoint the dedicated shop stewards from employees of the facility ~~Health Authority/PHC~~ in which they shall be appointed. The FBA shall notify the Employer ~~Health Authority/PHC~~ in writing of the appointment of dedicated shop stewards, the duration of the appointment, and of any changes to the appointment.
- (4) These positions are intended to operate on a regular schedule from Monday to Friday, unless the parties at a particular location mutually decide otherwise.
- (5) Dedicated shop stewards shall report to ~~Health Authorities/PHC~~ to the Employer for administrative purposes but shall take direction from the Union on performance of work.
- (6) ~~Health Authority/PHC's~~ Employer policies and the FBA Collective Agreement shall apply to dedicated shop stewards except as modified within this Article. Dedicated shop stewards shall follow all Employer ~~Health Authority/PHC~~ procedures, including but not limited to staffing, scheduling, and timekeeping procedures.
- (7) ~~Health Authorities/PHC~~ Employers shall pay dedicated shop stewards at the rate of pay in their current classification during the appointment. Dedicated shop stewards are entitled to negotiated wage increases during the appointment.
- (8) ~~Health Authorities/PHC~~ Employers shall schedule dedicated shop stewards for thirty-seven and a half (37.5) hours of work per week. This position shall not incur overtime unless pre-authorized by the ~~Health Authority/PHC~~ Employer.
- (9) Where practicable and agreed, the parties may assign one or more of the ~~twenty-one point two (21.2)~~ dedicated shop stewards to provide support to other worksites within the respective ~~Health Authority/PHC~~ Employer. Where dedicated shop stewards provide support to other worksites within the respective Employer ~~Health Authority/PHC~~, the dedicated shop stewards shall use teleconferencing or video virtual conferencing provided by the Employer ~~Health Authority/PHC~~ to maximize efficiency and minimize cost. Any travel shall be pre-authorized by the Employer ~~Health Authority/PHC~~.

- (10) Dedicated shop steward's duties may include but are not limited to the following:
- a. Foster understanding and communication between the parties;
  - b. Reduce workplace differences short of arbitration;
  - c. Be available when needed to assist on workplace issues;
  - d. Investigating complaints;
  - e. Investigating grievances;
  - f. Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure;
  - g. Supervising ballot boxes and other related functions during ratification votes; and
  - h. Attending meetings.
- (11) Dedicated shop stewards shall be given first consideration in performing the Duties at the assigned worksite. If the dedicated shop steward is unavailable or unable to perform the Duties, the dedicated shop steward shall delegate the Duties to another shop steward.
- (12) Dedicated shop stewards shall revert to their previous status and job at the end of the appointment without a loss of seniority and accruals.
- (13) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the Union shall meet to discuss the appropriate means of addressing concerns.
- (14) HEABC and the FBA shall meet annually with a representative of each of the ~~Health Authorities/PHC~~ Employers to discuss and evaluate the effectiveness of dedicated shop stewards in improving labour/management relationships by reviewing the increased resolution of grievances and improved communication.

## **ARTICLE 7 – EMPLOYER PROPERTY**

**Amend the collective agreement by changing the following Article:**

### **7.06.01 Criminal Record Check**

When an employee is required to renew a Criminal Record Check as a condition of employment, the Employer shall pay or reimburse the employee for the cost of the fee, including the cost of finger printing, if required. The fee reimbursement shall not be prorated.

Effective the first pay period after April 1, 2028, when an employee is required to obtain a Criminal Record Check as a condition of employment, the Employer shall pay or

reimburse the employee for the cost of the fee, including the cost of finger printing, if required. The fee reimbursement shall not be prorated.

**Amend the collective agreement by changing the following Article:**

**7.06.03 Registration, Certification and License Fees**

The parties have agreed to allocate funding to the FBA to administer the reimbursement of any Employer required FBA employees' registration or license with a provincial health profession regulatory college as a condition of employment.

HEABC will allocate \$700,000 annually to a FBA Registration and Licensing Fund (the "Fund") to be administered by the FBA.

The FBA will provide HEABC with an annual written report containing a summary of the Fund's expenditures and balances and will verify that the Fund was used to support the work as described.

Effective the first pay period after April 1, 2026, the allocation and administration of the Fund will cease, and where the Employer requires as a condition of employment employees' registration, certification or license with a provincial regulatory body, the Employer will reimburse regular and eligible casual employees the cost of the registration, certification and license renewal fee for the following occupations:

- a. Certified Dental Assistant (British Columbia College of Oral Health Professionals (BCCOHP))
- b. Pharmacy Technician (College of Pharmacists of British Columbia (CPBC))
- c. Orthopaedic Technologist (Canadian Society of Orthopaedic Technologists (CSOT))
- d. Power Engineer (Technical Safety BC)
- e. Protection Services Officer
- f. Protection Services Supervisor
- g. Building Security Officer

If a Criminal Record Check is included in the registration, certification and license fee, it will be eligible for reimbursement.

To be eligible for reimbursement, the casual employee shall work more than one thousand

(1000) straight-time hours in the preceding calendar year.

The fee reimbursement shall not be prorated.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.03.03 Removal of Disciplinary Documents**

- a. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- b. In cases where disciplinary documents relate to resident or patient abuse, or Article 4 – Respectful Workplace, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity/parental leave.

**Amend the collective agreement by changing the following Article:**

### **9.09.02 Roster**

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

Paula Butler

Elaine Doyle

Judi Korbin

~~Julie Nichols~~

Vince L. Ready

Chris Sullivan

Tonie Beherral

Koml Kandola

Cathy Knapp

Allison Matacheskie

Najeeb Hassan

Trevor Sones

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

## **ARTICLE 10 – EXPEDITED ARBITRATION**

**Amend the collective agreement by changing the following Article:**

### **10.01 Roster**

The following expedited arbitrators are appointed under the Collective Agreement:

Corinn Bell

Paula Butler

Elaine Doyle

Vince L. Ready

Ken Saunders

Chris Sullivan

Jacque de Aguayo

Koml Kandola

Allison Matacheskie

Randy Noonan

Brett Matthews

Tonie Beherral

## **ARTICLE 11 – ARBITRATION**

**Amend the collective agreement by changing the following Article:**

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### **11.01 Composition of Board**

Should the Committee on Labour Relations, the Union Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Collective Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of a single arbitrator. Notwithstanding this, either party may choose to refer a matter to an Arbitration Board of three (3) members. Such arbitrator or Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Relations Code of British Columbia.

Where a matter is referred to an Arbitration Board of three (3) members, one (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union, and the third (3), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed under the provisions of Article 11.

The following arbitrators are appointed under the Collective Agreement.

~~Mark Brown~~

~~Judi Korbin~~

Vince L. Ready

Corinn Bell

Julie Nichols

John Hall

Jacque de Aguayo

Brett Matthews

Stephen Kelleher

The parties, by mutual agreement, will appoint an arbitrator from this list, may amend the list of arbitrators at any time, or choose an arbitrator who is not on this list.

The decision of the arbitrator or, in the case of an Arbitration Board, the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

**Amend the collective agreement by changing the following Article:**

**11.02 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

~~Mark Brown~~

Judi Korbin

Vince L. Ready

Corinn Bell

Allison Matacheskie

Jacque de Aguayo

Brett Matthews

Stephen Kelleher

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the Labour Relations Code of B.C. shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

## **ARTICLE 12 – EVALUATION REPORTS, PERSONNEL FILES**

**Amend the collective agreement by changing the following Article:**

### **12.03 Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed ~~thirty-six (36)~~ eighteen (18) months after the date of the letter, provided the behavior or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

The eighteen (18) month period is extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of vacation and maternity/parental leave.

## **ARTICLE 14 – PROMOTION, TRANSFER, DEMOTION, RELEASE**

**Amend the collective agreement by changing the following Article:**

### **14.06 Re-Employment After Retirement**

- a. Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are ~~re-engaged~~ employed within three (3) calendar months of retirement, shall have their previous anniversary date maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.
- b. Where applicable, if an employee is re-employed within twelve (12) calendar months of retirement the Memorandum of Agreement re Keyboarding, Computer Software and Medical Terminology Testing applies.

**Amend the collective agreement by changing the following Article:**

### **14.10 Portability**

#### **14.10.01 Probation**

Any new employee whose employment terminates with an Employer party to this Collective Agreement (Employer A) (except employees dismissed for cause) and is employed within twelve (12) months with Employer A or with another Employer party to this Collective Agreement (Employer B), shall be required to serve a probationary period in accordance with Article 13. Upon completion of the probationary period, the employee shall be credited with portable benefits and seniority as defined below.

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Effective April 1, 2026, any employee whose employment terminates with an Employer party to this Collective Agreement (Employer A) (except employees dismissed for cause) and is employed within eighteen (18) months with Employer A or with another Employer party to this Collective Agreement (Employer B), then upon completion of their probationary period pursuant to Article 13, the employee shall be credited with portable benefits and seniority as defined below.

#### **14.10.02 Portable Benefits**

##### **(a) Annual Vacations**

Vacation entitlement earned during previous employment shall be credited to the employee, and vacations granted shall be in accordance with such previous entitlement (Articles 28.01 and 28.02).

##### **(b) Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from their previous employment up to a maximum of one hundred fifty-six (156) days, and shall be entitled to sick leave in accordance with the provisions of Article 31, commensurate with their accumulated seniority.

##### **(c) Special Leave**

The employee shall be credited with any unused accumulation of special leave credits from their previous employment up to a maximum of twenty-five (25) days, and shall be entitled to special leave in accordance with the provisions of Article 30.

##### **(d) Benefit Enrolment**

~~Upon ratification, the Parties will make a joint request to the JFBT to consider amending the benefit enrollment criteria for porting employees within the JFBT's existing funding.~~

Employees who are working at two Employer parties 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 (12) months of their appointment to the regular position at Employer A (or B) if they want to port their service and service related banks. Effective April 1, 2026, this twelve (12) month period shall increase to eighteen (18) months.

(e) The total service and service related banks shall not exceed the maximums

allowable for a regular full-time employee under the Collective Agreement.

### **14.10.03 Seniority**

An employee who voluntarily terminates their employment and is employed by Employer B or reemployed with Employer A is entitled to portability of seniority accumulated at Employer A.

Employees who are working at two Employer parties 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 (12) months of their appointment to the regular position at Employer A (or B) if they want to port their seniority. Effective April 1, 2026, this twelve (12) month period shall increase to eighteen (18) months.

The maximum number of combined hours ported under this Article shall not exceed 1950 hours per year.

**14.10.04** Effective sixty (60) days after the date of ratification the Employer will advise a new employee of portability entitlements in accordance with Article 14.10.

## **ARTICLE 16 – JOB POSTINGS AND APPLICATIONS**

**Amend the collective agreement by changing the following Article:**

### **16.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including 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 (7) calendar days, in a manner which gives all employees access to such information, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than ninety (90) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.

- (c) Notwithstanding (a) above, if the vacancy is a temporary one of at least fifteen (15) calendar days and less than ninety (90) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
- (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another Article 16.01(c) assignment that conflicts with the accepted one. Employees in a probationary or qualifying period shall not be considered for a 16.01(c) assignment in a different classification.
  - (ii) by employees registered for casual work in accordance with the casual addendum.
  - (iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to fifteen (15) calendar days.
- (d) Notwithstanding (a) above, if there is a temporary absence of up to fifteen (15) calendar days for a supervisory-level position, and the work is not being performed by a float employee, such temporary absence may be filled with a qualified regular employee who has indicated in writing their desire to work in such a position.
- (ed) If an employee leaves a position within thirty (30) calendar days of its commencement, the Employer will award the resulting vacancy to the next successful applicant pursuant to Article 14.01, without re-posting the vacancy.
- (fe) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if they are also registered for casual work.

- (gf) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (hg) Where the local agreement covering access to work by part-time employees (former “15.01c”) does not contain a termination clause, the agreement may be terminated on giving of six (6) months’ notice by either party.
- (ih) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

**Amend the collective agreement by changing the following Article:**

**16.05 Special Project Vacancies**

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the Collective Agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the Collective Agreement.

Where an employee has filled a project position, or a series of continuous project positions, for greater than twenty-four (24) months, the project position(s) will be deemed regular and will be posted in accordance with Article 16.

**Amend the collective agreement by adding the following Article:**

**16.12 Job Sharing**

- (a) A “Job Share Agreement” refers to a specific written agreement between the Union, the Employer and two (2) employees who will be the job share partners. The parties will use the Standard Template Job Share Agreement, which may be modified by the Employer and the Union by mutual agreement. This agreement must be signed by all parties before a Job Share Agreement can be implemented. See Appendix #5 re Standard Template Job Share Agreement.
- (b) A regular full-time employee with a single 1.0 FTE position, unless modified by mutual agreement by the Employer and the Union, may request in writing to the Employer to job share that position (the “Job Shared Position”) with one (1) other employee. The request may be approved at the Employer’s discretion.

- (c) Upon approval, the Employer will communicate a notice in writing to elicit interest in a Job Share Agreement within the unit/department. The notice will make reference to Article 16.12 and the Appendix #5 Re: Standard Template Job Share Agreement.
- (d) Unless otherwise mutually agreed to by the Employer and Union, in order to be eligible for a Job Share Agreement the employee must be a regular employee who:
  - i. Is working within the unit/department.
  - ii. Is working within the same classification.
  - iii. Has completed their probationary or qualifying period.
  - iv. Is not currently participating in a Job Share Agreement; and
  - v. Is available to commence the job share within a reasonable time period.
- (e) An eligible employee interested in a Job Share Agreement will respond to the Employer in writing.
- (f) Should the number of employees responding exceed the number of positions available, the selection shall be based on seniority.
- (g) The successful job share partner will give up their presently held position.
- (h) The Job Shared Position will be treated as a single position with regards to rotations and job descriptions.
- (i) The Job Shared Position will appear on the schedule as two (2) separate part-time lines.
- (j) The Employer and the job share partners will determine the schedule and FTE allocation of the position. Each job share partner must hold a minimum of 0.4 FTE.
- (k) Both job share partners will be regular part-time employees, inclusive of benefits presently contained in the Collective Agreement unless otherwise specified in this Article.
- (l) The Employer agrees not to increase workload levels expected of job share partners for the sole reason the position is shared.
- (m) The job share partners will fulfill all duties and responsibilities of the Job Shared Position, which will be performed in accordance with the Employer's established policies, standards and procedures.
- (n) Employees participating in a Job Share Agreement shall not be entitled to access work under Article 16.01(c) and the Addendum – Casual Employees at times when they are otherwise regularly scheduled to work.

- (o) In the event either job share partner is absent from work, relief will be determined pursuant to the Collective Agreement. The job share partners may be required to relieve for each other where there is no other relief available.
- (p) Where employees in a unit/department vote on a proposed rotation, the job share partners will be considered impacted regular employees and may participate in the vote.
- (q) If a job fair as per Article 19.02 occurs in the unit/department with an active Job Share Agreement:
- i. The job share partners will participate in the line selection based on their FTE in the job shared position and seniority.
  - ii. Job Share Agreements in the unit/department will be discontinued upon implementation of the new rotation.
- (r) If a job share partner leaves the Job Share Agreement (i.e. posts into another regular position, reverts to casual status or retires/resigns):
- i. The Job Share Agreement is dissolved.
  - ii. The remaining job share partner shall be given the first opportunity to assume the Job Shared Position or request to job share the position per section 2 above. Upon approval, Employer will elicit interest in accordance with this Memorandum.
  - iii. During the period of time to find a replacement, the Employer may require the remaining job share partner to assume the Job Shared Position.
  - iv. If no other job share partner is confirmed, the remaining job share partner has the option to assume the Job Shared Position, post into another regular position, revert to casual status or resign.
- (s) In the event the Job Share Agreement is discontinued by the Employer, thirty (30) days written notice shall be provided:
- i. The Job Shared Position will be offered in order of seniority to the job share partners.
  - ii. The remaining job share partner or the job share partners if neither select the Job Shared Position, will be displaced based on their FTE held in the Job Share Agreement.
- (t) Job Share Agreements in place at the time of ratification will continue under the terms already agreed to. If the Job Share Agreement is discontinued by the Employer or the job share partner(s), the Collective Agreement applies.

## ARTICLE 17 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Amend the collective agreement by changing the following Article:

### 17.03.01 Options for Displaced Regular Employees

#### 3. Bumping pursuant to Article 17.04

Employees in a consolidated service as per Appendix ~~X~~ #4 re Consolidated Services who have no option to bump within their worksite, shall have the option to register with any Health Authority/PHC within their worksite, for the purpose of applying for vacancies as an internal applicant for the duration of their layoff notice period.

Seniority with the displacing Employer shall apply to postings as per Article 14.01 Selection Criteria. Where the employee has seniority with both employers, the highest number of seniority hours shall be applied.

Once an employee accepts a posting under this provision there shall be a seamless transfer of employment including service and seniority with no interruption in pay and benefits.

Employment with the displacing Employer shall be terminated, and any other displacement options under Article 17.03 shall no longer be available.

An employee who is unsuccessful in their qualifying period, and their layoff notice has not yet expired, shall be reinstated to their displacing employer and shall be entitled to resume bumping and other displacement options under this article.

An employee who is unsuccessful in their qualifying period after their layoff notice has expired shall be registered on a casual list with the new employer.

If within thirty (30) days of the end of their layoff notice period, the employee has not obtained a regular status position, they shall be entitled to resume bumping options under Article 17.04 with the displacing Employer. The employee will continue to be considered an internal applicant for vacancies at the Health Authorities/PHC at which they have registered until the end of their layoff notice period.

## ARTICLE 19 – SCHEDULING PROVISIONS

**Amend the collective agreement by changing the following Article:**

### **19.04 Extended Work Day/Compressed Work Week Memorandum**

(a) The Employer or employees may propose an extended work day/compressed work week schedule and employees may access the Memorandum of Agreement Re:– Employee-Initiated Rotation Proposals and the Rotation Support Fund.

Implementation of an extended work day/compressed work week schedule is subject to mutual agreement between the Employer and the Union, which will not be unreasonably denied, and will continue in effect unless either party provides written notice of thirty (30) days to terminate the extended work day/compressed work week schedule.

~~Provided there is agreement, employees' agreement to the extended work day/compressed work week schedule will be determined by a vote.~~

Where the Employer and Union agree to implement, ~~¶~~the Union and the Employer shall jointly conduct a vote among impacted regular employees regarding the extended work day/compressed work week schedule. Such agreement to implement ¶the proposed rotation extended work day/compressed work week schedule must be approved shall be determined by a vote of seventy-five (75%) percent of the impacted regular employees. The Employer will provide leave without loss of pay or pay straight time regular wages to a Shop Steward to conduct the vote.

~~Upon approval, all employees must sign a waiver and copies will be provided to the Union and the Employer. An approved revised~~ The rotation shall be implemented pursuant to Article 19.02.03 (b) through (g). By selecting a line in the job fair, the employee has agreed to the extended work hours.

(b) Where a new unit/department is created, the Employer may implement an extended work day/compressed work week schedule subject to mutual agreement with the Union. Where there is mutual agreement, the Employer will identify the extended work hours on the job posting. Accepting the posting means the employee agrees to schedule with extended work hours.

(c) Variations to the Collective Agreement to provide for an extended work day/compressed work week schedule is outlined in the Memorandum of Agreement Re: Extended Work Day/Compressed Work Week Memorandum of Agreement.

## ARTICLE 22 – SHIFT, WEEKEND AND TRADES

**Amend the collective agreement by changing the following Article:**

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### **22.01 Evening Shift Differential**

- (a) ~~Effective April 1, 2022~~ Employees working the evening shift shall be paid a shift differential of one dollar and ninety cents (\$1.90) per hour for the entire shift worked. Effective the first pay period after April 1, 2028, the evening shift differential shall be increased to two dollars and five cents (\$2.05). ~~Effective April 1, 2022, employees working the night shift shall be paid a shift differential of three dollars (\$3.00) per hour for the entire shift worked. The night shift differential shall be increased effective April 1, 2023 to three dollars and twenty cents (\$3.20).~~
- (b) Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours).

### **22.02 Night Shift Differential**

- (a) Employees working the night shift shall be paid a shift differential of three dollars and twenty cents (\$3.20) per hour for the entire shift worked. Effective the first pay period after April 1, 2026, the night shift differential shall be increased to three dollars and forty cents (\$3.40). ~~Effective April 1, 2022 an employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. The weekend premium shall be increased effective April 1, 2023 to two dollars and fifteen (\$2.15).~~
- (b) Night shift will be defined as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

### **22.03 Weekend Premium**

- (a) An employee shall be paid a weekend premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective the first pay period after April 1, 2028, the weekend premium shall be increased to two dollars and thirty cents (\$2.30). ~~Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400) hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).~~

### **22.04 Trades Qualification Premium**

- (a) Regular employees classified in the trades job family, maintenance supervisor classifications who hold a trades qualification (TQ) ticket(s) as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a TQ

~~trades qualification~~ premium of \$900 for one (1) TQ ticket or \$1300 for two (2) or more TQ tickets per year, pro-rated for part-time employees.

- (b) Effective the first pay period after April 1, 2026, the TQ premium for one (1) TQ ticket shall increase to fifteen hundred dollars \$1500, the TQ premium for two (2) TQ tickets shall increase to three thousand dollars \$3000, and a Field Safety Representative (FSR) certification is eligible if the certification is a requirement of the employee's job.
- (c) Effective the first pay period after April 1, 2026, casual employees are eligible for the Article 22.04 TQ premium, pro-rated for straight-time hours worked in the preceding calendar year. To be eligible for the TQ premium, the employee shall work more than one thousand (1000) straight-time hours in the preceding calendar year.

**Amend the collective agreement by adding the following Article:**

**22.XX Peer to Peer Support Allowance**

- (a) Effective the first pay period after April 1, 2026, an employee designated by the Employer to provide support to at least one new employee in the same job shall be paid an allowance of fifteen dollars (\$15.00) for that new employee's first supernumerary shift.
- (b) For the purposes of this allowance, a new employee is defined as:
  - new to the Employer;
  - new to the FBA;
  - new to the worksite; and/or
  - new to a job and/or classification.
- (c) This allowance only applies when the new employee is supernumerary and the employee receiving the allowance provides support in addition to their regular duties.
- (d) This allowance does not apply to employees whose assigned role already requires providing supervision, education and/or training.
- (e) The Employer may designate only one (1) employee to receive the allowance for providing support to the new employee(s).

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## ARTICLE 29 – BEREAVEMENT LEAVE

Amend the collective agreement by changing the following Article:

### 29.01

(a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family as defined below. Effective the first pay period after April 1, 2026 bereavement leave will increase to four (4) days. ~~This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employee's family.~~

(b) Immediate family shall include:

- Child or step-child
- Parent, step-parent or foster-parent
- Spouse
- Parent-in-law
- Parent's sibling or their spouse
- Any person who lives with an employee as a member of the employee's family
- Sibling or sibling-in-law
- Grandparent
- Grandchild
- Legal guardian
- Ward

Effective the first pay period after April 1, 2026 the above list shall also include:

- Common-law partner
- Co-parent
- Foster child
- Sibling or sibling-in-law's child

(c) An Indigenous employee whose cultural practices provide an expanded understanding of immediate family shall be granted bereavement leave consistent with their cultural practices, in accordance with Article 33.

(d) An employee (birthing and non-birthing parent) who has experienced a ~~loss~~ termination of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

(e) Effective April 1, 2026, if a member of an employee's immediate family has been notified that death is imminent, the employee may use bereavement leave under this Article prior to the event of death. For clarity, "imminent" means the immediate family member has been admitted to hospice care, has been approved for medical assistance in dying

(MAID), or has been advised by a physician that death is expected within three (3) months. Bereavement leave cannot exceed the entitlement in Article 29.01(a).

- (f) Such bereavement leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

### **ARTICLE 30 – SPECIAL LEAVE**

**Amend the collective agreement by changing the following Article:**

**30.01** An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (0.5) day (3.75 hours) every four (4) weeks (150 hours).

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (1) Marriage Leave – five (5) days.
- (2) Parental/Adoption Leave – two (2) days.
- (3) Serious household or domestic emergency including injury or 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 injured or ill immediate family member – up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' bereavement leave.
- (5) Leave of three (3) days may be taken for travel associated with bereavement leave.
- (6) Leave of up to five (5) days may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.
- (7) Effective the first pay period after April 1, 2026, attendance at the employee's Canadian citizenship ceremony – one (1) day per lifetime.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, they may request leave of absence without pay.

## **ARTICLE 31 – SICK LEAVE, WCB, INJURY-ON-DUTY**

**Amend the collective agreement by changing the following Article:**

### **31.11 Cash Pay Out of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the workforce as defined in Article 43, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

An employee who retires or voluntarily leaves the workforce in accordance with the above after the first pay period after April 1, 2026, is to be paid in cash an amount equivalent to fifty percent (50%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

## **ARTICLE 33 – CEREMONIAL, CULTURAL, SPIRITUAL, ~~AND BEREAVEMENT,~~ AND SPECIAL LEAVE FOR INDIGENOUS WORKERS EMPLOYEES**

**Amend the collective agreement by changing the following Article:**

Indigenous ~~employees~~workers 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.

### **33.01 Definitions**

A ceremonial, cultural, or spiritual ~~practice event~~ under this section includes any ~~practice, tradition, or event~~ that is significant to an Indigenous worker's culture. Examples of significant cultural ~~events~~ practices, traditions, and events include, but are not limited to, Hoobiyee, Powwows, 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 29.01 or Special Leave under Article 30 includes an Indigenous worker’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 worker considers family consistent with their Indigenous cultural practices.

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

### **33.02 Entitlement to Ceremonial, Cultural, and Spiritual Leave**

(a) Effective April 1, 2022 a-An Indigenous worker may request up to ~~two (2)~~ five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual practice(s) ~~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 worker’s entitlement to leave under Article 29.01 - Bereavement Leave as applicable (and per the expanded definition of “immediate family”, above). ~~The number of days shall be increased to five (5) days per calendar year effective January 1, 2023. Effective the first pay period after April 1, 2028, the number of days shall be increased to six (6) days per calendar year.~~

(b) Where an Indigenous worker 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~~worker 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 practices ~~events~~, the worker will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or practices ~~events~~, the worker will make every effort to provide at least seven (7) calendar days’ notice of the leave.

## **ARTICLE 35 – MATERNITY AND PARENTAL LEAVE**

**Amend the collective agreement by changing the following Article:**

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### **35.XX Leave for Indigenous Child Care**

Effective April 1, 2026, a worker 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, workers 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 worker 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.

A worker 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 worker will continue in their former position.

Workers 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).

## **ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY**

**Amend the collective agreement by changing the following Article:**

The Employer and the Facilities Bargaining Association agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries

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and the promotion of safe workplace practices. The Employer and the Facilities Bargaining Association agree to adhere to the provisions of the Workers Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite and electronic locations where the Regulation is readily available for viewing.

**Amend the collective agreement by changing the following Article:**

### **37.01 Joint Occupational Health and Safety Committee**

#### **(8) Education**

- (a) Where an employee is appointed to serve on the JOHSC for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which they serve on the JOHSC.
- (b) This additional day of paid education leave will be used to attend health and safety courses sponsored by WorkSafeBC, SWITCH BC, or other courses mutually agreed to by the Employer and the Union at the local level, and will not be unreasonably denied.
- (c) Employees who are members of the JOHSC and Worker Health and Safety Representatives are entitled to an annual educational leave as outlined in the *Worker's Compensation Act*.
- (d) Employees who are members of the JOHSC and Worker Health and Safety Representatives shall be granted the OHS education leave per Article 37.01 (8) without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of education.

**Amend the collective agreement by changing the following Article:**

### **37.02 Aggressive Patients/Residents**

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour and provide employees with information in its possession necessary for the employee to safely carry out their duties. The Employer shall make every reasonable effort to ensure that sufficient, trained staff are present when any treatment or care is provided to such patients/residents.

- (b) ~~FBA~~ Employees providing care to an aggressive patient/resident may provide input on the instructions for care of that patient/resident.
- (c) The In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed, or at the request of the employees. The appropriate Joint Occupational Health and Safety Committee (JOHSC) will be consulted on the curriculum. ~~FBA~~ Employees providing care to an aggressive patient/resident may provide input on the topics for in-service.
- (d) The Employer shall keep a record of all Code White incidents. The JOHSC will review all incidents and recommend preventative actions. The JOHSC shall refer to both the local Employer Code White response plan and the OHSAH Guidelines: Code White Response Best Practice Guide in investigations of Code White incidents.

**Amend the collective agreement by changing the following Article:**

**37.06 Working Alone or in Isolation**

- (a) 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 or illness where the employee might not be able to secure assistance in the event of injury or illness. The Committee shall have the right to make recommendations to the Employer regarding such procedures.
- (b) The Employer will communicate to impacted employees the working alone risk assessment, completed in accordance with the provisions of the Occupational Health and Safety Regulation, identifying the hazards and the actions taken to eliminate or minimize the risks. If the employee has concerns with the actions taken by the Employer to eliminate or minimize the hazard, the employee may raise their concerns and suggestions with their supervisor, the Joint Occupational Health and Safety Committee or through the appropriate Employer OHS reporting process.

**Amend the collective agreement by changing the following Article:**

**37.07 Employee Workload**

- (a) 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 37.01(5), through the appropriate employer reporting process.

- (b) The ~~e~~Employer will make all reasonable efforts to fill employee 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/department who are at work during the absence. ~~In direct patient care areas,~~ ~~u~~Upon an employee's request, the Employer will provide a written unit/department process for work prioritization.
- (c) Where workload is a concern, the employee will discuss ~~serious~~ concerns with their supervisor and may seek direction on prioritization of work.
- (d) In any unit or facility, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

**Amend the collective agreement by changing the following Article:**

**37.08 Regional Workload Committee**

- (1) For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in a discussion regarding workload issues. The parties can schedule two (2) additional meetings per year if there is mutual agreement that such additional meetings are necessary.
- (2) The parties agree that for the purposes of the discussion regarding workload issues, they will have equal representation not to exceed four (4) representatives per party.
- (3) In order to facilitate the above discussion, the Employer shall provide to the Union(s) the following data on May 31 and November 30 of each year:
- Hours worked in the previous year;
  - The number of unfilled vacancies per status in the previous year;
  - Overtime hours worked and hours worked by casual employees by classification in the previous year;
  - Sick leave hours in the previous year;
  - FTEs by classification;

- The number and status of referrals under Article 37.01 (6);
- Number of full-time, part-time, and casual employees by classification; and
- Employee separation of employment by classification;
- The number of project or term certain positions in the previous year;
- The number of workload hours called out under the Casual Addendum, Section 1, Subsection 9 and the areas where these hours were worked;
- The number of float positions under Article 16.11 or Article 28.03 and;
- Relevant census data.

The Employer will provide the above data at a cost centre level where applicable and where possible.

- (4) Employers are not required to create administrative systems in order to generate the above data. Employers will provide the data listed above in an electronic and sortable format.
- (5) Following the data being provided, the parties will jointly review the information.
- (6) The parties shall discuss a variety of workload solutions including but not limited to the regularization of hours, prioritization of work, and process review.
- (7) To discuss regularization of hours on a unit/department, the Union may request from the Employer additional relevant and reasonable information, which may include vacancies, leave utilization, types of hours worked and previous schedules. Such requests will not be unreasonably denied.
- (7 8) The Employer may create regular positions, or add hours to existing regular part-time positions. This approach may include the creation of vacation relief or float positions.
- (8 9) The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to the meeting.

**Amend the collective agreement, by changing the following Article.**

### **37.09 Employee Safety**

- (a) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
- (b) The Employer shall provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe

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handling of materials and products. 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 that was designed by the Provincial Violence Prevention Steering Committee. 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 32.02.
- (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 and their department or unit. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Article 32.02.
- (e) Employees who experience harassment extending from incidents related to patient/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 WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafeBC.
- (g) If employees are or may be exposed to biological agents, 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.

**Amend the collective agreement by changing the following Article:**

### **37.11 Ergonomics and Manual Lifting**

- (a) For all new and renovated offices, pods, or work areas, the Employer, in consultation with the ~~JOSH~~ JOHSC, 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.
- (b) Within thirty (30) days of an employee's request, the Employer shall commence a risk assessment process to determine if an employee's workstation is of adequate size and functionality.
- (c) The Parties agree to a goal of eliminating all unsafe manual lifts of patients/residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the patients/residents.
- (d) The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle patients/residents safely at all times, and specifically to avoid the need to manually lift patients/residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the patients/residents, sufficient staff must be made available to lift patients/residents safely.

**Amend the collective agreement by changing the following Article:**

### **37.14 Critical Incident Stress Defusing**

Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and ~~be known~~ communicated to employees ~~who have suffered~~ involved in or witness to a serious work-related, traumatic incident of an unusual nature including Code Whites. Critical incident stress debriefing or appropriate support shall be offered and communicated to employees. 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 adding the following Article:**

### **37.15 Supervisor OHS Training**

- (a) In accordance with the *Workers Compensation Act* to carry out supervisory duties, the Employer will provide supervisory OHS training to employees whose job duties include supervision of staff. This training will include knowledge of the *Workers' Compensation*

Act, Occupational Health and Safety Regulation, and its standards, policies, and guidelines applicable to supervisory roles, including the roles and responsibilities of a supervisor. The training will include an annual refresher.

(b) The Employer will provide the necessary supervisor OHS training to employees within the employee's qualifying period in the supervisory role.

(c) Within six (6) months of ratification, the Employer in consultation with the Union, will develop an action plan for supervisor OHS training which must be implemented within one (1) year of ratification. For Affiliate Employers, the consultation will occur at the local level.

## ARTICLE 38 – HEALTH CARE PLANS

### **Amend the collective agreement by changing the following Article:**

~~Notwithstanding the references to the Pacific Blue Cross Plans in this article, the parties agree that Employers, who are not currently providing benefits under the Pacific Blue Cross Plans may continue to provide the benefits through another carrier providing that the overall level of benefits is comparable to the level of benefits under the Pacific Blue Cross Plans.~~

### **38.01 Medical Plan**

Eligible employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment or upon the initial date of employment for those employees with portable service as outlined in Article 14.10.

### **38.02 Dental Plan**

The Joint Facilities Benefits Trust (JFBT) provides Dental Plan benefits to the eligible employees and all employers are required to participate in the JFBT. See [www.jfbt.ca](http://www.jfbt.ca) for information regarding benefits coverage.

~~(a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan~~

~~(Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.~~

- ~~(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.~~
- ~~(c) The Employer shall pay one hundred percent (100%) of the premium.~~
- ~~(d) During the term of this Collective Agreement Pacific Blue Cross will be the carrier of the dental plan.~~

### **38.03 Extended Health Care Plan**

The Joint Facilities Benefits Trust (JFBT) provides Extended Health Care Plan benefits to the eligible employees and all employers are required to participate in the JFBT. See [www.jfbt.ca](http://www.jfbt.ca) for information regarding benefits coverage.

- ~~(a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the Pacific Blue Cross plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.~~
- ~~(b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$350.00 every twenty four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$600.00 every forty eight (48) months per eligible employee or eligible dependant.~~
- ~~(c) During the term of this Collective Agreement Pacific Blue Cross will be the carrier of the extended health care plan.~~
- ~~(d) The parties agree to Pharmacare Tie In effective April 1, 2013.~~

## **ARTICLE 39 – LONG-TERM DISABILITY INSURANCE PLAN**

**Amend the collective agreement by changing the following Article:**

**39.01** The Joint Facilities Benefits Trust (JFBT) provides Long-Term Disability Insurance Plan benefits to eligible employees and all employers are required to participate in the JFBT. See [www.jfbt.ca](http://www.jfbt.ca) for information regarding benefits coverage.

~~Employer shall provide a mutually acceptable long term disability insurance plan.~~

**39.02** ~~The plan shall be as provided in the Addendum – Long-Term Disability Insurance Plans.~~

~~39.03 The Employer shall pay one hundred percent (100%) of the premium.~~

## **ARTICLE 40 – GROUP LIFE INSURANCE**

**Amend the collective agreement by changing the following Article:**

~~The following provision applies to employees formerly covered by the HEU Master Agreement. Employees formerly covered by other Collective Agreements will be governed by Group Life Insurance Plan provisions, if any, found in their respective former Collective Agreements.~~

~~40.01 The Joint Facilities Benefits Trust (JFBT) provides Group Life Insurance to eligible employees and all employers are required to participate in the JFBT. See [www.jfbt.ca](http://www.jfbt.ca) for information regarding benefits coverage.~~

~~40.02 The plan shall provide \$50,000.00 insurance coverage for post probationary employees.~~

~~40.03 The plan shall include provision for employees to continue the payment of premiums after retirement or termination.~~

~~40.04 The plan shall also include coverage for accidental death and dismemberment.~~

~~40.05 The plan shall be as provided in the Addendum – Group Life Insurance Plan.~~

~~40.06 The Employer shall pay one hundred percent (100%) of the premium.~~

## **ARTICLE 48 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

**Amend the collective agreement by changing the following Article:**

### **48.03 Wage Schedule**

The pay rate (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Collective Agreement, from April 1, ~~2025~~~~2022~~ to March 31, ~~2029~~~~2025~~.

## **ADDENDUM**

**Amend the collective agreement by changing the following Addendum:**

### **Casual Employees (8)**

8. Casual employees shall not be dismissed except for just and proper cause.

(1) The Employer may require a casual employee to work a minimum of ~~270~~~~225~~ hours

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over a twelve (12) month period. Where the Employer implements a minimum hour requirement, casual employees who are not offered 270225 hours over a twelve (12) month period are not required to meet the minimum standard.

- (2) If the employee has worked less than 135112.5 hours aggregated across all casual registries with an Employer in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of 270225 hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- (3) If the employee has worked less than 270225 hours aggregated across all casual registries with an Employer in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within thirty (30) days receipt of the letter, they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- (4) For the purpose of this article, "bona fide" reasons include grounds under the Human Rights Code. Further, employees may apply for periods of unavailability for other reasons and the employer will not unreasonably deny such applications.

## ADDENDUM

**Amend the collective agreement by changing the following Addendum:**

### **Casual Employees (13)**

13. Casual employees shall receive thirteen percent (13%) of their straight time pay in lieu of scheduled vacations and statutory holidays. This percentage shall increase to thirteen point two percent (13.2%) effective the first pay period after April 1, 2028.

~~twelve point two percent (12.2%) effective January 1, 2017 and to twelve point six percent (12.6%) effective January 1, 2019.~~

#### **APPENDIX #4 – CONSOLIDATED SERVICES**

**Amend the collective agreement by changing the following Appendix:**

**List of Consolidated Services as of February 28, 2025 ~~October 31, 2020~~**

Fraser Health Authority	(Pharmacy)
Providence Health Care	(Biomedical Engineering) (Health Information Management)
Provincial Health Services Authority	(AP/AR/Revenue Services) (IMITS)f (Lower Mainland Pathology and Lab Medicine) (Payroll) (Supply Chain)
<del>Vancouver Coastal Health</del>	<del>(Diagnostic Imaging)</del>

## APPENDIX #5 – STANDARD TEMPLATE JOB SHARE AGREEMENT

**Amend the collective agreement, by adding the following Appendix:**

– Standard Template Job Share Agreement –

In accordance with the Collective Agreement, the following shall constitute the job share template agreement:

### **Standard Template Job Share Agreement**

Between

(Employer)

And

(Union)

And

(Employee Job Share Partner)

And

(Employee Job Share Partner)

**Re: Job Share – (Job Title and Job Code) at (Worksite Name) in the (Name of Department)**

It is understood and agreed as follows:

1. This Job Share Agreement is applicable only for (Job Share Partner Name) and (Job Share Partner Name) commencing on (Date).
2. The job share partners will job share the single position of (X.XX) FTE as described above in accordance with the Article 16.12 Job Sharing and Appendix #5 re Standard Template Job Share Agreement.
3. (Job Share Partner Name) will work (X.XX) FTE and (Job Share Partner Name) will work (X.XX) FTE.
4. The job share partners agree they have received, read and understand the Article 16.12 Job Sharing and Appendix #5 re Standard Template Job Share Agreement in relation to their rights and obligations in a Job Share Agreement.

This Job Share Agreement will take effect: (Date)

\_\_\_\_\_  
(Employee Name)  
Job Share Partner

\_\_\_\_\_  
(Employee Name)  
Job Share Partner

\_\_\_\_\_  
(Name)  
(Job Title)  
(Union)

\_\_\_\_\_  
(Name)  
(Job Title)  
(Employer)

## LETTER OF AGREEMENT

**Amend the collective agreement by adding the following Letter of Agreement:**

**Re: FBA 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 FBA 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

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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 FBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the FBA shall also comprise of all other negotiated increases contained in the four-year 2025 FBA collective agreement, including wage comparability increases.
  5. For clarity, NCIs do not include low wage and benefit redress adjustments for the CBA, 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. Notwithstanding the list of exclusions in paragraph 5, all new compensation and benefit increases received by the Public Service BCGEU during the term of the 2025 FBA Agreement shall count as NCIs, with the exception of any market adjustments and incentive payments that were in effect as of October 25, 2025 and are subsequently renewed. If any new Public Service BCGEU mid-contract increases are included in the calculation of the Public Service BCGEU's overall NCIs, then any new FBA mid-contract increases shall also be included.
  7. Subject to paragraph 11 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 11, 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.

8. During the term of the 2025 FBA Agreement, PSEC Secretariat shall notify the FBA 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.
9. 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).
10. 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 11.
11. 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.
12. This Letter of Agreement will be effective during the term of the 2025 FBA Agreement.

## LETTER OF UNDERSTANDING

**Amend the collective agreement by changing the following Letter of Understanding:**

**Re: ~~Scheduling for Union Activity~~ Scheduling, Spaces, Signage, and In-person Engagement**

WHEREAS the Parties recognize that there may be some benefit in scheduling a reasonable amount of paid time off for union members who are engaged in union activity resulting from Collective Agreement obligations such as, involvement with the Joint OH&S Committee, ~~Labour Adjustment Committee~~ and the Labour Union/Management Committee;

AND WHEREAS the Parties recognize that the amount of time which would be considered reasonable varies depending upon a number of circumstances, including the size of the employer, the nature of the operation and day to day circumstances of the facility;

AND WHEREAS the ~~p~~Parties recognize that the purpose of scheduling a reasonable amount of paid time off is to ensure the efficient operation of the Employer's business, the

promotion of harmonious labour relations and to ensure that union representatives on such committees are prepared for and productively participate in such meetings;

AND WHEREAS the Parties recognize union space and directional signage may contribute to enhanced labour relations and member engagement;

AND WHEREAS the Parties recognize rest space may contribute to employee health and wellness;

AND WHEREAS each Employer will have existing policies and procedures relating to the allocation of space and placement of signage;

AND WHEREAS the Parties recognize the value of the Union's in-person engagement with their new members where an Employer conducts virtual only induction at certain locations.

NOW THEREFORE the Parties agree as follows:

At the request of either Party, the Parties agree at the local level will to meet once annually, or as mutually agreed, to and discuss:

1. The need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the Joint OH&S Committee, Labour Adjustment Committee and the Union Labour Management Committee.
2. Space at a worksite for a local union office,
3. Navigational signage to guide employees to the local union office location,
4. Space at a worksite for break rooms and rest spaces, and
5. The opportunity for local union stewards to engage in-person with new employees, at sites where induction is virtual only.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by changing the following Memorandum of Agreement:**

**Re: Best Practice Tools to Respond to Workload**

Within 90 days of ratification, the FBA and Employer will establish a committee with equal representation between the parties, facilitated by HEABC to create a standard set of best practice tools for utilization by Employers and Joint Occupational Safety and Health Committees (JOSHC's). This committee will, within eighteen (18) months of its formation, work to develop:

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- workload investigation and assessment tools to identify workload problems;
- strategies, including leading indicators, to monitor, predict and respond to changes in workplace conditions and factors that impact workload; and
- other appropriate measures as determined by the committee.

By December 1, 2026, the committee will provide a written report to HEABC and the FBA describing their actions and outcomes, how the outcomes met the Memorandum objectives, and recommendations on next steps.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Cultural Revitalization for Indigenous Workers**

The Parties recognize the importance of reconciliation and are committed to advancing the Truth and Reconciliation Commission’s Calls to Action. In particular, the Parties recognize the benefits to the healthcare system and the importance of providing tangible support for Indigenous workers in accessing cultural revitalization opportunities, including Indigenous language learning.

Therefore, the Parties agree to allocate, on a one-time-basis, \$700,000 to establish an *Indigenous Cultural Revitalization Fund* (the “Indigenous Revitalization Fund” or “IRF”).

The IRF will be established following collaboration between the FBA and Health Authority/PHC Indigenous health leadership regarding principles and considerations that should inform proposed IRF initiatives. In considering IRF initiatives, it may be appropriate to engage with a First Nation or First Nations communities in developing, applying and/or validating these considerations.

The Indigenous Revitalization Fund will be administered by the FBA to provide tangible support to Indigenous workers accessing cultural revitalization opportunities. The funding may be used for programs including but not limited to:

1. Financial support for employees participating in Indigenous language programs or cultural revitalization initiatives.
2. Cultural knowledge holder or land-based learning programs.

3. Courses or training that deepens understanding of Indigenous knowledge and practices.
4. Culturally appropriate support programs to guide Indigenous workers in:
  - Cultural reconnection and wellness.
  - Navigating systemic barriers within the workplace.

Workers seeking to take unpaid leave to attend any approved programs supported through the IRF will submit requests for leave to their employers with as much notice as possible. Requests will be granted subject to operational requirements. Employers may grant continuation of benefits beyond 20 days of unpaid leave.

Alternatively, or in conjunction with an unpaid leave request, workers may apply to use their paid leave entitlements under Article 33 Ceremonial, Cultural, Spiritual, Bereavement, and Special Leave for Indigenous Workers or draw from their available vacation and overtime banks, as applicable, to take paid leave to attend programs offered under the IRF.

The FBA will share annually with HEABC the remaining year-end balance of the fund and by employer a summary of the cultural revitalization opportunities supported by the IRF.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Days of Cultural or Religious Significance Working Group**

- 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 Employer, 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

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Union, one (1) of which will be a Senior Union Officer or their representative, who has appropriate decision-making authority for the Union.

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 27.01 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 27.01, 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. The Memorandum is effective for the term of the Collective Agreement.

## **MEMORANDUM OF AGREEMENT**

**Amend the collective agreement by changing the following Memorandum of Agreement:**

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**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 Facilities Bargaining Association. 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.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Diversity, Equity and Inclusion Working Group**

1. The parties agree that addressing and improving diversity, equity and inclusion (D.E.I.) 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 stopping harm and fostering ~~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, people with lived experiences, 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~~ [new agreement term].
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 implementation 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, employer or Ministry of Health personnel, and/or policy change. Topics of training and education may include (but is not limited to) anti-racism, gender and sexual diversity, anti-harassment, and disability awareness. 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.~~

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by changing the following Memorandum of Agreement:**

**Re: Employee-Initiated Rotation Proposals and the Rotation Support Fund**

### **Preamble**

The FBA and HEABC intend that the Rotation Support Fund shall endeavour to reduce occurrences of six (6) consecutive shifts and revise rotations in a unit/department that are mutually agreeable, meet operational requirements, ensure service delivery, are consistent with Employers' local staffing needs, and promote recruitment and retention.

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## Employee-Initiated Rotation Proposals

1. With support from impacted regular employees and approval from their Union, employees may jointly propose rotation revisions once per year for a unit/department except where the Employer has implemented a rotation within twelve (12) months.
2. Where a rotation contains occurrences of six (6) consecutive shifts, employees and the Union may make efforts to reduce the number of occurrences of six (6) consecutive shifts.
3. On request, the Employer shall provide the staffing levels, classifications, hours and days of operation, and other unit/department-specific requirements necessary to propose revisions to the rotation.
4. Employees may propose a revised rotation to the Employer that both satisfies the Employer's operational requirements and is either compliant with the Collective Agreement or presented to the Employer with a waiver of Collective Agreement scheduling requirements signed by the Union. HEABC and the FBA shall develop a mutually agreed waiver. The proposed rotation shall be provided in the Employer's rotation format. The Union shall support employees in developing a proposed rotation.
5. The Employer shall review the proposed rotation to ensure that it is consistent with service delivery needs, and staffing requirements and shall respond within thirty (30) calendar days.
6. If the Employer approves the proposed rotation, the Employer and Union shall jointly conduct a vote among impacted regular employees regarding the original rotation and the proposed rotation. The proposed rotation must be approved by seventy-five (75) percent of the regular employees.
7. An approved revised rotation shall be implemented pursuant to Article 19.02.03 (b) through (g).

## Rotation Support Fund

~~Effective April 1, 2022, HEABC shall allocate \$800,000 on a one-time basis to a~~ The Rotation Support Fund is to be administered by the FBA. The FBA shall use the Rotation Support Fund (the "Fund") to establish rotation support personnel and to develop rotation tools to support employees to propose revised rotations.

The FBA shall provide HEABC with a written report in January of each year containing a

summary of the Fund's expenditures and balances and verify that the Fund was used to support the work as described in this Memorandum of Agreement (MOA).

In January of each year, the FBA and HEABC shall meet to discuss the rotation tools to support employees, how employees access the Fund supports, and the Fund outcomes for the preceding calendar year ~~including scheduling parameters and information needed to reduce the number of occurrences of six (6) consecutive shifts in rotations.~~

This MOA shall expire on March 31, 2029, unless HEABC and the FBA mutually agree to extend. The HEABC and FBA shall evaluate the success of employee-initiated rotation proposals prior to proposing extension of this MOA. The success of this MOA shall be evaluated through the examination of factors such as the tools developed and the amount of rotation support requests and rotations developed.

### MEMORANDUM OF AGREEMENT

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Extended Health Benefits – Mental Health Coverage**

Upon ratification, the Parties will make a joint request to the JFBT to:

~~Expedite a r~~ Review of the extended health benefits plan to consider amending the extended health benefit plan amendments to enhance/improve coverage for mental health within the JFBT's existing funding.

### MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Facilities Subsector Wage Comparability Funding**

WHEREAS in 2004 certain legislative and labour relations actions were imposed on the FBA and resulted in the significant reduction in FBA member wages;

WHEREAS the parties recognize the importance of ensuring that employees are paid fairly for the work they do, including gendered and racialized workers whose work has been historically undervalued in the provision of healthcare;

WHEREAS it is in the interests of all parties for employers to recruit and retain employees to ensure that the delivery of healthcare services is maintained at optimum levels without resulting in unsustainable workload pressures being placed on employees;

WHEREAS as part of the 2022-2025 Collective Agreement, the parties conducted a Wage Comparability Review between the Collective Agreement and other relevant BC public sector comparators to identify wage comparability issues, identify options to address identified issues, and allocate available funds to address identified priority issues.

Additionally, the parties were to develop a joint report to Government with recommendations and funding requirements for addressing wage comparability in bargaining for the renewal of the 2022-2025 Collective Agreement; and

WHEREAS the parties worked collaboratively to identify wage comparability issues, agreed to interim wage adjustments in 2023 and 2024 as a first step in addressing wage comparability issues for lower wage-rated classifications, and the FBA and HEABC submitted separate reports to the Government with information and recommendations to determine and address wage comparability in bargaining for the renewal of the 2022-2025 Collective Agreement;

THEREFORE the parties agree to take next steps in addressing wage comparability issues between the Collective Agreement and other relevant BC public sector comparators, in accordance with this Memorandum:

1. To address identified priority wage comparability issues during the term of the Collective Agreement, the parties agree to allocate the following annualized, ongoing funding (the “Fund”) in each fiscal year to provide wage adjustments, inclusive of associated wage-related costs:

- a. 2025/2026 \$18,000,000
- b. 2026/2027 \$11,200,000
- c. 2027/2028 \$19,300,000
- d. 2028/2029 \$12,000,000

The Fund’s allocation for each fiscal year will be effective the first pay period after April 1 in the applicable year.

2. The Fund is intended to be used for wage comparability adjustments and cannot be used for a general wage increase. This Memorandum does allow for all classifications to receive an adjustment, subject to agreement by the parties.
3. The parties will:
  - a. By June 30, 2026, determine a process to revise wage comparability information and identify any wage comparability issues, which will be informed by the pay equity principles and framework for job evaluation factors in Article 49 – Pay Equity of the Collective Agreement;
  - b. Using the process in (a) above, determine the allocation of the Fund to make adjustments to identified grids on the General Wage Schedule on a permanent basis, effective the first pay period after April 1, 2025 and April 1, 2026. The Parties will meet annually thereafter prior to February 1 each year to determine the allocation of the Fund for future years;
4. To assist the parties in resolving disputes that may arise, the parties shall appoint Jacquie de Aquayo as arbitrator (the “Arbitrator”) to decide matters on an expedited basis. The Arbitrator may assist the parties in mediating disputes. Should the parties be unable to reach agreement, the Arbitrator shall make a final determination on the allocation of the Fund.
5. Should the parties engage in dispute resolution, the parties shall equally share the costs of the fees and expenses of the Arbitrator.
6. The parties recognize that wage comparability cannot be achieved in this Collective Agreement. To that end, in addition to all other provisions of this Memorandum of Agreement, it is agreed that to support further progress on wage comparability:
  - a. a dollar amount equivalent to not less than one and one half percent of wages and wage impacted benefits (as determined by the PSEC Secretariat) (the “First Future Wage Comparability Funds”) will be provided and applied to the first renewal of the Collective Agreement that replaces the 2025-2029 Collective Agreement (the “First Future Collective Agreement”). Half of the guaranteed one and one half percent increase dollar amount will be effective in Year 1 of the First Future Collective Agreement, with the other half being effective in Year 2 of the First Future Collective Agreement; and
  - b. a dollar amount equivalent to not less than two percent of wages and wage impacted benefits (as determined by the PSEC Secretariat) (the “Second Future Wage

Comparability Funds”) will be provided and applied to the subsequent renewal of the Collective Agreement that replaces the First Future Collective Agreement (the “Second Future Collective Agreement”). Half of the guaranteed two percent increase dollar amount will be effective in Year 1 of the Second Future Collective Agreement, with the other half being effective in Year 2 of the Second Future Collective Agreement.

The First Future Wage Comparability Fund will be payable following ratification of the First Future Collective Agreement, and the Second Future Wage Comparability Fund will be payable following ratification of the Second Future Collective Agreement. These funds will be in addition to the general public sector mandates (the “General Mandate”) that apply to the FBA.

### MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by changing the following Memorandum of Agreement:**

**Re: FBA Education Fund**

Allocate one and a half million dollars (\$1,500,000.00) for each year on:

- ~~April 1, 2022~~
- ~~April 1, 2023~~
- ~~April 1, 2024~~
- April 1, 2026
- April 1, 2027
- April 1, 2028

~~\*Please see 2.a) of the MEMORANDUM OF AGREEMENT RE: JOINT RETRAINING FUND~~

The Ministry funding is provided to the FBA to provide assistance to regular and casual employees who wish to enroll in educational programs in order to upgrade professionally and enhance their careers with health Employers in the Collective Agreement, particularly in areas of need.

The Ministry of Health believes, as set out in the 2014 report entitled, ‘Setting Priorities for

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the B.C. Health System: Supporting the health and well-being of B.C. citizens; Delivering a system of responsive and effective health care services for patients across British Columbia; Ensuring value for money' that specific groups represented by the FBA unions can play a significant role in delivery of improved health services to British Columbians.

To that end, the Ministry, and the FBA will meet within sixty (60) days of ratification of the Collective Agreement to discuss the Ministry's development of health human resource planning at a provincial, health authority and local level. Reasonable administration costs may be charged to the Fund. Upon request, the FBA will provide to the Ministry a report showing all expenditures made to date and the estimated future expenditures, including a demonstration of where these expenditures have met particular areas of need for the Ministry.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by changing the following Memorandum of Agreement:**

**Re: Health Career Access Program (HCAP)**

As part of Stronger BC: BC's Economic Recovery Plan the Government of British Columbia introduced the Health Career Access Program (HCAP), a Ministry of Health funded program that provides opportunities for individuals to upskill or reskill by obtaining paid education while also gaining work experience. This initiative supports the increased need for additional health care staff and is intended to play a key role in building capacity in the B.C. health sector and economy.

~~While HCAP currently applies to Health Care Support Workers in settings that include long-term care, assisted living, and home and community care, the Ministry of Health is interested in expanding HCAP to other positions and settings. This commitment supports the training for highly valued and respected workers who provide important support to B.C.'s health system.~~

The Ministry of Health has committed to continue HCAP to the end of ~~2024/25~~ 2028/29 with a funding commitment for up to ~~3,000~~ positions per year, which includes both Facilities Subsector and Community Subsector positions. HCAP will continue to focus on Health Care Support Workers in long-term care, assisted living, and home and community care, ~~however the Ministry of Health may expand HCAP into and~~ acute care and to up to ~~two (2)~~ other Facilities Subsector professions, with an initial allocation of up to 200 of the available positions to those profession(s).

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The Ministry of Health will assess HCAP, including the retention rates and job status of HCAP participants during and following participants' Return of Service (ROS). The Ministry of Health will engage the FBA semi-annually on this information.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**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:

3. 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.
4. 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

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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.

5. 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 FBA by February 1, 2026.
6. Within sixty (60) days of ratification, HEABC and FBA 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 FBA 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*.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**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 culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and promote 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;
- promotes Indigenous-specific anti-racism by embedding Indigenous rights;
- advances cultural safety;
- encourages a ‘speak up’ culture; and
- maintains respect and collaboration.

The Working Group will:

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- 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;
- 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, workers, 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.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Indigenous Specific Mental Health and Substance Use Support and Resources**  
Upon ratification, the Parties will make a joint recommendation to the Joint Facilities Benefits Trust (JFBT) as follows:

The FBA and HEABC jointly request that, if and when the trustees of the JFBT determine, in accordance with the trust's funding policy and the trustees' fiduciary duties, that the funding status of JFBT 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 FBA 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 JFBT.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Indigenous Workforce Committee**

To further the recruitment, retention and advancement of Indigenous workers, 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 workers;
- Career path counselling for Indigenous workers;

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- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous workers' 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.

**MEMORANDUM OF AGREEMENT**  
**between**  
**HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)**  
on behalf of:

Interior Health Authority, Arrow Lakes Hospital, Nakusp  
Interior Health Authority, Halcyon Community Home, Nakusp  
Interior Health Authority, Slocan Community Health Care Centre, New Denver  
Interior Health Authority, Victorian Community Health Centre of Kaslo, Kaslo  
Northern Health Authority, Acropolis Manor, Prince Rupert  
Northern Health Authority, Bulkley Lodge, Smithers  
Northern Health Authority, Bulkley Valley District Hospital, Smithers  
Northern Health Authority, Chetwynd General Hospital  
Northern Health Authority, Dawson Creek and District Hospital  
Northern Health Authority, Fort Nelson General Hospital  
Northern Health Authority, Fort St. John General Hospital and Health Centre  
Northern Health Authority, Hudson's Hope Health Centre  
Northern Health Authority, Kitimat General Hospital  
Northern Health Authority, Lakes District Hospital and Health Centre, Burns Lake  
Northern Health Authority, Mackenzie and District Hospital

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Northern Health Authority, Northern Haida Gwaii Hospital and Health Centre  
Northern Health Authority, McBride and District Hospital  
Northern Health Authority, Mills Memorial Hospital, Terrace  
Northern Health Authority, Peace Villa, Fort St. John  
Northern Health Authority, Prince Rupert Regional Hospital  
Northern Health Authority, Haida Gwaii Hospital & Health Centre  
Northern Health Authority, Rotary Manor, Dawson Creek  
Northern Health Authority, Stikine Health Centre, Dease Lake  
Northern Health Authority, Stuart Lake General Hospital, Fort St. James  
Northern Health Authority, Terraceview Lodge, Terrace  
Northern Health Authority, Tumbler Ridge Health Centre, Tumbler Ridge  
Northern Health Authority, Valemount Health Centre  
Northern Health Authority, Wrinch Memorial Hospital, Hazelton  
Vancouver Coastal Health Authority, Bella Coola General Hospital  
Vancouver Coastal Health Authority, R.W. Large Memorial Hospital, Waglisla  
Vancouver Coastal Health Authority, qathet General Hospital/Evergreen Extended Care,  
Powell River  
Vancouver Coastal Health Authority, Willingdon Creek Village, Powell River  
Vancouver Island Health Authority, Gold River Health Clinic  
Vancouver Island Health Authority, Port Alice Health Centre  
Vancouver Island Health Authority, Port Hardy Hospital  
Vancouver Island Health Authority, Port McNeill and District Hospital  
Vancouver Island Health Authority, Cormorant Island Community Health Centre, Alert Bay  
Vancouver Island Health Authority, Tahsis Hospital  
Vancouver Island Health Authority, Tofino General Hospital  
Vancouver Island Health Authority, Zeballos Health Unit, Zeballos

and

### **FACILITIES BARGAINING ASSOCIATION (FBA)**

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Isolation Travel Allowance:**

An isolation travel allowance of one hundred dollars (\$100.00) per month or its hourly equivalent shall be applied to all pay rates.

**Effective the first pay period after April 1, 2028, employees that work in the following locations shall have the isolation travel allowance applied:**

Alert Bay  
Bella Bella  
Bella Coola  
Burns Lake  
Chetwynd  
Dawson Creek  
Dease Lake  
Fort Nelson  
Fort St. James  
Fort St. John  
Gibsons  
Gold River

Haida Gwaii  
Hazelton  
Hudson Hope  
Kaslo  
Kitimat  
MacKenzie  
McBride  
Nakusp  
New Denver  
Port Alice  
Port Hardy  
Port McNeill

Powell River  
Prince Rupert  
Sechelt  
Smithers  
Tahsis  
Terrace  
Tofino  
Tumbler Ridge  
Valemount  
Vanderhoof  
Zeballos

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by adding the following Memorandum of Agreement:**

**Re: Long-term disability (LTD) Plan Benefits – LTD Medical Documentation Expenses**

Upon ratification, the Parties will make a joint request to the Joint Facilities Benefits Trust (JFBT) to:

Consider amending the LTD plan, within the JFBT's existing funding, to reimburse employees enrolled in the LTD plan up to one hundred (100) per cent of the documentation expenses incurred by the employee to obtain medical documentation necessary for claims adjudication.

Such consideration shall include the JFBT's ability to administer reimbursements directly to participating employees.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Trainer/Mentor Position Assessment and Pilot Project**

The Parties understand that mentorship can aid in team integration, learning and skills development and provide support to employees, particularly during the initial months of their new job. In addition to enhancing the retention of new staff, mentorship provides an opportunity for knowledge transfer and the recruitment and retention of experienced health care employees who may otherwise retire and are well suited to provide other employees with additional knowledge and support. The long-term goal of mentors is to improve job satisfaction and morale in the team and provide mentees with a trusted person with whom to discuss occupational questions.

Accordingly, the Parties agree to build on the work of the FBA Provincial Recruitment and Retention Working Group, Mentor Assessment Sub-Committee and establish a working group to be chaired by HEABC and comprised of:

- one representative from HEABC;
- two senior-level representatives from HEABC member organizations; and
- three representatives from the FBA.

Within one hundred and twenty (120) days of ratification, the working group will meet monthly or as mutually agreed.

The working group will:

1. In recognition that there may be different job titles, determine what duties, responsibilities and factors would be assigned to a position that would identify it as an FBA mentor position;
2. Identify current mentor positions in the FBA, including their classification and locations;
3. Request feedback on how the positions are utilized, impacts on the unit/department they support, aspects of the positions that may be improved, and what elements should be considered for implementation of mentor positions.

4. Create a report of its findings and recommendations for the structure of a pilot project to be shared with HEABC and FBA by December 1, 2026.

The recommendations for the structure of a pilot project may include:

- A. Targeted occupation(s) for mentorship;
- B. Whether mentorship is provided in-person and/or virtually;
- C. Whether the mentor provides mentorship to multiple shifts;
- D. Whether mentorship is continuous or intermittent;
- E. The number of mentors and locations within allocated funding;
- F. The number of worksites, location of workers and the number of members the mentor may support;
- G. How pilot sites may be identified;
- H. Implementation factors; and
- I. Evaluation criteria and how the pilot project will be evaluated.

The recommendations will form the basis of a joint pilot project to commence April 1, 2027.

The parties will meet quarterly over the duration of the pilot to share progress and information.

The parties will evaluate the pilot and create a report of its findings by December 1, 2028.

Up to \$50,000 of the allocated funds will be used for evaluation of the pilot project.

~~The parties recognize that mentorship, learning and skills development are vital to recruitment and retention and safe patient care. The parties therefore agree that the FBA Provincial Recruitment and Retention Working Group will jointly assess the feasibility of creating Trainer/Mentor positions to lead training and mentoring of new employees. The parties will meet within 120 days of ratification and conclude the work within twelve (12) months of commencement.~~

~~The primary functions of employees in dedicated training/mentoring positions may include:~~

- ~~• Orientating new employees to the workplace;~~
- ~~• Teaching new employee site specific approaches and processes;~~

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- ~~• Offering ongoing skills development; and~~
- ~~• Providing ongoing support and mentoring to staff.~~

~~These occupations facing the greatest challenges with recruitment and retention will be prioritized for this assessment.~~

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement, by changing the following Memorandum of Agreement:**

**Re: Occupational Health and Safety Advocate Pilot Project Prevention Stewards**

Within six (6) months of ratification, the Parties agree to establish a three (3) year pilot project to fund and create temporary full-time Prevention Stewards Occupational Health and Safety (OHS) Advocate positions (the “OHS Advocate Pilot Project”).

~~This project will be funded by reallocating a total of \$600,000 from the funds allocated between the regional representation and administration of the Enhanced Disability Management Program (the “EDMP”) as set out in the Memorandum of Agreement – Re: Enhanced Disability Management Program.~~

The FBA will be funded up to \$800,000 from the OHS Fund through the Memorandum of Agreement Re: Provincial Occupational Health and Safety to:

- Create two (2) temporary full-time OHS Advocate positions for a maximum of two (2) years and cover the cost of all wages, expenses, training and tools; and
- Cover the cost of additional training and tools as agreed to by the parties for selected FBA Joint Occupational Health and Safety Committee (JOHSC) members.

The Parties will allocate an additional \$50,000 from the OHS Fund for a third-party contractor to evaluate the OHS Advocates Pilot Project and other reasonable costs as determined by the Parties.

(1) The role of the OHS Advocates Prevention Stewards are intended to include:

- ~~• Work with the FBA members on Joint Occupational Health and Safety Committees (“JOHSC”) within a region to support FBA JOHSC members in the development of skills to carry out prevention activities;~~
- ~~• Act as a liaison between site-based JOHSC and the Regional OHS Committee;~~

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- ~~Act as FBA liaisons to employers in safety prevention strategy development and the evaluation of ongoing safety programs;~~
- ~~Support the accident investigation and workplace inspection process when the Joint Occupational Health & Safety Committee (“JOHSC”) members are not available;~~
- ~~Participate in the development of employer initiatives aimed at reducing hazards in the workplace;~~
- ~~Act as liaisons between the members at the worksite and the FBA on health and safety issues including hazard identification and prevention;~~
  - a) Support FBA JOHSC members from selected JOHSCs to:
    - develop their skills to perform their JOHSC duties and functions through advocacy and providing information; and
    - communicate health and safety concerns with the Employer;
  - b) Promote FBA member participation in JOHSC;
  - c) Support the FBA JOHSC union worker representative appointment process at the local level;
  - d) Advise FBA members how to communicate health and safety concerns with the Employer;
  - e) Provide information and increase awareness to FBA members about:
    - The duties and functions of JOHSC per the *Workers Compensation Act*, OHS Regulation and the Collective Agreement;
    - The importance and role of JOHSC and how to contact them;
    - Resources for resolving safety and health problems, such as the Workplace Health & Safety team, and JOHSC, the Employer, the Union and WorkSafeBC;
    - Their OHS rights under the *Workers Compensation Act* and Occupational Health & Safety OHS Regulations (the provincial law covering workplace safety) and the Collective Agreement; and union contract;
    - The importance of reporting hazards, near misses and all injuries and illnesses including early signs and symptoms.
    - ~~The importance of reporting early signs and symptoms of illnesses such as sore hands, wrists and shoulders.~~

- (2) Within three (3) months of ratification, the Parties with equal representation will meet to:
- Select the JOHSCs for the OHS Advocates to support within each of the below named health authorities;
  - Develop key deliverables, objectives, and reporting requirements to the Parties;
  - Determine the duties, responsibilities and expectations for the OHS Advocate;
  - Select an evaluation contractor; and
  - Establish evaluation criteria with the evaluation contractor, including but not limited to:
    - Reduction in FBA JOHSC member vacancies;
    - Increase in FBA member awareness and knowledge of JOHSC;
    - Increase in reporting of hazards, incidents and near misses; and
    - Increase in the confidence in ability of JOHSC participants at selected JOHSCs.
- (3) The FBA will select one (1) OHS Advocate from each of the following health authorities to support FBA members and identified JOHSCs within each respective health authority:
- Fraser Health Authority
  - Vancouver Island Health Authority
- (4) In addition to providing information and increasing awareness across the health authority, the OHS Advocates will provide dedicated support to selected JOHSCs. The Parties, in consultation with the participating health authorities, will select the JOHSCs for the OHS Advocates to support.
- (5) The FBA shall notify the Employer in writing of the OHS Advocate selected for each Health Authority and their start and end dates.
- (6) For the duration of the OHS Advocate positions the Parties will meet quarterly, or as mutually agreed, to review the OHS Advocates' reports and progress of the OHS Advocates Pilot Project.
- (7) The FBA shall provide HEABC with a written report annually containing a summary of the expenditures and balances of the OHS Advocates Pilot Project funds, and verify the funds were used to support the work as described in this Memorandum.

Any unused funds at the conclusion of the OHS Advocates Pilot Project and evaluation will be returned to the OHS Fund.

(8) Within three (3) months following completion of the OHS Advocates Pilot Project, the Parties will engage the evaluation contractor to produce a final report. Once the final report is provided to the Parties, the pilot project is complete.

(9) OHS Advocate Positions:

a) These positions are intended to operate on a regular schedule from Monday to Friday of thirty-seven and a half (37.5) hours of work per week, unless the Employer and the FBA mutually decide otherwise.

b) The OHS Advocates shall report to the Employer for administrative purposes but shall take direction from the Union on performance of work.

c) Employer policies and the Collective Agreement shall apply to OHS Advocates except as modified within this Memorandum. OHS Advocates shall follow all Employer procedures, including but not limited to staffing, scheduling, and timekeeping procedures.

d) The OHS Advocates shall not be relieved for any short-term leaves of absences. Long-term absences will be discussed on a case-by-case basis.

e) Employers shall pay OHS Advocates at the rate of pay in their current classification during the temporary position. OHS Advocates are entitled to negotiated wage increases during the temporary position.

f) The FBA shall reimburse the Employer for the OHS Advocates' wages and benefits in accordance with Article 34.04(e). The FBA shall also reimburse the Employer for premiums the employee would normally be entitled to under the Collective Agreement. The premiums paid will be based on an average of all hours paid that attracted the applicable premium within twelve (12) months immediately preceding the employee's commencement in the OHS Advocate position. In circumstances where the employee held their original position for less than twelve (12) months prior to commencement in the position, the average will be based on the shorter period. The average will be paid on a bi-weekly basis in accordance with the Employer's pay periods.

g) The FBA shall reimburse the Employer for agreed to training of participating FBA JOHSC members.

- h) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the FBA shall meet to discuss the appropriate means of addressing concerns.
- i) OHS Advocates shall revert to their previous status and job at the end of the temporary position without a loss of seniority and accruals.

### **MEMORANDUM OF AGREEMENT**

**Amend the collective agreement by deleting the Memorandum of Agreement Re: Establishment of a Porter Benchmark and adding the following Memorandum of Agreement:**

**Re: Porter Benchmark**

The Parties will finalize the benchmarks for the Patient Porter and Patient Porter Supervisor in accordance with Elaine Doyle's recommendations dated March 25, 2025.

Effective the first pay period after April 1, 2026, the Patient Porter benchmark grid match will be Grid 17 and the Patient Porter Supervisor benchmark grid match will be Grid 21.

Effective the first pay period after April 1, 2028, the Patient Porter benchmark grid match will be Grid 18.

### **MEMORANDUM OF AGREEMENT**

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Power Engineering Training Program**

Where the Employer intends to offer a Power Engineer training program to support individuals to become Power Engineers, the Employer and the union with support from the Union and HEABC will negotiate a local agreement to meet the circumstances of the Employer and any requirements of Power Engineer training.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Provincial Health Authority Mobility**

WHEREAS employees may be interested in accessing vacancies at other Health Authorities/PHC party to this Collective Agreement;

WHEREAS employees who work concurrently at multiple Health Authorities/PHC may seek to have their total accrued seniority recognized provincially to improve access to vacancies at Health Authorities/PHC province wide;

WHEREAS enhanced opportunity to post into positions at other Health Authorities/PHC may improve retention of employees in the health system;

WHEREAS Health Authorities/PHC are independent and separate entities, with separate certifications and operating systems, there are many logistical and operational considerations to determine whether increased provincial mobility is achievable;

THEREFORE, the Parties agree:

1. Within ninety (90) days of ratification they will establish a working group to discuss provincial mobility (the “Provincial Health Authority Mobility Working Group”). The Working Group will be comprised of four (4) representatives each from HEABC and the FBA. Each party will pay its own costs for participation in the Working Group.
2. The Working Group will:
  - A. Develop a Terms of Reference;
  - B. Identify any collective agreement barriers and the issues that provincial health authority mobility would try to address;
  - C. Discuss the key considerations for logistics and operational impacts and issues. This may include but is not limited to:
    - i. Impact to recruitment and retention;
    - ii. Impact to low and high seniority employees;
    - iii. System capacities and compatibilities;

- iv. Access to temporary and on-going vacancies;
  - v. Access to employee evaluations and personnel files;
  - vi. Employee selection priority;
  - vii. Employee identification and privacy;
  - viii. Employees with single or concurrent employment at more than one health authority/PHC;
  - ix. Portability;
  - x. Documentation requirements;
  - xi. Administrative capacity;
  - xii. Associated costs and efficiencies;
  - xiii. Impact on Collective Agreement processes; and
  - xiv. Other topics as determined by the Working Group.
- D. Investigate options for increased provincial health authority mobility and requirements for any options to be implemented.
- E. Submit a joint report to the Parties by December 1, 2026 with information and recommendations, including options and any funding considerations. For information purposes, the report will be provided to the Ministry of Health.
- F. The Working Group will attempt to reach consensus to develop the joint report. In the event the Parties are unable to reach consensus on any elements of the report, they may submit an individual report with information and recommendations to the Parties and the Ministry of Health.
3. The Parties will reasonably provide and review relevant information as necessary to facilitate discussion within the Working Group.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**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 FBA 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 requires 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
  - where the Employer has identified it is desirable to hire Indigenous peoples into leadership, ~~or~~ mentorship, and/or supervisory roles.
3. When selecting between 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, consideration 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 3. 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.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by deleting the Memorandum of Agreement Re: Working Group for Consideration of Regional Joint OHS, PHS, & Violence Prevention Committees, and by adding the following Memorandum of Agreement:**

**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 related 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;

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- 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 replace and assume the obligations of the regional VP sub-committee of the Memorandum of Agreement Re: Addressing Violence in the Health Workplace. 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 criteria. 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.

## **MEMORANDUM OF AGREEMENT**

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: Regularization Working Group**

HEABC and the FBA are committed to enhancing care outcomes for residents and patients, and to increasing the retention of health care employees. The Parties acknowledge the

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critical role that continuity of care plays in good care outcomes, and that regularizing positions helps facilitate this continuity.

The Parties therefore agree to form a Working Group on the Regularization of the FBA Workforce (the “Regularization Working Group”). The Working Group will be co-chaired by HEABC and the FBA and comprised of three (3) representatives appointed by HEABC and three (3) representatives appointed by the FBA.

The Working Group will:

1. Develop the terms of reference for approval by the Parties;
2. Identify areas and information to review, and develop a work plan;
3. Identify trends, patterns, concerns and issues that regularization would seek to address;
4. Discuss the key considerations for logistics and operational impacts and issues; and
5. Explore options to regularize more positions. The Working Group may make recommendations to the Parties for suggested changes to the next collective agreement.

The Parties will reallocate \$100,000 from existing funding to support this work. The Working Group may hire a researcher(s), contractor(s) and/or analyst(s) to support any aspect of this work, including but not limited to, data collection, analysis and modeling, literature reviews, facilitation of consultations and development of reports. Any unused funds from this allocation will be transferred to the FBA Education Fund.

By April 2028, the Working Group will make recommendations to the Parties and where a recommendation is mutually agreed, the Parties may further agree to make those recommendations to the Provincial Health Human Resources Coordination Centre (PHHRCC).

**MEMORANDUM OF AGREEMENT**  
**between**  
**HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)**  
**and**  
**FACILITIES BARGAINING ASSOCIATION (FBA)**

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Special Leave (Article 30) Working Group**

*For Information Purposes Only*

The parties agree to the following process with respect to Article 30:

WHEREAS Special Leave under Article 30.01 (3) continues to present labour relations disputes under the Collective Agreement;

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretation and application of Article 30.01 (3);

THEREFORE, the parties agree to the following:

1. The Facilities Bargaining Association and HEABC are committed to agreeing to a set of principles to guide the parties to interpret and apply Article 30.01 (3);
2. The Facilities Bargaining Association and HEABC will appoint three (3) representatives each to a working group on Article 30.01 (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 30.01 (3) based on a review of the decisions of arbitrators, expedited arbitrators and industry troubleshooter written recommendations, who have interpreted Article 30.01 (3) and other information the Working Group may deem relevant;
4. The Working Group will build on the work previously completed by the working committee of the 2006 – 2010 Facilities Subsector Collective Agreement Letter of Agreement Re: Article 30 – Special Leave;
5. If the Working Group is unable to reach agreement on the principles within twelve (12) months of convening, outstanding differences will be referred to Judi Korbin who will act as a mediator and issue a report with recommendations;

6. The Working Group will submit the agreed principles and any report with recommendations from Judi Korbin to the parties. If accepted by both parties, the principles will then be issued as a joint publication as soon as possible;
7. The parties will allocate \$100,000 to support the work of the Working Group. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.

The Working Group completed its work in June 2024 with the joint publication of the principles document. This Memorandum is included in the 2025-20XX Collective Agreement as a summary document and is included for information purposes only.

### MEMORANDUM OF AGREEMENT

**Amend the collective agreement by changing the following Memorandum of Agreement:**

**Re: Trades Apprenticeship Training in Healthcare**

The parties recognize that there is value in applying recognized Trades apprenticeship to health care.

The apprenticeship process within health care will be governed first by the provincial and national governing bodies responsible.

Where an Employer intends to engage Apprentices at a worksite a local committee will be struck to develop terms and conditions for the Trades Apprenticeship Training.

It is understood that the terms and conditions for apprenticeship training will include the following:

1. The utilization of Trades apprentices will not result in the lay-off of regular or casual employees.
2. The number and type of Trades apprentices sponsored shall be determined by the Employer following a discussion with the local Unions.
3. Trades apprentices shall be supernumerary to regular Trades positions.
4. Employees shall have the first opportunity over external applicants to apply for apprenticeship training through an internal recruitment notice/Expression of Interest. To be considered, applicants must possess the following qualifications:
  - a) Successful completion of pre-apprentice training program from a recognized educational institution where required by SkilledTradesBC, the ~~Industry Training Authority~~ for the applicable Trade;

- b) Successful completion of BCIT or other recognized educational institution (as approved by the Employer) trades testing and supplemental skills assessment; and
  - c) A signed indenture agreement between the apprentice, the Employer, and SkilledTradesBC, ~~the Industry Training Authority~~ within thirty (30) days of appointment by the Employer.
5. Apprentices are responsible for all costs of their education provided by the post-secondary institution.
  6. Apprentices shall be considered casual employees except that Sections 1, 2, 3, 4, 7, and 17 of the Addendum - Casual Employees shall not apply.
  7. Regular employees who access the apprenticeship training program will maintain their regular status for all purposes while employed in the program; however, the Employer may post the regular employee's position as a regular on-going vacancy under Article 16.01. The maintenance of regular status will be for no more than four (4) years (or five (5) years for certain Trades where this is a requirement) from the commencement of the apprenticeship training program for the employee. The duration of the maintenance of regular status may be extended by up to one additional year based on exceptional circumstances and mutual agreement.
  8. Seniority will be credited for hours worked under the apprenticeship training programs at all Employer worksites. Employees who are off-site as a result of the apprenticeship training program will be on an unpaid leave of absence consistent with Article 34 (Leave - Unpaid). As part of their training program, apprentices may be given the opportunity to train in various locations and in different areas of their trade.
  9. Notwithstanding the provisions of the Addendum - Maintenance Agreement and Classification Manual, Trades apprentices shall be compensated based on the following proportion of the applicable Trades start rate:
    - Level I: 60%
    - Level II: 70%
    - Level III: 80%
    - Level IV: 90%

Effective the first pay period after April 1, 2028, the proportion of the applicable Trades start rate will increase to:

- Level I: 80%
- Level II: 85%
- Level III: 90%
- Level IV: 95%

10. Upon successful completion of the apprenticeship training program, the Employer has the right to appoint an apprentice to an on-going regular full-time vacancy in Trades at any worksite of the Employer without having to post the vacancy under Article 16.01. A regular employee who accesses the apprenticeship training program and is offered a regular full-time vacancy upon the completion of the program within fifty (50) kilometres of their home worksite must accept the offer for a minimum of twelve (12) months or repay two full years of the Employer's costs of health and welfare benefit plan premiums as outlined in paragraph #7 above. An apprentice who is not offered a regular full-time vacancy in Trades at the conclusion of the apprenticeship training program will be considered a casual employee and entitled to access work assignments in accordance with the Addendum - Casual Employees. An employee who had regular status prior to the commencement of the apprenticeship training program and who is unable to complete the program will have first opportunity ahead of internal applicants to bid on any vacant position(s) for which they are qualified.

The parties agree that the specific terms of this Memorandum of Agreement can be altered through local agreements to meet the unique circumstances of various Health Authorities and the requirements of Trades apprenticeship training programs.

## MEMORANDUM OF AGREEMENT

**Amend the collective agreement by adding the following Memorandum of Agreement:**

**Re: WCB Leave (Article 31.04) Working Group**

The parties agree to the following process with respect to Article 31.04:

WHEREAS, in accordance with the Collective Agreement, an employee on an approved Worker's Compensation Board (WCB) leave is entitled to receive their net pay for the duration of the leave;

WHEREAS the Employer has an established and consistent wage calculation process to determine an employee's average net pay;

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WHEREAS WCB calculates an employee's average net pay and compensates the Employer an amount equal to 90% of that average net pay;

WHEREAS the Employer receives and administers WCB benefits to its employees; and

WHEREAS there may be instances where there is an explainable variance between the net pay paid to the employee by the Employer and the WCB compensation;

THEREFORE, the parties agree to the following:

1. The Facilities Bargaining Association and HEABC will establish a working group to be chaired by HEABC and comprised of four (4) members from the FBA and four (4) members from the Employer (the "WCB Leave Working Group").
2. The Working Group will meet within 120 days of ratification of the Collective Agreement to review the wage calculation process used by the Employer and WCB to determine an employee's wage-loss benefits when on a WCB leave and investigate any variance.
3. The Working Group will collect and assess the relevant data on the WCB wage calculation and payment process and discuss the findings within a further 120 days.
4. Should the Working Group identify a variance between the wage-loss benefits paid by WCB to the Employer, and the net pay paid by the Employer to injured employees, the Working Group will make recommendations regarding the variance.
5. The Working Group will submit a report of its findings and recommendations to the FBA and HEABC no later than December 31, 2027.

## **INFORMATION UPDATES**

**Amend the Collective Agreement by updating the following to reflect the current benefits provided by the Joint Facilities Benefit Trust (JFBT):**

- Appendix #1 – Information – Extended Health Care Plan
- Appendix #2 – Information – Dental Plan

## **MEMORANDA DELETIONS**

**Amend the Collective Agreement by deleting the following:**

- Memorandum of Agreement Re: Establishment of a Porter Benchmark
- Memorandum of Agreement Re: Facilities Subsector Wage Comparability Review
- Memorandum of Agreement Re: LTD Claimants – Benefits Premium

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- Memorandum of Agreement Re: Manual Lifting
- Memorandum of Agreement Re: Patient/Resident Handling Techniques
- Memorandum of Agreement Re: Public Sector Wage Increases
- Memorandum of Agreement Re: Working Group for Consideration of Regional Joint OHS, PHS & Violence Prevention Committees

## **WAGE SCHEDULES – GRIDS**

**Amend the collective agreement by adding the following Schedule**

### **General Wage Increases**

Wage rates for all employees covered by the Collective Agreement will increase effective 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