

2025 – 2029

**Health Science Professionals
Bargaining Association**

**SUMMARY OF
COLLECTIVE AGREEMENT CHANGES**

APRIL 2026

TABLE OF CONTENTS

ARTICLE 1 – DEFINITONS	8
ARTICLE 2 – PURPOSE OF AGREEMENT.....	9
ARTICLE 3 – DEFINITION OF EMPLOYEE STATUS & BENEFIT ENTITLEMENT	10
ARTICLE 5 – UNION RECOGNITION, RIGHTS AND SECURITY.....	10
5.05 DUES CHECK-OFF AND INITIATION FEE.....	10
5.09 UNION STEWARDS RECORDS.....	11
ARTICLE 6 – MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY.....	12
6.01 MEDICAL EXAMINATION AND IMMUNIZATION	12
ARTICLE 8 – ARBITRATION	12
8.02 FULL ARBITRATION PROCESS.....	12
8.03 EMPLOYEE DISMISSAL/SUSPENSION FAST-TRACK ARBITRATION PROCESS.....	13
8.04 EXPEDITED ARBITRATION PROCESS	14
ARTICLE 10 – PROMOTION, DEMOTION, TRANSFER OR LAY-OFF.....	16
10.01 APPLICATION OF SENIORITY	16
10.02 PROMOTIONAL INCREASE	17
10.04 DEMOTION	17
10.05 DISPLACEMENT AND BUMPING PROCESS	18
ARTICLE 11 – NEW AND RECLASSIFIED POSITIONS	20
ARTICLE 12 – RESIGNATION	21
12.01 RESIGNATION – REGULAR EMPLOYEES.....	21
ARTICLE 14 – JOB SECURITY AND TECHNOLOGICAL CHANGE	21
14.01 NOTICE.....	21
14.05 VOLUNTARY SOLUTIONS.....	21
ARTICLE 18 – MATERNITY PREGNANCY AND PARENTAL LEAVE	22
18.01 MATERNITY PREGNANCY LEAVE	22
18.02 PARENTAL LEAVE.....	23
ARTICLE 19 – LEAVE – SICK.....	23
19.03 QUALIFYING TIME	23
19.04 PROOF OF SICKNESS ILLNESS OR INJURY	23

ARTICLE 20 – LEAVE -SPECIAL	24
20.02 APPLICATION	24
ARTICLE 20D – ORGAN AND BONE MARROW DONATION LEAVE	24
ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS	25
21.01 STATUTORY HOLIDAY ENTITLEMENT.....	25
ARTICLE 24 – HOURS OF WORK.....	25
24.01	25
24.XXVOLUNTARY SHIFT EXCHANGE	27
24.XXSHIFT POSTING	28
24.XXSELF-SCHEDULING	29
ARTICLE 25 – OVERTIME	30
25.01 AUTHORIZED OVERTIME	30
ARTICLE 27 – SHIFT WORK	31
27.01 SHIFT PREMIUM.....	31
27.XXBUSINESS ALLOWANCE	32
ARTICLE 28 – ON-CALL AND CALL-BACK.....	32
28.07 PAGERS-ON CALL DEVICES	32
ARTICLE 29 – PORTABILITY OF BENEFITS.....	32
29.01 TRANSFERS	32
ARTICLE 31 – RELIEF	33
31.01 RELIEF.....	33
ARTICLE 33 – JOB DESCRIPTIONS.....	33
ARTICLE 37 – GENERAL PROVISIONS	34
37.02 ISOLATION ALLOWANCE	34
37.05 HEABC/HEALTH SCIENCE PROFESSIONALS BARGAINING ASSOCIATION PRINTING COSTS.....	35
ARTICLE 38 – SAFETY AND OCCUPATIONAL HEALTH.....	35
38.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE OR WORKER HEALTH AND SAFETY REPRESENTATIVE	35
38.03 EMPLOYEE SAFETY.....	37
38.05 WORKLOAD DIALOGUE	38
38.10 PSYCHOLOGICAL HEALTH AND SAFETY	38

ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS.....	40
40.04	40
ARTICLE 41 – EFFECTIVE AND TERMINATION DATES	40
41.01	40
41.04	40
ARTICLE XX – (I.E., PARENTAL LEAVE).....	41
XX.X LEAVE FOR CHILD CARE.....	41
THE WAGE SCHEDULES OF THE COLLECTIVE AGREEMENT.....	42
WAGE SCHEDULE.....	44
APPENDIX 8 – MEMORANDUM OF UNDERSTANDING.....	45
RE: JOB SHARING	45
APPENDIX 16.1 – MEMORANDUM OF AGREEMENT	49
RE: PROVINCIAL RECRUITMENT AND RETENTION	49
APPENDIX 18 – MEMORANDUM OF UNDERSTANDING.....	50
RE: DISPUTE AND ARBITRATION REDESIGN COMMITTEE HEALTH SCIENCE PROFESSIONAL OFFICE OF ARBITRATION	50
APPENDIX 18.1 – MEMORANDUM OF AGREEMENT	56
RE: EXPEDITED DISPUTE RESOLUTION PROCESS FOR SHORT TERM UNION LEAVE	56
APPENDIX 21.3(A) – MEMORANDUM OF UNDERSTANDING	57
RE: P2A SALARY STRUCTURE	57
APPENDIX 21.3(B) -MEMORANDUM OF UNDERSTANDING.....	57
RE: P2B PROFILE.....	57
APPENDIX 21.3(C) – MEMORANDUM OF UNDERSTANDING	58
RE: P2B SALARY STRUCTURES	58
APPENDIX 21.3(D) – MEMORANDUM OF UNDERSTANDING	58
RE: SUPERVISORY SALARY STRUCTURES	58
APPENDIX 21.4 – MEMORANDUM OF UNDERSTANDING	59
RE: CLASSIFICATIONS PROVISIONS OF THE COLLECTIVE AGREEMENT	59
APPENDIX 28.1 – MEMORANDUM OF UNDERSTANDING	61
RE: PROFESSIONAL BODIES FEE FUND LICENSING FEES	61

APPENDIX 30 – MEMORANDUM OF UNDERSTANDING	63
RE: EDMP REPRESENTATIVES	63
APPENDIX 34 – LETTER OF AGREEMENT	64
RE: PROFESSIONAL DEVELOPMENT FUND	64
APPENDIX 34.1	65
ONE TIME ALLOCATION: PROFESSIONAL DEVELOPMENT	65
APPENDIX 35.1 – MEMORANDUM OF AGREEMENT	66
RE: HEALTH SCIENCES STRATEGIC RELATIONS COMMITTEES (THE “COMMITTEES”)	66
APPENDIX 35.2 – MEMORANDUM OF AGREEMENT	68
RE: LABOUR MANAGEMENT COMMITTEES	68
APPENDIX 36.3 – LETTER OF AGREEMENT	68
RE: HSPBA NET COMPENSATION INCREASES	68
APPENDIX 41 – MEMORANDUM OF AGREEMENT	71
RE: DAYS OF CULTURAL OR RELIGIOUS SIGNIFICANCE PILOT PROJECT WORKING GROUP	71
APPENDIX 42 – MEMORANDUM OF AGREEMENT	74
ARTICLE 20C . CEREMONIAL, CULTURAL, SPIRITUAL, AND BEREAVEMENT, AND SPECIAL LEAVE FOR INDIGENOUS EMPLOYEES	74
APPENDIX 43 – MEMORANDUM OF AGREEMENT	75
RE: RECRUITMENT AND RETENTION OF INDIGENOUS WORKERS	75
APPENDIX 44 – MEMORANDUM OF AGREEMENT	77
RE: PROVINCIAL INDIGENOUS SPECIFIC ANTI-RACISM “ISAR” COMMITTEE	77
APPENDIX XX – MEMORANDUM OF AGREEMENT	79
RE: INDIGENOUS-SPECIFIC MENTAL HEALTH AND SUBSTANCE USE SUPPORT AND RESOURCES	79
APPENDIX XX – MEOMRANDUM OF AGREEMENT	80
RE: INDIGENOUS GRIEVANCE AND ARBITRATION WORKING GROUP	80
APPENDIX XX - MEMORANDUM OF AGREEMENT	82
RE: INDIGENOUS WORKFORCE COMMITTEE	82
APPENDIX XX – MEMORNADUM OF AGREEMENT	83
RE: CULTURAL REVITALIZATION FOR INDIGENOUS WORKERS	83

APPENDIX 46 -MEMORANDUM OF AGREEMENT	84
RE: DIVERSITY, EQUITY AND INCLUSION WORKING GROUP	84
APPENDIX 48 – MEMORANDUM OF AGREEMENT	86
RE: FORENSIC PSYCHIATRIC HOSPITAL PREMIUM	86
ATTACHMENT A.....	88
WORKSITES	88
APPENDIX XX – MEMORANDUM OF AGREEMENT	106
RE: METHODOLOGY FOR OVERTIME CALCULATION	106
APPENDIX XX – MEMORANDUM OF AGREEMENT	108
RE: JOINT REVIEW OF CONTRACTING IN/OUT OF HEALTH SCIENCE PROFESSIONALS	108
APPENDIX XX – MEMORANDUM OF UNDERSTANDING	111
RE: HEABC MEMBERSHIP FOR UNIONIZED LONG-TERM CARE AND ASSISTED LIVING (LTC/AL) OPERATORS.....	111
APPENDIX XX – MEMORANDUM OF AGREEMENT	113
RE: REGIONAL JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES PILOT.....	113
APPENDIX XX – LETTER OF INTERPRETATION	114
RE: REGIONAL JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES PILOT.....	114
APPENDIX XX – APPENDIX DELETIONS AND RENUMBERING	115
APPENDIX XX – HOUSEKEEPING	115
CLASSIFICATION MANUAL	116
8. SUPERVISORY/LEADERSHIP COMPENSATION	116
10. QUALIFICATION DIFFERENTIAL.....	117
11. EMPLOYEES Q.N.R.	118
11.12. TRAINEE AND INTERN POSITIONS TRAINING JOBS	119
A- 12. DEFINITIONS.....	120
MAINTENANCE AGREEMENT	120
6. JOB DESCRIPTIONS.....	120
7. CLASSIFICATION OF NEW JOBS	121
8. CHANGES TO EXISTING JOBS.....	121

PREAMBLE

The following sets out the elements of the tentative agreement reached between HEABC and the Health Sciences Professionals Bargaining Association on February 20, 2026. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Amend the collective agreement by changing the following:

ARTICLE 1 – DEFINITONS

The Association – means The Health Science Professionals Bargaining Association, 180 East Columbia Street, New Westminster, British Columbia, V3L 0G7.

Calendar Statutory Holiday – means the actual named day, e.g., Christmas Day, December 25.

Certification – means the Certification awarded by the Labour Relations Board of British Columbia to any of the unions comprising the Health Science Professionals Bargaining Association.

Classification – means one of the ~~grades~~ Profiles within a health science professional group listed in the ~~Wage Schedules~~ of this Agreement. For example, P2BE Physiotherapist or S2 Disciplines Allied to Social Work.

Comparable – means that the regularly scheduled hours of work differ by no more than 0.2 full time equivalent (FTE) from the regularly scheduled hours of an employee's current position.

Day Shift – means a shift in which the major portion occurs between 0800 hours and 1600 hours.

Demotion – means a change from an employee's position to one with a lower Salary Structure.

Employee – means an employee covered by the Certification.

Employer – means the HEABC Member Hospital or Health Organization named in the Certification.

Evening Shift – means a shift in which the major portion occurs between 1600 hours and 2400 hours.

HEABC – means the Health Employers Association of British Columbia.

Hourly Rate – means an employees' monthly salary multiplied by 12 and divided by 1957.5 (261 work days X 7.5).

Increment Step – means the ~~annual gradation of monthly salaries~~ defined year on the progression of pay rates within a Salary Structure classification, as set out in the Wage Schedules of this Agreement. For example, such as "1st Year" or "2nd Year" or "3rd Year".

Night Shift – means a shift in which the major portion occurs between 2400 hours and 0800 hours.

Overtime – means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 24.01.

Promotion – means a change from an employee’s position to one with a higher Salary Structure.

Salary Structure – means the set of Increment Step pay rates of a Wage Schedule assigned to a Classification (and the range of FTE supervised in the case of a Supervisory/Leadership Profile), as set out in the Wage Schedules of this Agreement.

Scheduled Statutory Holiday – means the day scheduled by the Employer as the paid day off to be taken on or in lieu of a calendar statutory holiday.

Seniority – is as defined in Article 6.04.

Steward – means an employee of the Employer designated by the Union to act as local representative.

Union – means the constituent unions in the Health Science Professionals Bargaining Association.

Weekend – means the period between 2400 hours Friday and 2400 hours Sunday for the purposes of Article 24.08.

Amend the collective agreement by changing the following:

ARTICLE 2 – PURPOSE OF AGREEMENT

2.03 The parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded ~~territory~~ territories 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 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.

Amend the collective agreement by changing the following:

ARTICLE 3 – DEFINITION OF EMPLOYEE STATUS & BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer (Reference: Article 27.02: Shift Posting).

Employees at the commencement of their employment and at all times will be kept advised by the Employer into which of the following categories they are assigned.

Each employee shall be restricted to one status: regular full-time, regular part-time or casual. All regular and casual employees may register to work in more than one site as per the Collective Agreement. Regular employees may hold multiple positions provided the employees' multiple positions do not exceed a total of 1.0 FTE.

Amend the collective agreement by changing the following:

ARTICLE 5 – UNION RECOGNITION, RIGHTS AND SECURITY

5.05 Dues Check-off and Initiation Fee

The Employer agrees to the check-off of Union monthly dues and initiation fees and shall remit such dues and fees to the Union within twenty-eight (28) calendar days from the date of deduction. Dues shall be effective from the first day of employment. Monies owing to the Union for dues shall be remitted, where the Employer has the systems support, and where there is no additional cost to the Employer, through electronic transfer. The following information will be provided for each dues remittance:

- (a) Dates for which dues are collected
- (b) Name of employee
- (c) Name of facility or collective agreement Employer
- (d) Unique employee identifier
- (e) Employee address
- (f) Employee phone number

All dues and fees, with the exception of the initiation fee, shall be expressed and calculated as a percentage of earnings as defined by the Union. The Union shall inform the Employer in writing sixty (60) days in advance of any change in the percentage to be applied against earnings for dues and fees. The effective date of such a change will be the first pay period following the sixty (60) days notice.

The definition of total earnings as defined by the Union may only change once per Collective Agreement year.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous tax year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Amend the collective agreement by changing the following:

5.09 Union Stewards and Records

(d) In the interest of developing quality labour-management relationships, the parties have agreed to the creation of designated paid Union Steward positions at the following locations:

Vancouver General Hospital	1.0 FTE
Surrey Memorial Hospital	1.0 FTE
St. Paul's Hospital	1.0 FTE
BC Children's and Women's Hospital	1.0 FTE
Royal Columbian Hospital	0.26 FTE
BCCA – Vancouver Cancer Centre	
<u>BC Cancer – Vancouver</u>	0.26 FTE
Royal Jubilee Hospital	0.26 FTE
Kelowna General Hospital	0.26 FTE
Abbotsford Regional Hospital	0.26 FTE

~~For the term of this Agreement, t~~The parties agree that an additional ~~6.2~~ 10.1 FTE of Employer paid steward time will be created with the allocation to be 7.0 FTE for HSA, 2.2 FTE for BCGEU and .9 FTE for CUPE determined by the HSPBA. Within 30 days of ratification, the HSPBA will notify the Employers of the allocation by worksite of the additional FTE.

In sites not listed above current provisions in relation to paid steward time will continue. The Employer and the Union in each work location may meet to discuss local needs in relation to paid steward time.

The Union shall advise the Employer in writing of the names of the paid union stewards. Paid union stewards will continue to be covered by all provisions of the collective

agreement and shall continue to be eligible for additional shifts on the same basis as if they were working in their regular position.

The positions are intended to foster understanding and communication between the parties, reduce workplace differences short of arbitration, and be available when needed to assist on workplace issues.

In the event that either the Employer or the Union have concerns regarding the effectiveness of the working relationship in a particular setting, the parties will meet to discuss the most appropriate means of addressing the issues.

Amend the collective agreement by changing the following:

ARTICLE 6 – MEDICAL EXAMINATION, PROBATION, ANNIVERSARY DATE AND SENIORITY

6.01 Medical Examination and Immunization

(a) An employee may be required by the Employer, at the request of and at the expense of the Employer:

- (i) To take a medical examination by a physician of the employee's choice.
- (ii) To take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

Expenses for medical examinations will not be borne by the Employer when required in the following situations:

- (i) For proof of illness under Article 19.04.
- (ii) For ~~maternity~~ pregnancy leave purposes under Article 18.01.

Amend the collective agreement by changing the following:

ARTICLE 8 – ARBITRATION

8.02 Full Arbitration Process

(a) Either party may refer a matter to arbitration under the full arbitration process by notifying the other party of its intent to arbitrate and the arbitrator(s) it proposes from the following list of approved full arbitration process arbitrators:

1. ~~David McPhillips~~ Jacquie de Aguayo

- ~~2. Mark Brown~~
 - ~~3. Joan Gordon Corinn Bell~~
 4. John Hall
 - ~~5. Judi Korbin Koml Kandola~~
 - ~~6. Vince Ready Stephen Kelleher~~
 - ~~7. Wayne Moore Allison Matacheskie~~
 - ~~8. Colin Taylor Julie Nichols~~
 - ~~9. John Kinzie Robert Pেকেles~~
 - ~~10. Stanley Lanyon Arne Peltz~~
- Vince Ready
- Ken Saunders
- Lisa Southern

- (b) The recipient of the referral and the notice to arbitrate shall respond within fourteen (14) calendar days regarding the proposed arbitrator(s). If the parties do not reach agreement on an arbitrator within a further thirty (30) calendar days, either party may request the appointment of an arbitrator pursuant to Section 86 of the *Labour Relations Code*.
- (c) The parties recognize the importance of the timely resolution of matters referred to full arbitration and accordingly agree to strictly adhere to the timelines set out in Article 8.02(b).

8.03 Employee Dismissal/Suspension Fast-Track Arbitration Process

- (a) The parties recognize the need for timely and efficient resolution to disputes arising from employee dismissals or suspensions for five (5) days or longer, and to utilize arbitrators who are approved by the parties to resolve and adjudicate such disputes. Grievances pertaining to such disputes that remain unresolved following the Stage 3 grievance meeting may be referred to fast-track arbitration process. Upon receipt of either party's notification of such a referral, HEABC and the Union shall select an arbitrator ~~on a rotational basis~~ from the following list of approved fast-track arbitrators:

- ~~1. Judi Korbin Megan Ashbury~~
- ~~2. Mark Brown Najeeb Hassan~~
- ~~3. David McPhillips Koml Kandola~~

4. ~~Joan McEwen~~ Allison Matacheskie

5. ~~Wayne Moore~~ Brett Matthews

Robert Pekeles

Arne Peltz

Vince Ready

Ken Saunders

Lisa Southern

(b) Unless the parties agree otherwise, the fast-track arbitration process shall consist of two stages:

1. a mediation and case management session conducted by the fast-track arbitrator; and
2. where required, a hearing of the merits conducted by the fast-track arbitrator.

(c) The fast-track arbitrator shall commence a mediation and case management session within thirty (30) days of notification of their appointment. If an arbitrator who would otherwise be appointed ~~on a rotational basis~~ is not available to commence the mediation and case management session within thirty (30) days, the parties shall select ~~the next~~ another fast-track arbitrator from the list who is available to do so.

(d) If the parties are unable to resolve the dispute during the mediation and case management session:

1. a hearing of the merits shall commence within thirty (30) days of the completion of the mediation and case management session; and
2. the fast-track arbitrator may direct the parties to take reasonable steps as specified by the arbitrator to expedite the hearing of the merits.

(e) It is understood that it is not the intention of HEABC and the Association to refer disputes arising from employee dismissals or suspensions for five (5) days or longer to expedited arbitration under Section 104 of the *Labour Relations Code*.

8.04 Expedited Arbitration Process

(a) Any grievance is eligible to be referred by a Union or an Employer to the expedited arbitration process described below unless the grievance:

1. concerns a dismissal;
2. concerns a rejection on probation;

3. is a policy grievance;
 4. requires interpretation of the collective agreement;
 5. requires presentation of extrinsic evidence;
 6. is expected to produce a preliminary objection unrelated to the eligibility or suitability for expedited arbitration;
 7. concerns classification matters; or
 8. is determined to be otherwise unsuitable for expedited arbitration.
- (b) Any objection to a grievance’s eligibility for expedited arbitration will be decided by the expedited arbitrator selected to hear the grievance. If they determine that the grievance is not eligible for expedited arbitration it may be heard by another arbitrator under the full arbitration process set out in Article 8.02.
- (c) The expedited arbitrators shall be selected ~~on a rotational basis~~ from the following list:
1. ~~Judi Korbin~~ Megan Ashbury
 2. ~~Mark Brown~~ Tonie Beharrell
 3. ~~Stanley Lanyon~~ Jessica Bowering
 4. ~~Corinn Bell~~ Nicole Byres
 5. ~~Julie Nichols~~ Jessica Gregory
- Najeeb Hassan
- Koml Kandola
- Allison Matacheskie
- Brett Matthews
- Shona Moore
- Wayne Moore
- Robert Pekeles
- Arne Peltz
- Vince Ready
- Lisa Southern
- (d) The expedited arbitrator shall commence the hearing within thirty (30) days of notification of their appointment. If an expedited arbitrator who would otherwise be

appointed ~~on a rotating basis~~ is not available to commence an expedited arbitration within the thirty (30) days, the parties shall select ~~the next~~ another arbitrator from the list who is available to commence an expedited arbitration within thirty (30) days.

- (e) The above named expedited arbitrators shall be used ~~on a rotational basis~~ at each Health Authority/Health Organization.
- (f) As the expedited arbitration process is intended to be informal, outside legal counsel will not be used to represent either party. Employers may use HEABC staff to represent them.
- (g) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (h) Prior to rendering a decision, the expedited arbitrator may assist the parties in mediating a resolution to the grievance.

If mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (i) The decision of the expedited arbitrator is to be completed on the agreed to form and mailed to the parties within seven (7) days of the hearing.
- (j) All decisions of the expedited arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (k) All settlements of matters referred to expedited arbitration shall be without prejudice.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

Amend the collective agreement by changing the following:

ARTICLE 10 – PROMOTION, DEMOTION, TRANSFER OR LAY-OFF

10.01 Application of Seniority

- (a) In the Promotion, Demotion, transfer or lay-off of employees, ~~in~~ with respect ~~of~~ to ~~Grade 4~~ P1 Working Professional positions, capability, performance, qualifications, and seniority shall be the determining factors.

In the Promotion, Demotion, transfer or lay-off of employees, ~~in~~ with respect to positions other than ~~Grade 1 P1 Working Professional~~, capability, performance and qualifications shall be the primary consideration. When such factors are equal

Amend the collective by changing the following:

10.02 Promotional Increase

~~An employee who receives a Promotion~~ A promoted employee will receive the lowest step in the ~~new increment structure~~ higher Salary Structure which results in a minimum monthly increase of three (3%) percent.: ~~\$82 if the position is one grade higher; \$104 if the position is two grades higher; and so on (increasing by \$22 for each grade).~~ The maximum rate of the new increment structure will not be exceeded because of the application of this provision.

The maximum rate Increment Step of the ~~new increment structure~~ higher Salary Structure will not be exceeded because of the application of this provision.

A promotion does not change an employee's increment anniversary date.

~~Notwithstanding the above, if an employee is promoted and placement in the new increment structure would result in a rate of pay less than that which would have been received had the promotion been to an intervening grade (e.g.: If an employee at Grade I is promoted to Grade III the intervening Grade would be Grade II) then the employee will be moved to the next higher increment in the new increment structure and the employee's increment anniversary date will become the date of promotion.~~

Amend the collective agreement by changing the following:

10.04 Demotion

(a) Voluntary Demotion

An employee requesting a voluntary ~~d~~Demotion from a ~~higher rated position~~ and who is subsequently demoted to the ~~lower rated position~~, shall be paid on the ~~i~~Increment sStep of the ~~lower rated position~~ Ssalary Sstructure equivalent to the Increment sStep the employee would have attained had the ~~p~~Promotion not occurred. A voluntary ~~d~~Demotion will not change an employee's increment anniversary date.

(b) Involuntary Demotion

An employee ~~assigned to a lower rated position~~ who undergoes an involuntary Demotion shall continue to be paid at the employee's current rate of pay until the rate of pay in the new position equals or exceeds it.

Amend the collective agreement by changing the following:

10.05 Displacement and Bumping Process

For the purposes of this article:

Comparable is defined as same status (i.e. Full-time to Full-time or Part-time to Part-time). For part-time positions it means within 0.2 FTE (plus or minus) of the regularly scheduled hours for their former position.

(a) Layoff in Reverse Order of Seniority

In the event of a reduction in the workforce, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the Employer's requirements for the work of the laid off employees.

(b) Displacement and Bumping

In instances where a job is eliminated, the displaced employee(s) shall have the right to fill a vacancy or bump into a job in line with seniority in the manner prescribed below, provided the employee currently possesses the capability and qualifications to perform the duties of the new job.

A meeting will be arranged between the displaced employee and the Employer representative to review the displaced employee's options. The employee will be made aware of their right to have a steward present. Steward availability will not result in a delay of the displacement meeting.

Employees may not bump into a position which has a higher Salary Structure ~~results in a promotion~~ except in the following circumstances:

- the ~~Promotion~~promoted position sought is one previously held by the employee; or
- the result of the ~~Promotion~~ is that the new one grade difference higher Salary Structure is no more than 8% higher; or
- the ~~Promotion~~promoted position sought is supervisory and is equivalent to the employee's eliminated supervisory position.

Article 10.01(b) is applied to bumps into promoted positions.

(1) The Employer will provide the employee access to a list of vacancies and positions in the Health Authority/Health Organization. The list of vacancies and positions shall include the following information:

- job title,

- worksite,
- seniority date for regular employees,
- FTE, and
- Grade/Grid Level Classification, and
- Salary Structure.

(2) An employee exercising a right to bump another employee or to fill a vacancy must advise the Employer of the position or vacancy they have elected to fill or bump within seven (7) calendar days after receiving the list of vacancies and positions referred to in subsection (1).

(3) Displaced employees have priority access to all vacancies in the Health Authority/Health Organization. Article 10.01 applies as between displaced employees.

First Level Obligations – Worksite

(4) A displaced employee exercising seniority under subsection (2) must fill a comparable vacancy or bump a junior employee in a comparable position at their work site and at the same ~~Grid Level/Grade~~ Classification as the position from which the employee was displaced.

Second Level Options – Health Authority/Health Organization

(5) A displaced employee who does not have an option under subsection (4) above may fill any vacancy or bump any junior employee in the Health Authority/Health Organization.

(6) A displaced employee from an affiliate Employer who does not have an option under subsection (4) will be given first consideration on any external vacancies at another Health Authority/Health Organization.

(7) A displaced employee who fails to exercise their obligation or right to fill a vacancy or bump an employee under subsection (4), (5), or (6) will be laid off.

Wage Protection

(8) Employees who choose to fill a comparable vacancy or bump a junior employee in a comparable position in the Health Authority/Health Organization that is at a lower ~~Grid Level/Grade~~ Salary Structure than that which is available to them will not receive wage protection, (e.g., if an employee in a Grade VI Respiratory Therapist (Grid Level 14) S3B position could bump a S3B Grade V (Grid Level 13) position or fill a S3C Grade V (Grid Level 13) vacancy anywhere within the Health Authority/Health

Organization but elects to fill a S3A Grade III (Grid Level 9) vacancy or bump a S3A or an S2A Grade III (Grid Level 9) position would be paid at the applicable S3A or S2A Salary Structure Grade III (Grid Level 9).

- (9) Employees who choose to fill a vacancy or bump into a position that is not comparable, when work is available in a comparable position or a vacancy shall not be entitled to wage protection.
- (10) Notwithstanding subsection (8) and (9), an employee is not required to fill a vacancy or bump into a position that is located outside of their geographic area as set out in Appendix 20 – Memorandum of Understanding re Geographic Areas or fill a vacancy or bump into a position that is not comparable, to maintain wage protection.
- (11) An employee may opt, within their notice period, to be placed on recall and register on a casual list(s) at work locations within the Health Authority/Health Organization.

Amend the collective agreement by deleting the following:

ARTICLE 11 – NEW AND RECLASSIFIED POSITIONS

See Maintenance Agreement and Classification Manual

~~11.01 If the Employer creates a new position, HEABC shall establish the salary structure and then give written notice to the Union.~~

~~If the Employer reclassifies a position as a result of a change in job content, HEABC shall establish the salary structure and then give written notice to the Union.~~

~~When an employee alleges that their present job does not properly reflect either the classification, grade, or the salary established by Memorandum of Agreement with the Union and HEABC, the employee may process a grievance through Article 7 at Stage 2 of that Article. Stage 2 shall commence with the filing of a written grievance, as herein provided.~~

~~11.02 If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from HEABC, the salary structure shall be considered as established.~~

~~11.03 If the Union objects to the salary structure established by HEABC, or by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the employee's date of employment in the new position.~~

~~11.04 Failing resolution of these matters by negotiation, within a further twenty-eight (28) calendar days of receipt of notice from HEABC, it may be referred to arbitration in accordance with Article 8. The Arbitrator shall have full power to establish the salary structure.~~

Amend the collective agreement by changing the following:

ARTICLE 12 – RESIGNATION

12.01 Resignation – Regular Employees

Employees will make every possible effort to give twenty-eight (28) calendar days' notice when resigning from the health organization. ~~Except where it would not reasonably be possible, to give such notice any employees leaving with less than twenty-eight (28) calendar days' notice will be paid earned vacation entitlement less two percent (2%). For example, an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid eight percent (8%); etc.~~ The period of notice must be for time to be worked and must not include vacation time.

ARTICLE 14 – JOB SECURITY AND TECHNOLOGICAL CHANGE

Amend the collective agreement by changing the following:

14.01 Notice

The Employer will provide notice and relevant information to the Union, as early as possible in advance of an anticipated technological change or change in procedure or type of service offered that will result in the change of the employment status of an employee. The introduction of a substantial technological change that significantly affects an employee's required job duties, including Artificial Intelligence, will include reasonable time dedicated to training and familiarization.

Amend the collective agreement by changing the following:

14.05 Voluntary Solutions

The parties agree that voluntary solutions to problems and adjustments which arise from regionalization and restructuring are the best ones and will make every effort to achieve them.

Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the terms of the collective agreement.

~~(Articles 14.01 – 14.05 are impacted by the *Health and Social Services Delivery Improvement Act*.)~~

Amend the collective agreement by changing the following:

ARTICLE 18 – MATERNITY PREGNANCY AND PARENTAL LEAVE

18.01 Maternity Pregnancy Leave

(a) A regular employee shall be granted seventeen (17) consecutive weeks ~~maternity pregnancy~~ leave of absence without pay. Such leave may commence no earlier than thirteen (13) weeks prior to the week of predicted delivery or any time thereafter at the request of the employee but no later than the actual birth date. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of their pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(b) Sick Leave Provisions

Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits provided the employee is not in receipt of maternity benefits under the *Employment Insurance Act* related to their pregnancy or any wage loss replacement plan.

(c) Doctor's Certificate

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the predicted delivery date.

(d) Incapable of Performing Duties

If an employee is incapable of performing their duties prior to the commencement of their ~~maternity pregnancy~~ leave, they may be required by the Employer to take an unpaid leave of absence.

Where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

The Employer shall not terminate an employee or change a condition of their employment because of the employee's pregnancy or their absence for ~~maternity~~ reasons related to their pregnancy.

Amend the collective agreement by changing the following:

18.02 Parental Leave

- (a) Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01).
- ~~(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty two (62) weeks (or sixty one (61) consecutive weeks in the case of an employee who takes leave pursuant to Article 18.01) parental leave between them.~~
- (b) In the case of an employee who takes leave pursuant to Article 18.01, parental leave will commence immediately following maternity pregnancy leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

ARTICLE 19 – LEAVE – SICK

Amend the collective agreement by changing the following:

19.03 Qualifying Time

If an employee does not complete ~~six (6) months~~ ninety (90) days service with the Employer, any sick leave with pay used during the first ~~six (6) months~~ ninety (90) days will be returnable to the Employer. Previous service of an employee who has changed employment under the portability provisions of ~~the~~ Collective Agreement will count towards this ~~six (6) months~~ ninety (90) day period. In effect the employee only has to work a total of ~~six (6) months~~ ninety (90) days qualifying time. (Reference: Article 29 – Portability of Benefits).

Amend the collective agreement by changing the following:

19.04 Proof of ~~Sickness~~ Illness or Injury

Sick leave with pay is only payable because of ~~sickness~~ illness or injury. Where the Employer requires an employee to provide a medical note as proof of ~~sickness~~ illness or injury, the Employer will reimburse fifty percent (50%) of the cost of the note. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

ARTICLE 20 – LEAVE -SPECIAL

Amend the collective agreement by changing the following:

20.02 Application

Special leave shall be granted as follows:

- (a) marriage leave – thirty-seven point five (37.5) hours;
- (b) to attend child birth or adoption-related child placement, for employees who are eligible for leave under Article 18.02(Aa) – fifteen (15) hours

effective April 1, 2027 thirty-seven point five (37.5) hours;

- (c) to provide care to an immediate family member who has a serious illness – up to fifteen (15) hours at one time;

effective April 1, 2027, thirty-seven point five (37.5) hours;

- (d) leave of seven point five (7.5) hours may be added at one time to 22.5 hours bereavement leave

effective April 1, 2026 fifteen (15) hours;

- (e) leave of 7.5 hours may be taken for travel associated with bereavement leave;
- (f) leave of twenty-two point five 22.5 hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence

effective April 1, 2026 thirty-seven point five (37.5) hours;

- (g) serious household or domestic emergency leave – seven point five (7.5) hours at any one time to be used for one of the following situations:

- (iv) the employee is faced with a sudden, unexpected and unforeseen critical situation that demands the employee's immediate action;
- (v) there's risk or threat of damage to the employee's residence and/or risk or danger to the physical safety of their immediate family.

Amend the collective agreement by adding the following:

ARTICLE 20D – ORGAN AND BONE BARROW DONATION LEAVE

Effective April 1, 2026, regular employee will be granted up to twelve (12) weeks of paid leave, taken in one(1) or more blocks of time, for the purposes of donating an organ, or bone barrow.

Casual employees shall not be required to be available for shifts for twelve (12) weeks following donation of an organ, or bone marrow. The Employer shall not terminate casual employment for the duration of this period as a result of this article.

An employee shall make every effort to give at least four (4) weeks' notice prior to the commencement of leave pursuant to this Article, and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave.

An employee's entitlement to leave in this section is in addition to any entitlement to leave under other articles of the collective agreement.

ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS

21.01 Statutory Holiday Entitlement

Each employee shall receive 7.5 paid hours off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

New Years' Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	<u>National Day for Truth and Reconciliation Day</u>	Boxing Day
Victoria Day		

Regular part-time employees will receive statutory holiday pay based on the following formula:

hours paid (*) per anniversary year

(excluding overtime) x 97.5 hours x regular pay

1957.5 hours

*Includes leave without pay up to one hundred and fifty (150) work hours. (Reference: Article 22.02).

ARTICLE 24 – HOURS OF WORK

Amend the collective agreement by changing the following:

24.01

There shall be an average of thirty-seven and one-half (37.5) work hours per week, exclusive of meal periods. The normal daily full shift hours shall be seven point five (7.5)

hours, or a mutually agreed equivalent. (Reference Memorandum of Agreement Re: Extended Work Day or Extended Work Week).

The base day for benefit calculation purposes is seven point five (7.5) hours.

Shift schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees.

Unless mutually agreed otherwise, the process for achieving mutual agreement is as follows:

- (1) The Employer must give the affected employees a clear and detailed outline of its operational requirements along with the Employer's proposed rotation.
- (2) The Employer must invite a proposal from the affected employees, the employees will have no more than twenty-eight (28) days to provide a single proposed rotation to the Employer on behalf of affected employees.
- (3) The proposed rotation must satisfy operational requirements and be compliant with the Collective Agreement.
- (4) The Employer shall review the proposals to determine if they meet operational requirements and are compliant with the Collective Agreement.
- (5) The Union shall assist the Employer in conducting a vote amongst affected employees between the Employer's proposed rotation and the employees' proposed rotation. The results of the vote shall be provided to the affected employees within fourteen (14) days. The results of the vote shall determine the rotation implemented.
- (6) In the event that there is no proposed alternate rotation, or the proposed alternative rotation does not meet operational requirements or is not compliant with the Collective Agreement, the Employer's proposed rotation shall be implemented.

This process applies to new work schedules and to significant changes to existing work schedules, including permanent changes to hours. It does not apply to intermittent or temporary changes to an employee's start or stop times or changes to days of work.

Amend the collective agreement by deleting the following Article and adding the following:

~~27.03 Voluntary Shift Exchange~~

~~When operational requirements permit, employees may exchange shifts among themselves provided that:~~

- ~~(a) prior approval of such exchange is given by the employee's immediate Supervisor, and~~
- ~~(b) no employee shall be entitled to any extra compensation other than shift differential to which they would not have been entitled under the Agreement in the absence of such shift change.~~
- ~~(c) Shift exchanges are permissible between different sites of the same Employer, providing the employees are oriented, and supervisors approve. The Employer will make every reasonable effort to support the request.~~

24.XX Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided the following criteria are met:

- (a) employees are qualified and oriented to the unit/department/program;
- (b) employees are capable of performing the duties of the specific shifts; and
- (c) employees provide at least seven (7) calendar days but no more than ninety (90) calendar days notice.

The Employer will communicate to staff the shift exchange criteria, as outlined above, and any specific operational requirements of the unit/department/program. For clarity, the mechanism of communication can be determined at the unit/department/program level.

Where the criteria are met the shift exchange will be granted.

No employee shall be entitled to any extra compensation other than shift differential to which they would not have been entitled under the Agreement in the absence of such shift change.

Shift exchanges are permissible between different sites of the same Employer, providing the employees are oriented, and supervisors approve. The Employer will make every reasonable effort to support the request.

The Employer's regular staffing replacement process will apply if an exchanged shift becomes vacant.

The exchanged shift becomes part of an employee's work schedule. However, the scheduling provisions pertaining to work schedules and overtime relating to the shift exchange do not apply.

Where employees exchange unequal hours, accrual bank earnings, FTE, and pension contributions may be affected.

The Employer will not incur any additional costs as a result of the shift exchange except for nominal costs associated with processing the exchange.

Amend the collective agreement by deleting the following Article and adding the following:

~~27.02 Shift Posting~~

~~The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least fourteen (14) calendar days in advance and, where possible, twenty-eight (28) calendar days in advance.~~

~~Should the Employer change the shift schedule and not give fourteen (14) days' notice in advance to the affected employees of the change in schedule, then the employee so affected will be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.~~

~~Where the Employer and employee concerned agree, the requirement for fourteen (14) calendar days of advance notice may be waived. The waiver may operate to allow an employee who starts work earlier than their normal start time to go home early but only after the completion of the normal hours of work.~~

24.XX Shift Posting

The Employer shall post the time of on-duty and off-duty shifts including statutory holidays, at least fourteen (14) calendar days in advance and, where possible, twenty-eight (28) calendar days in advance.

Should the Employer change the shift schedule and not give fourteen (14) days' notice in advance to the affected employees of the change in schedule, then the employee so affected will be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

Where the Employer and employee concerned agree, the requirement for fourteen (14) calendar days of advance notice may be waived. The waiver may operate to allow an employee who starts work earlier than their normal start time to go home early but only after the completion of the normal hours of work.

Amend the collective agreement by adding the following:

24.XX Self-Scheduling

The parties recognize that self-scheduling is an option to consider that provides flexibility for employees' work schedules.

Self-scheduling is a method of scheduling shifts on the same schedule for regular employees of the same classification and within their required FTE. Self-scheduling must be in accordance with this Agreement and the operational requirements defined by the Employer for the unit, program, or department.

Where the Employer and a majority of employees on a unit, program, or department agree to consider self-scheduling, the employees will follow the Employers' self-scheduling guidelines. Participants must be qualified, capable, and orientated to a unit, program, or department.

The Employer will create standard guidelines for the implementation of self-scheduling for employees and managers. These guidelines must include the following core elements:

- (A) Written staff commitment to the process;
- (B) Vacation planning process;
- (C) Opt in and out process;
- (D) Shift selection process; and
- (E) Clear timelines to complete the final work schedule.

It is the responsibility of the individual employees to:

1. select their shifts in a manner consistent with organization policies & guidelines and this Agreement; and
2. collaborate with their colleagues to make changes or accommodations, balancing the need to provide appropriate shift coverage with individual choice.

At the Employer's sole discretion, the Employer may decline or terminate a self-scheduling request on the basis:

1. It does not, or no longer, meets operational requirements;

2. It requires the Employer to incur additional costs; or,
3. Employees have not complied with the organizational policies, guidelines, or the Collective Agreement, or have not collaborated with colleagues.

If an Employer or the majority of employees on a unit, program, or department participating in a self-scheduling process terminate self-scheduling, termination will be effective 90 days from providing notice, after which employees will return to the unit, program, or department work schedule.

Employees who do not participate in self-scheduling will continue to work in accordance with the work schedule.

Amend the collective agreement by changing the following:

ARTICLE 25 – OVERTIME

25.01 Authorized Overtime

- a) A record shall be kept of authorized overtime (overtime bank) worked by each employee, which at the option of the employee, shall be taken as time off or pay. Should the employee request the option to use the bank as be time off, such time off ~~for overtime shall be accumulated and will be~~ taken at a time requested by the employee within the timeframes in Article 25.01 (b) and (c). The Employer will make every effort to approve the time off requests for use of the overtime bank provided where replacement is required, the Employer is only required to replace at straight time rates. mutually agreed to by the employee and the Employer.
- b) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- c) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay

Amend the collective agreement by changing the following:

ARTICLE 27 – SHIFT WORK

27.01 Shift Premium

Evening Shift

The evening shift premium shall be 70¢ per hour. Effective April 1, 2026, the evening shift premium shall increase to \$2.00 per hour.

Night Shift

The night shift premium shall be \$3.50 per hour. Effective April 1, 2028, the evening shift premium shall increase to \$5.50 per hour.

The shift premiums shall apply to overtime hours worked during the evening or night shift.

Shift premium is payable only when one-half or more than one-half of the hours worked falls within the defined evening or night shift. In such cases the shift premium shall be paid for the total hours worked.

For shifts of seven point five (7.5) hours or less, the shift premium is payable only when one-half or more than one-half of the shift falls within the defined evening or night shift. For shifts greater than seven point five (7.5) hours, refer to the Memorandum of Agreement – Extended Work Day or Extended Work Week.

Weekend Premium

The weekend premium shall be \$2.30 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective April 1, 2028, the weekend premium shall increase to \$3.50 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

Super Shift Premium

An employee shall be paid a super shift premium of \$1.00 per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.

The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

Short Notice Premium

Employees who are offered and accept a straight time shift within twenty-four (24) hours of the start of the shift shall be paid a shift premium of \$2.00 per hour for each hour worked.

Amend the collective agreement by adding the following:

27.XX Business Allowance

Effective April 1, 2026, all regular employees employed in community-based services that require the employee to perform their work in multiple locations will receive fifteen dollars (\$15.00) per month as a business allowance.

For the purposes of this article, community-based services means a program which provides other than twenty-four (24) hours per day in-patient or residential care services and will include, but is not limited to, such services as home support, home health, long-term care case management, population and public health, primary care, and community mental health, child development programs and centres, etc.

Community-based services does not include clinic type services which are aligned with acute care services such as hospital outpatient clinics.

Amend the collective agreement by changing the following:

ARTICLE 28 – ON-CALL AND CALL-BACK

28.07 Pagers-On call devices

Where an employee is required by the Employer to be on-call; and where the employee requests the Employer to provide a pager an on call device; and where a pager an on call device service is available at reasonable expense, all such expenses shall be the sole responsibility of the Employer.

Amend the collective agreement by changing the following:

ARTICLE 29 – PORTABILITY OF BENEFITS

29.01 Transfers

An employee who terminates in a Facility where the Union is certified and which is a member of HEABC, and is employed within one hundred and eighty (180) calendar days (effective April 1, 2028 this will expand to three hundred and sixty-five (365) calendar days) in a Facility where the Union is certified, including the original Facility, shall be entitled to portability of benefits as specified below. The term "member" in relation to the

Facility from which the employee is transferring shall not include any provincial or federal government institution.

An employee eligible for portability of benefits who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in the letter of appointment that they are seeking regular employment. In such instance, the employee shall be entitled to portability of benefits specified in 29.02 for a period of three hundred and sixty-five (365) calendar days from date of termination at A.

Amend the collective agreement by changing the following:

ARTICLE 31 – RELIEF

31.01 Relief

In the event of an employee being assigned to a position which has a higher Salary Structure ~~perform a higher rated paid job~~ for a minimum of one (1) full shift or more, while performing the duties the employee shall receive the lowest step in the higher-rated job Salary Increment Structure which will result in a minimum ~~monthly~~ increase of three percent (3%). ~~\$82 if the position is one grade higher; \$104 if the position is two grades higher; and so on (increasing by \$22 for each grade) proportionate to the time in which the employee is actually performing the higher rated duties.~~

The maximum Increment Steprate of the higher Salary Structurerated job ~~increment structure~~ will not be exceeded because of the application of this provision.

In cases where an employee is required to transfer temporarily to a position with a lower Salary Structure ~~rated job~~, such employee shall incur no reduction in pay rates because of such transfer.

~~Notwithstanding the above, if an employee is temporarily promoted and placement in the new increment structure would result in a rate of pay less than that which would have been received had the promotion been to an intervening grade (e.g.: If an employee at Grade I is promoted to Grade III the intervening Grade would be Grade II) then the employee will be moved to the next higher increment in the new increment structure.~~

ARTICLE 33 – JOB DESCRIPTIONS

See Maintenance Agreement and Classification Manual

~~**33.01** The Employer shall provide the Union with job descriptions of union classifications.~~

~~**33.02** Employees shall have input and access to their job descriptions.~~

INTERPRETATION/COMMENTS

ARTICLE 37 – GENERAL PROVISIONS

Amend the collective agreement by changing the following:

37.02 Isolation Allowance

Employees in the following Communities shall receive an Isolation Allowance of \$74.00 per month.

Alert Bay	<u>Lillooet</u>
<u>Bella Coola</u>	McBride
<u>Blue River</u>	Mackenzie
Burns Lake	Nakusp
Chetwynd	New Denver
Dawson Creek	Port Alice
Dease Lake	Port Hardy
<u>Edgewood</u>	Port McNeill
<u>Elk Valley</u>	Pouce Coupe
Fort Nelson	Prince Rupert
Fort St. James	Smithers
Fort St. John	Stewart
Fraser Lake	<u>gathet</u>
Gold River	Tahsis
Haida Gwaii	Terrace
Hazeltob	Tofino
Houston	Tumbler Ridge
Hudson Hope	Valemount
<u>Kaslo</u>	Vanderhoof
Kitimat	Waglisla

Amend the collective agreement by changing the following:

37.05 HEABC/Health Science Professionals Bargaining Association Printing Costs

~~The Employer will make available copies of the Collective Agreement in booklet form to all of its employees. The cost of printing will be shared equally between HEABC and the Union.~~

The Employer and the Union shall make the Collective Agreement available to employees in both electronic and booklet format within six (6) months of the ratification of the Collective Agreement. The availability of the Collective Agreement in booklet format within the above six (6) month timeframe is subject to printing capacity and limitations. The Electronic version shall be made available and accessible on Union and HEABC websites, as well as on Employer systems where possible.

The Employer shall print sufficient booklet copies of the Collective Agreement to provide two (2) copies per worksite for every three (3) employees. Should demand for printed copies be greater than the supply, the parties shall work together to identify unused copies, and if none identified, additional printing shall be completed.

The cost of printing will be shared equally between HEABC and the Union.

ARTICLE 38 – SAFETY AND OCCUPATIONAL HEALTH

Amend the collective agreement by changing the following:

38.02 Joint Occupational Health and Safety Committee or Worker Health and Safety Representative

There will be Union representation appointed by the Union ~~on~~ to the Joint Occupational Health and Safety Committee (“JOHSC”) which will be established in accordance with and governed by the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers’ Compensation Act*.

Further to the above, in each workplace where there are more than nine (9) but fewer than twenty (20) workers of the Employer regularly employed, or as ordered by the Workers' Compensation Board, a worker health and safety representative is required in accordance with the *Workers Compensation Act*. Where practicable, a worker health and safety representative has the same duties and functions as JOHSC pursuant to the *Workers Compensation Act* and as outlined in Article 38.

- a) Union safety stewards may apply for short term leave of absence in accordance with Article 5.12 to attend safety seminars sponsored by the Union.
- b) The parties recognize the importance of continuity of representation at meetings of the ~~Joint Occupational Health and Safety Committee~~ JOHSC.
- c) Employees who are members of the ~~Committee~~ JOHSC shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the ~~Committee~~ JOHSC.
- d) Employees who are members of the ~~Committee~~ JOHSC shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and incident investigations at the request of the ~~Committee~~ JOHSC pursuant to the Occupational Health and Safety Regulations.
- e) Courses identified by the ~~Joint Occupational Health and Safety Committee~~ JOHSC to promote a safe and healthy workplace, and approved by the Employer, shall be treated like an Employer-requested leave (Reference Article 17.04).
- f) The Employer shall be informed by the ~~Joint Occupational Health and Safety Committee~~ JOHSC of its recommendations on ergonomic adjustments and on measures to protect pregnant and breast-feeding employees as far as occupational health and safety matters are concerned.
- g) In accordance with *Workers Compensation Act* and Occupational Health and Safety Regulation, JOHSC has duties and functions which include, but are not limited to:
 - Identifying situations that may be unhealthy or unsafe for workers and advising on effective systems for responding to those situations;
 - Participating in inspections, investigations, and inquiries as provided in Occupational Health and Safety Regulation; and
 - Making recommendations to the Employer for occupational health and safety improvements.
- h) In accordance with the *Workers Compensation Act*, when a JOHSC sends a written recommendation regarding a safety concern to the Employer with a request

for a response, within twenty-one (21) days of receiving the written recommendations, the Employer shall advise the JOHSC of the steps it has taken or proposes to take to rectify the safety concern identified or provide reasons for not accepting the recommendation. The Employer's response shall be in writing.

Amend the collective agreement by changing the following:

38.03 Employee Safety

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of injuries and occupational disease are reduced or eliminated.

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 WorkSafe BC.

~~Within 120 days of ratification, t~~The parties agree to request that SWITCH BC develop training regarding the precautionary principle, as defined by WorkSafe BC. The request will be made within 90 days of ratification.

Where the Employer or Occupational Health and Safety committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

Employees who may be exposed in the course of their employment to Hepatitis B are entitled to receive Hepatitis B vaccine free of charge.

The Employer will provide orientation or in-service necessary for the safe performance of work, ~~including the safe handling of materials and products relevant Workers' Compensation Act, Occupational Health and Safety Regulation, and Employer standards, policies, and guidelines.~~

The Employer will ensure that new and/or young employees are provided worksite specific health and safety orientation pursuant to the Occupational Health and Safety Regulations. The Employer will also make readily available information, manuals, and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will provide employees working in remote geographic areas with access to appropriate communication devices or processes.

The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC). Where operational requirements allow, these modules may be completed while at work. By mutual agreement, these modules may be scheduled outside of regular scheduled work hours, and the employee will receive straight-time regular wages.

The parties acknowledge that the Ministry of Health has asked SWITCH BC to update the Provincial Violence Prevention Curriculum (PVPC) including a trauma informed lens. The parties commit to support SWITCH BC with this work.

Amend the collective agreement by changing the following:

38.05 Workload Dialogue

An employee who believes that their workload is unsafe or consistently excessive shall discuss the issue with their immediate supervisor, who will provide interim direction for temporary management of the issue. Health and safety concerns related to workload shall be addressed by the immediate supervisor.

Parties involved in a workload dialogue are encouraged to refer to the HEABC/HSPBA “Guide for Addressing Workload” for advice in resolving the issues.

If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:

1. within seven (7) working days, acknowledge receipt of the written concern and provide an anticipated time for a response. Should the anticipated response time change, the immediate supervisor or other Employer representative shall advise the employee;
2. perform an assessment of the issue raise within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context; and
3. respond to the employee in writing upon conclusion of the assessment.

Amend the collective agreement by changing the following:

38.10 Psychological Health and Safety

The Employer and the Association agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices, using the guidance of the Canadian Standards Association (CSA) Psychological Health and Safety Standard (the Standard).

The Employer and the Association will continue to promote the implementation of the Standard in all of their workplaces.

The Health Authorities and Providence Health Care (PHC) shall regularly communicate measures taken to implement the Standard to their employees.

The Employer must consult with the Union in identifying psychological hazards including hazards due to negligent, reckless or intentional acts, creating a reporting and investigation process for those hazards and in developing and implementing a plan to control risks related to psychological hazards.

The Employer and Union agree that the thirteen (13) factors described in the Standard and known to impact psychological health and safety are:

1. Organizational Culture
2. Psychological & Social Support
3. Clear Leadership & Expectations
4. Civility & Respect
5. Psychological Demands
6. Growth & Development
7. Recognition & Reward
8. Involvement & Influence
9. Workload Management
10. Engagement
11. Balance
12. Psychological Protection
13. Protection of Physical Safety

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

~~Within 120 days of ratification, the parties agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop~~

~~suitable resources for Employers, the Union and local JOHSC to support psychologically healthy and safe workplaces.~~

The parties agree to cooperate with SWITCH BC in the development of suitable standardized resources that comply with the requirements of the Standard and focus on prevention measures including the identification, evaluation and control of workplace psychological hazards.

Amend the collective agreement by changing the following:

ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS

40.04 Upon request of the employee, all record of any disciplinary action by the Employer will be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening months.

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 pregnancy leave.

Amend the collective agreement by changing the following:

ARTICLE 41 – EFFECTIVE AND TERMINATION DATES

41.01

The term of this agreement is from its effective date of April 1, 20225 until its expiry date of March 31, 20259.

Amend the collective agreement by changing the following:

41.04

(a) If either HEABC or the Health Science Professionals Bargaining Association wishes to propose amendments to this Agreement, the party proposing such amendments will notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

(b) Where no notice is given by either party prior to the expiry date of this collective agreement, notice shall be deemed to have been given under this clause on March 31, 20259.

Amend the collective agreement by adding the following:

ARTICLE XX – (i.e., PARENTAL LEAVE)

XX.X Leave for Child Care

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

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

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

An “Indigenous child” means a person:

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

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

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

Amend the collective agreement by adding the following:

The parties hereby agree to insert the following list immediately before the Wage Schedule tables of the Collective Agreement:

THE WAGE SCHEDULES OF THE COLLECTIVE AGREEMENT

<u>Wage Schedule A:</u>	<u>Early Childhood Educator</u>
<u>Wage Schedule B:</u>	<u>Cardiology Technologist</u> <u>Health Information Management Professional</u> <u>Orthotics Technician</u> <u>Prosthetics Technician</u> <u>Seating Devices Technician</u>
<u>Wage Schedule C:</u>	<u>Cancer Research Technologist</u> <u>Genomics Technologist</u> <u>Orthoptist</u> <u>Pedorthist</u> <u>Psychometrist</u>
<u>Wage Schedule D:</u>	<u>Combined Laboratory/X-Ray Technologist</u> <u>Cytotechnologist</u> <u>Electroneurophysiology Technologist</u> <u>Medical Laboratory Technologist</u>
<u>Wage Schedule E:</u>	<u>Aquatic Therapist</u> <u>Bioinformatics Technologist</u> <u>Biomedical Engineering Technologist</u> <u>Child Life Specialist</u> <u>Clinical Exercise Physiologist</u> <u>Dental Hygienist</u> <u>Infant Development Consultant</u> <u>Licensing Officer</u>

Massage Therapist

Music Therapist

Nuclear Medicine Technologist

Orthotist

Polysomnographic Technologist

Prosthetist

Radiological Technologist

Recreation Therapist

Respiratory Therapist

Supported Child Development Consultant

Tobacco & Vapour Products Enforcement Officer

Tobacco and Vapour Products Reduction Coordinator

Wage Schedule F:

Public Health Inspector / Environmental Health Officer

Wage Schedule G:

Dietitian

Physics Assistant

Wage Schedule H:

Diagnostic Medical Sonographer

Magnetic Resonance Imaging Technologist

Wage Schedule I:

Anesthesia Assistant

Art Therapist

Audiologist

Biostatistical Analyst

Disciplines Allied to Social Work

Genetic Counsellor

Pathologists' Assistant

Social Worker

	<u>Speech Language Pathologist</u>
	<u>Vocational Counsellor</u>
<u>Wage Schedule J:</u>	<u>Occupational Therapist</u>
	<u>Physiotherapist</u>
<u>Wage Schedule K:</u>	<u>Public Health Engineer</u>
	<u>Radiology Service Technologist</u>
<u>Wage Schedule L:</u>	<u>Infection Control Practitioner</u>
	<u>Radiation Therapy Service Technologist</u>
<u>Wage Schedule M:</u>	<u>Radiation Therapist (PHSA - BC Cancer Agency)</u>
<u>Wage Schedule N:</u>	<u>Pharmacist</u>
<u>Wage Schedule O:</u>	<u>Psychologist</u>
<u>Wage Schedule P:</u>	<u>Perfusionist</u>

The movement of the Nuclear Medicine Technologist and Radiological Technologist professions from Wage Schedule D to Wage Schedule E as a result of the 2025-2029 Collective Agreement will be effective the first pay period after April 1, 2026.

Amend the collective agreement by changing the following:

WAGE SCHEDULE

Year 1: effective the first pay period after April 1, 2025: 3% general wage increase (GWI)

Year 2: effective the first pay period after April 1, 2026: 3% GWI

Year 3: effective the first pay period after April 1, 2027: 3% GWI

Year 4: effective the first pay period after April 1, 2028: 3% GWI

Amend the collective agreement by changing the following:

APPENDIX 8 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
(on behalf of its members)
and
THE ASSOCIATION

Re: Job Sharing

Article 1 – Preamble

1.1 This Memorandum of Understanding establishes provision for any group of employees, at least one of whom holds regular status, two regular employees to voluntarily "job share" a single full-time one or more regular position(s). ~~Part-time positions may be shared where the Employer and Union agree in good faith.~~

1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Employer and participating employees within the framework of this Memorandum of Understanding. Participating employees will agree upon the job sharing arrangement, including:

- the FTE for each participant,
- schedule assigned to each participant,
- vacation coverage,
- short notice leave (such as sick, special and compassionate leave) coverage, and
- the assignment of Statutory Holidays.

This agreement must be signed by participating employees and approved by the Employer before a job sharing arrangement can be implemented.

1.3 It may be to the advantage of the parties to initiate job sharing agreements in circumstances such as:

- Avoiding the potential loss of an valuable ~~employee~~ employee whose circumstances prevent them from working full-time;
- Maintaining a mix of backgrounds/experience that will enhance the operation.

Article 2 – Participation

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties and at the discretion of the Employer.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4). Where an employee request is denied, they shall be provided with an explanation as to why their request was denied.
- 2.3 Upon approval of a request to job share a notice will be posted electronically within the department to determine interest in job sharing ~~a specific position~~. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.
- Eligibility to participate in a job share is only open to those employees ~~Job sharers will be~~ within the same department and classification except where the Employer and the Union agree in good faith.
- Job shares for positions above the P1 classification will be a competitive process within the department pursuant to Article 10.01.
- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3, above.
- 2.5 Where an employee has been promoted into a job sharing position, Article 10.03 will apply.

Article 3 – Maintenance of Full-Time Positions

- 3.1 Shared positions shall, ~~in all respects with the exception that they are held by two individuals,~~ be treated as though they were single regular positions with each employee having an FTE equal to the FTE they hold within the job sharing arrangement for the purpose of ~~with regard to scheduling and job descriptions.~~
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Collective Agreement.
- 3.3 If ~~one~~ a job sharing partner decides to discontinue participating in a ~~job share job sharing arrangement~~, the employee must give thirty (30) days notice of their intent to vacate the job share, and ~~that~~ the employee will then post into another regular position, revert to casual, or resign. If those remaining in the job sharing arrangement

wish to continue with the arrangement, every effort will be made to fill the vacated position.

The Employer will post a notice within the department to determine interest in filling the vacated portion of the job share. Should more than one qualified employee wish to assume this vacated portion of the job share, the selection shall be on the basis of seniority.

~~Should no qualified employee wish to participate in the job share the remaining employee shall be given the first opportunity to assume the position on a full-time basis. If the employee does not wish a full-time position then the employee would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Collective Agreement.~~

3.4 If no other employee comes forward to fill the vacated portion of the job share, participants of the job share who entered with regular status may select, in seniority order, one of the original FTEs that was brought into the job sharing arrangement. If a participant is left with no FTE, they will be entitled to all displacement rights under Article 10. Participants who were promoted into a job share shall exercise any rights under Article 10 consistent with their pre-job share classification. Participants who held casual status entering into the job sharing arrangement will return to casual status unless successful in posting into an alternate regular position. Any vacancy remaining will be treated in accordance with the provisions in the Collective Agreement.

3.5 Either party may give sixty (60) calendar days' notice to end the job sharing arrangement. In this case, participants of the job share who entered with regular status may select, in seniority order, one of the original FTEs that was brought into the job sharing arrangement. If a participant is left with no FTE, they will be entitled to all displacement rights under Article 10. Participants who were promoted into a job share shall exercise any rights under Article 10 consistent with their pre-job share classification. Participants who held casual status entering into the job sharing arrangement will return to casual status unless successful in posting into an alternate regular position. Any vacancy remaining will be treated in accordance with the provisions in the Collective Agreement.

3.6 If a shift schedule change occurs, participants of the job share must first determine their FTEs through provision 3.5. Subsequently, participants will use this FTE to select their line on the new shift schedule. If the original FTEs that made up the job share are secured, the job sharing arrangement continues.

~~3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.~~

~~Should the displaced employee have been regular full-time immediately prior to the job share, a comparable job will be defined as a regular full-time position for the purpose of internal options. Such employees can opt to define a comparable job as $\pm .2$ of their FTE component of the job share. In either case, such employees' hours will be maintained only to the level the employee worked in the job share.~~

~~3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.~~

~~3.6 Either party may cancel this Memorandum on sixty (60) days' notice.~~

Article 4 – Schedules and Job Descriptions

4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.

4.2 Job descriptions for the job sharing partners will be identical.

4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

4.4 Once established, the portion of hours shared may be altered by mutual agreement of the parties.

Article 5 – Benefits

5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Master Collective Agreement.

5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.

5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Amend the collective agreement by changing the following:

APPENDIX 16.1 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Provincial Recruitment and Retention

The parties agree that addressing the recruitment and retention of HSPBA members is a priority for the health sector.

The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation. Recruitment and Retention within the health sector must also be structured to break down barriers to equity and inclusion and extend opportunities widely within diverse, geographic and marginalized communities.

Accordingly, the parties agree to have established a Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”). The Working Group will meet quarterly (or otherwise agreed), and will be composed of:

- (a) One (1) representative from HEABC;
- (b) Two (2) senior level representatives from HEABC member organizations;
- (c) Three (3) representatives from the HSPBA; and
- (d) One (1) senior representative from the Ministry of Health at the Assistant Deputy Minister level or delegate.

HEABC will provide the Working Group with regular workforce data reports at least two (2) weeks prior to scheduled quarterly meetings. The Working Group will also consider relevant and available aggregate/anonymized data regarding diversity, equity, inclusion, and MOH identified professions.

The Working Group will develop a list of comprehensive recruitment and retention recommendations including but not limited to embedding the principles of accessibility in job creation, hiring, onboarding, accommodation, offboarding, and supporting leadership development, such as employer-sponsored training, career laddering, and upskilling, which will be presented to the Provincial Health Human Resources Coordination Centre (PHHRCC).

A list of comprehensive recruitment and retention initiatives will be presented to the PHHRCC on an annual basis.

To that end, the Working Group will:

- ~~develop~~ maintain terms of reference including a process for an alternating chair;
- ~~gather~~ receive and review all necessary data and information in advance of the Working Group's meetings;
- engage and consult ~~stakeholders~~ interest holders;
- identify issues related to changing models of care that impact health care workers;
- identify initiatives to address recruitment and/or retention issues for the MOH identified target professions, including occupations covered by the HSPBA;
- ~~Consider~~ identify initiatives to foster attractive work environments and ~~foster~~ employee engagement ~~to address identified recruitment and retention issues~~;
- develop recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring, and;
- consider any additional initiatives, strategies, and actions to address recruitment and retention issues for HSPBA professions.

Unless otherwise agreed by the parties, this MOA will expire on March 31, 2025~~9~~.

Amend the collective agreement by changing the following:

APPENDIX 18 – MEMORANDUM OF UNDERSTANDING

Between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

And

THE ASSOCIATION

Re: ~~Dispute and Arbitration Redesign Committee~~ Health Science Professional Office of Arbitration

~~WHEREAS: The parties have a common interest in redesigning and improving the grievance and arbitration system to resolve grievances in a timely manner, developing~~

litigation efficiencies and following the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

- ~~1. The parties will continue the Dispute and Arbitration Redesign Committee ("DARC") to assist the parties in reaching agreement on the Grievance and Arbitration system.~~
- ~~2. The DARC will be comprised of no more than five (5) representatives from HEABC/member organizations and no more than five (5) representatives from the HSPBA.~~
- ~~3. The DARC will endeavor to make detailed recommendations for a revised grievance and arbitration system. In its review the Committee will examine the BC Health Care Office of Arbitration ("BCHOA") including how adopting BCHOA-like procedures would affect other arbitration processes set out in Article 8.~~
- ~~4. The DARC will renew regular meetings within 120 days of ratification of the Collective Agreement and will meet on a quarterly basis, or as otherwise agreed, to provide a report back to their respective Principles within one (1) year of the ratification. The report will identify any joint recommendations of the Committee and any areas where the Committee did not reach consensus.~~
- ~~5. The DARC's recommendations will only be implemented by mutual agreement of the parties.~~
- ~~6. The parties agree this may result in a mid-contract modification.~~

WHEREAS: the Parties to the HSPBA Provincial Collective Agreement previously agreed in Appendix 18 to the HSPBA Collective Agreement ("HSPBA CA") to form the Dispute and Arbitration Redesign Committee ("DARC") with the stated goal to resolve grievances in a timely manner, explore litigation efficiencies and the best practices for good labour relations and dispute resolution;

AND WHEREAS: the Parties also agreed in Appendix 18 to make detailed recommendations for a revised grievance and arbitration system, examining how adopting British Columbia Healthcare Office of Arbitration (BCHOA)-like procedures would affect other arbitration processes set out in Article 8.

NOW THEREFORE, The Parties agree to implement the recommendations of the DARC as follows:

Definitions:

"Union" means any constituent Union in the HSPBA.

Establishment of the HSPOA

1. The Health Science Professional Office of Arbitration ("the HSPOA") will be established on a trial basis between the Parties;
2. The HSPOA will have a registrar ("the Registrar").
3. Lisa Southern will be the Registrar. Should Lisa Southern be no longer available, or should the Parties agree by mutual consent to appoint another Registrar, a new Registrar will be chosen by mutual agreement. Should Lisa Southern be temporarily unavailable she may designate a substitute Registrar in consultation with the Parties.

Powers of the Registrar

4. The Registrar will have jurisdiction pursuant to Section 88.1 of the *Labour Relations Code* [RSBC 1996] CHAPTER 244 ("the Code") to make orders with respect to scheduling the exchange of information and documents, scheduling hearing dates, and encouraging settlement of the dispute for all matters referred to HSPOA. The Registrar will have the ability to make such pre-hearing orders including, but not limited to, exchange of particulars; witness lists; witness will-say statements; document disclosure, etc., as the Registrar deems appropriate or necessary.
5. The Registrar shall have the authority to mediate and encourage settlement of a dispute between the Parties to a Grievance.
6. Where an extension of time or adjournment is required for an obligation established by the Registrar, the Parties to a Grievance will make reasonable efforts to first discuss the need for an extension or adjournment with each other, prior to a timeline being missed, to explore whether there is consent for the extension or adjournment. Consent should not be unreasonably withheld, and, to the greatest extent possible, cooperation and reciprocity of courtesies of these kinds should be fostered.
7. The Registrar will assist the Parties to a Grievance in choosing an arbitrator for matters which proceed through HSPOA. The Parties to a Grievance will endeavour to agree on an Arbitrator without delay in front of the Registrar. In the event the Parties to a Grievance cannot agree on an arbitrator, the Registrar shall have the authority to appoint an Arbitrator from the appropriate list of agreed upon Arbitrators. The Registrar may act as an Arbitrator for a matter if chosen by the Parties to a Grievance.

Matters referred to the HSPOA

8. All matters previously referred through Article 8.04 (Expedited Arbitration Process) in the HSPBA CA will proceed through the HSPOA.
9. The Parties to a Grievance may agree to process a matter referred under Article 8.02 (Full Arbitration Process) of the HSPBA CA through HSPOA by mutual consent. Should there be no mutual consent to use the HSPOA process the ordinary process under Article 8 will apply.
10. The Registrar will have the authority to determine whether a matter is eligible to proceed through the HSPOA.

Classification Disputes

11. Notwithstanding any other provision in this Agreement or the HSPBA CA, the Parties agree that any classification matter arising under the **previous** classification system (i.e. prior to the Full Implementation Date for Year 3 of the redesigned classification system contemplated under Appendix 21.2), including matters arising under Article 8 or Article 11.04, will proceed through the HSPOA. The Parties agree that any classification matter existing at the time the HSPOA is established may be referred to the HSPOA by mutual agreement.
12. The Parties agree that any classification matter arising under the **Profile-Based** classification system shall be referred to the HSPOA but may be removed from HSPOA unilaterally by either party.

Jurisdiction once arbitrator agreed to

13. Once the Registrar has made prehearing orders and those orders have been fulfilled by the Parties to a Grievance, the Registrar shall refer the matter on to the chosen Arbitrator. The chosen arbitrator will then have all the powers provided to an Arbitrator under the Code.
14. Referral from the Registrar shall include direction on which arbitration process under the HSPBA CA applies to the matter. Whether the matter will be precedential will be consistent with the arbitration process directed by the Registrar.

Acceptable Arbitrators

15. The Parties agree that the Arbitrators listed in Article 8 are acceptable for use as Arbitrators for the arbitration process they are identified for. The Parties to a Grievance may depart from these lists and appoint another Arbitrator whose name is not listed in Article 8 by mutual-agreement.

Administration of the HSPOA

16. The Parties will work together to create a referral form to send matters to the Arbitrator. The Parties may agree to utilize an electronic referral form for all referrals. The party that filed the grievance will initiate the HSPOA process by sending the form to the Registrar of HSPOA. The Union will copy HEABC on the referral form at the same time as sending it to the Registrar if it initiates a grievance. HEABC will copy the respective Union(s) on the referral form at the same time as sending to the Registrar if it initiates a grievance.
17. Once referred, a matter will appear on the next Case Management Meeting (“CMM”) of the HSPOA. The Registrar will keep a master file list of matters referred to the HSPOA. The Registrar will make the list available to the Parties upon request.
18. Administrative services in support of the HSPOA will be shared between the Parties.
19. The Parties agree to hold meetings virtually or, where directed by the Registrar, in person at the offices of HEABC, HSABC or any of the Constituent Unions of the HSPBA. The meetings may be held by conference call.
20. Minutes of the HSPOA meetings will be kept and distributed to all Parties after a meeting has concluded and a week prior to the next HSPOA meeting.

Success of HSPOA

21. The Parties agree to make all of the best efforts to make the HSPOA successful and to continue to constructively improve the process.
22. The Parties agree to review the success of HSPOA annually with the Registrar to measure its success. If the Parties and the Registrar agree, they may measure success by keeping statistics of matters which proceed through HSPOA, including such benchmarks as the number of cases referred, settlements reached, and time to completion of files.

Termination of HSPOA

23. While the Parties agree to work towards the continued success of HSPOA, the HSPOA will be terminated on September 30, 2026, unless mutually agreed to otherwise by the Parties.

General Process Guidelines

24. Timelines: Once the schedule is agreed to and accepted by the Office, Parties to a Grievance are expected to adhere to the deadlines. Extensions may be sought by consent, or by making an application to the Registrar if consent is not given.

25. When seeking a pre-hearing Order from the Registrar, a Party to a Grievance will provide at least seven days notice to every other Party to the Grievance, unless the Order is deemed urgent by the Registrar.
26. Each party agrees to share all legally permissible information during the grievance procedure relevant to the grievance. If, in the opinion of either party, the grievance procedure has failed to provide sufficient information to understand the merits of the other party's case, either party may apply to the Registrar of the HSPOA for an order for the production of documents and/or particulars. This application may be made immediately and does not require a referral to arbitration. Where there is an application, the Registrar must deal with it expeditiously and may order the respondent or both parties' documents and/or particulars.
27. Particulars: To the greatest extent possible, the Parties to a Grievance will work together to define and narrow the issues in dispute through early exchange of particulars. Should either Party to a Grievance wish to amend their particulars after the particulars have been exchanged, the Party may seek consent to change the particulars, or an order from the Registrar to have them changed.
28. Joint Statement of Facts: To the greatest extent possible, the Parties to a Grievance will work together to narrow the evidence in dispute.
29. Documents: Reliance documents and documents material to the case are to be disclosed to the opposing party according to the schedule for disclosure. Orders for document production can be made by the Registrar if there is a delay, or a dispute about relevance or any other dispute related to the disclosure of documents. Where possible, a joint book of documents will be prepared.
30. Joint Book of Documents (JBOD): The JBOD may include documents which the Parties to a Grievance do not agree to admit. Inclusion in the JBOD does not equate to agreement on the admissibility of documents or the use to be made of them at arbitration; rather, it is meant to assist the arbitrator by centralizing all the documents into one book.
31. Written Submissions/Alternate Means to Introduce Evidence or Conduct Hearing: Where appropriate, the Parties to a Grievance will consider if the matter can be decided on written submissions alone and/or if oral argument can be conducted by video conferencing or conference call.
32. Common Question: The Parties to a Grievance are encouraged to agree to a common question or common questions to be answered by the Arbitrator.

33. Legal Authorities: The CMM will include discussion about limiting authorities and may include orders limiting the number of authorities.

Amend the collective agreement by changing the following:

APPENDIX 18.1 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: Expedited Dispute Resolution Process for Short Term Union Leave

1. A dispute regarding article 5.12 may be referred to this expedited resolution process if the anticipated start date of the leave requested pursuant to Article 5.12 is imminent. For the purposes of this MOA, imminent means that there is no reasonable probability that the dispute could be resolved through the process described in Article 8.04 before the anticipated start date of the leave requested. If the leave requested is not imminent, the parties will refer disputes to the process described in Article 8.04.
2. For the purposes of the expedited process an arbitrator will be appointed from the following list on a ~~rotational~~ basis:
 - Chris Sullivan
 - Lisa Southern
 - ~~Mark Brown~~
 - Corinn Bell
 - Najeeb Hassan
 - Tonie Beharrell
3. The party referring the matter to this expedited arbitration process will provide written notice of the expedited referral to the other party (to the Employer and HEABC or to the Union, as the case may be). The referring party will contact the expedited arbitrator to arrange a hearing with the parties. The expedited arbitrator will conduct a hearing by way of telephone conference call within two (2) business days of the appointment.

4. The expedited arbitrator shall receive submissions from the parties in an expedited manner by way of telephone conference. All submissions are intended to be short and concise and will include a brief summary of the facts relevant to each party's position. The parties agree to make limited use of authorities in their submissions.
5. The expedited arbitrator will render a written "bottom line" decision and provide a copy to the parties within twenty-four (24) hours of the conference call. The decision will be limited in application to that particular dispute and will have no precedential value.
6. The parties agree to share the costs of the fees and expenses of the arbitrator equally.

Amend the collective agreement by adding the following:

APPENDIX 21.3(a) – MEMORANDUM OF UNDERSTANDING

Re: P2A Salary Structure

Effective the first pay period after April 1, 2026, all wage schedules of the Collective Agreement shall be amended so that the P2A salary structures are increased to P1+7.6%.

Amend the collective agreement by changing the P2B(S) Clinical Technical Specialist section of the P2B profile.

APPENDIX 21.3(b) -MEMORANDUM OF UNDERSTANDING

Re: P2B Profile

The parties agree to amend the P2B(S) Clinical/Technical Specialist section of the P2B Profile as follows:

(S) CLINICAL/TECHNICAL SPECIALIST

NATURE OF WORK:

Jobs matched to this profile have delegated responsibility and accountability for the provision of clinical or technical specialist services to health science professionals within the profession through the provision of formal clinical or technical consultation and advisory services to own or other organizations within a specialized area of the profession.

Illustrative Responsibilities:

- Assigned accountability to ~~utilize specialized education, training and/or experience~~ to provide specialized clinical or technical consultation and advisory services to others, both internally and externally, within a specialized area of expertise within the designated profession.
- Plans and assesses treatment procedures and practices for the specialty area or is delegated to provide technical consultation.
- Acts as a clinical/technical resource using advanced theory and knowledge of the specialized area of expertise within the profession.
- Holds responsibility for the full spectrum of consultation to health science professionals through the identification of scope and nature of consultation required, assessment and provision of clinical/technical consultations to ensure best practice and effective outcomes in the provision of designated programs and services

Amend the collective agreement by adding the following:

APPENDIX 21.3(c) – MEMORANDUM OF UNDERSTANDING

Re: P2B Salary Structures

Effective the first pay period after April 1, 2026, all wage schedules of the Collective Agreement shall be amended so that the P2B(S) salary structures are increased to be equal to those of P2B(E), P2B(I), P2B(Q), and P2B(R).

Amend the collective agreement by adding the following:

APPENDIX 21.3(d) – MEMORANDUM OF UNDERSTANDING

Re: Supervisory Salary Structures

Effective the first pay period after April 1, 2026, all wage schedules of the Collective Agreement shall be amended so that:

the salary structure for S1 up to 8 FTE will be set to rates that are 7.6% above the P1 rate (i.e. P1+7.6%)

the salary structure for S2 up to 8 FTE will be set to rates that are 11.7% above the P1 rate (i.e. P1+11.7%)

Amend the collective agreement by changing the following:

APPENDIX 21.4 – MEMORANDUM OF UNDERSTANDING

Re: Classifications Provisions of the Collective Agreement

Whereas the new profile-based classifications system came into full force and effect on December 6, 2024, the parties hereby agree to amend the collective agreement as follows:

A. Delete the following that pertained to the previous classifications system:

- Provisions of the Wage Schedule
- Health Science Professionals Job Rates
- Health Science Professionals Allied to the Medical Technology Disciplines
- Health Science Professionals Allied to the Social Work Discipline
- Industry-Wide Miscellaneous Rates (General)
- Wage Schedules
- Classifications Definitions
- Operating Instructions
- The Health Science Professional Job Families Classifications
 - Diagnostic Medical Sonographer
 - Dietitian
 - Health Information Management Professional
 - Magnetic Resonance Imaging Technologist
 - Medical Technologist
 - Nuclear Medicine Technologist
 - Occupational Therapist
 - Orthotist & Prosthetist
 - Pharmacist
 - Physiotherapist
 - Psychologist
 - Radiological Technologist

Respiratory Therapist

Social Worker

Speech/Language Pathologist & Audiologist

B. Add the following that pertain to the profile-based classifications system:

- Wage Schedules
- Maintenance Agreement and Classification Manual
- Professional Groupings
- Profiles
 - P1 – Working Professional
 - Biomedical Technology
 - Dental
 - Dietitian
 - Electrodiagnostic
 - Expressive Therapy
 - Health Information
 - Infant/Child Development and Special Needs Education
 - Laboratory
 - Medical Imaging and Radiation
 - Pharmacy
 - Psychology
 - Public and Environmental Health, Control and Prevention
 - Rehabilitation/Therapeutic
 - Research
 - Social Service and Counselling
 - Surgical and Respiratory Services
 - Technical
 - Vision
 - P2A – Special Procedures/Techniques

- P2B – Advanced Working Professional
 - (E) Education
 - (I) Health Science Information Systems and Applications
 - (Q) Quality Control Program
 - (R) Research and Development
 - (S) Clinical/Technical Specialist
- S1 – Supervisory/Leadership
- S2 – Supervisory/Leadership
- S3 – Supervisory/Leadership
- S4 – Supervisory/Leadership

Amend the collective agreement by changing the following:

APPENDIX 28.1 – MEMORANDUM OF UNDERSTANDING

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE ASSOCIATION

Re: Professional Bodies Fee Fund Licensing Fees

~~The parties have agreed to allocate funding to the HSPBA to administer the partial reimbursement of fees for membership in professional bodies for HSPBA employees.~~

~~HEABC will allocate \$3,100,000 in year one, and \$474,000 in year two, for a Professional Bodies fee fund (the "Fund") to be administered by the HSPBA. The fund is not intended to cover fees that must be borne by the Employer pursuant to Appendix 28.~~

~~The criteria for and date of distribution will be determined by the HSPBA. Up to ten percent (10%) of the Fund received by each Constituent Union will be used to cover administrative costs. This is in the sole discretion of and for the sole benefit for each Constituent Union.~~

~~The HSPBA 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 January 1, 2027, on a go forward basis, where the Employer requires an employee in an Eligible Profession, as a condition of employment, to be licensed with a provincial regulatory college, (or in the case of Social Workers, registered with the BC College of Social Work) the Employer will reimburse the employee for the cost of that respective provincial regulatory college license/registration renewal fee if:

(a) they are a regular employee at the Employer on the date the renewal fee is due;
or

(b) they are a casual employee who has worked more than seven hundred and eighty (780) straight-time hours at the Employer in the three hundred and sixty-five (365) days preceding the date the renewal fee is due.

Reimbursement is not pro-rated for part-time or casual employees.

Eligible Professions shall include:

- Professions regulated with a provincial regulatory college as of January 1, 2027;
and
- Effective April 1, 2028, the following professions:
 - Respiratory Therapists
 - Clinical Perfusionists
 - Radiation Therapists
 - Medical Laboratory Technologists

At the Employer's request, an employee must confirm the cost of their provincial regulatory college license renewal fee by presenting their license/registration and proof of payment acceptable to the Employer.

Employers may require employees complete an attestation form confirming their request for reimbursement has been submitted to only one employer.

This Memorandum of Understanding applies to employees who must pay annual membership fees to maintain certification as required by Ministerial Order and issued by the Canadian Institute of Public Health Inspectors.

Amend the collective agreement by changing the following:

APPENDIX 30 – MEMORANDUM OF UNDERSTANDING
between
HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)
and
THE ASSOCIATION

Re: EDMP Representatives

There shall be a maximum of 10.25 FTE of Union-appointed, Employer-paid, EDMP Representatives, including one EDMP Coordinator.

Effective April 1, 2028, Representatives will increase to eleven point two-five (11.25) FTE of Union-appointed, Employer-paid, EDMP Representatives, including two (2) EDMP Coordinators.

The Union shall advise the Employer in writing of the names of the Union-appointed EDMP Representatives and EDMP Coordinators.

The EDMP Representatives shall be granted Employer-paid union leave from their regular position with the Employer, without loss of salary and benefits, to perform their Union Representative role and function as set out in the EDMP Policies & Procedures at an FTE to be determined by the Union. The EDMP Representatives will continue to be covered by all provisions of the collective agreement and shall continue to be eligible for additional shifts on the same basis as if they were working in their regular position. The EDMP Representative’s union leave from their regular position with the Employer is temporary for the duration of their appointment, and they retain full rights to their regular position with the Employer. Upon the employee leaving the EDMP Representative role, they will return to the full FTE of their regular position with the Employer. The Employer will post the temporary vacancy created by the EDMP Representative’s union leave, pursuant to Article 9.

The Employer will pay mileage as set out in Article 26.01 where the EDMP Representative’s/Coordinator’s attendance is required at a meeting and where videoconference/teleconference is not possible or appropriate.

Where appropriate, EDMP Representatives will be included in education provided to the Employer’s disability management staff.

Amend the collective agreement by changing the following:

APPENDIX 34 – LETTER OF AGREEMENT

between

FRASER HEALTH AUTHORITY

INTERIOR HEALTH AUTHORITY

NORTHERN HEALTH AUTHORITY

PROVINCIAL HEALTH SERVICES AUTHORITY

VANCOUVER COASTAL HEALTH AUTHORITY

VANCOUVER ISLAND HEALTH AUTHORITY

and

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Professional Development Fund

Effective April 1, 2027 the A-Professional Development Fund will increase to of \$400,000 six hundred thousand (\$600,000) for each year of the term of the Collective Agreement is to be established for use by HSPBA members. The administration of the Fund will be determined by the HSPBA.

The HSPBA will provide HEABC with an annual written report containing a summary of the Fund’s expenditures and balances and will outline how the Funds were used for Professional Development.

Amend the collective agreement by adding the following:

APPENDIX 34.1

ONE TIME ALLOCATION: PROFESSIONAL DEVELOPMENT

HEABC will allocate \$3,500,000 (the “Funds”) to the Health Science Professionals

Bargaining Association (HSPBA) for the Professional Development Fund during the first year of the 2025-2029 collective agreement (2025).

The Funds are to be held in trust by HSPBA and must be administered by HSPBA only to support eligible health science professionals to meet their ongoing requirements for professional development, and to enhance their professional development opportunities in rural or remote areas. In particular, by agreeing to accept the Funds in trust, HSPBA agrees to administer the Funds in accordance with the following requirements:

The Funds are to be allocated to training and upgrading skills for HSPBA members working in professions experiencing shortages or rural and remote locations, as well as ongoing required professional development for all HSPBA members; and

The Funds are to be administered by the HSPBA and disbursed to the constituent unions of the HSPBA on a pro-rated basis; and

All applicants, regardless of union membership, must be within the HSPBA bargaining unit and covered by the HSPBA/HEABC Provincial Agreement; and

The Funds must only be applied to education/training that pertains to professional development in a health science professional discipline being practiced in the public health care system; and

Notwithstanding permissible administrative costs as described below, the Funds must only be applied to the following eligible expenses: reimbursement of tuition fees, registration fees, cost of required books/materials, and other reasonable education-related expenses. This may also include the reasonable costs of travel and accommodation, if the applicant must travel or temporarily relocate to attend education/training or related clinical placement; and

Reasonable funding guidelines will be established by each of the constituent unions to ensure that the Funds benefit as many members as possible; and

Up to 10% of the Funds received by each constituent union may be used to cover administrative costs. This is in the sole discretion and for the sole benefit of each constituent union; and

The Funds are specifically targeted for the purposes described herein and cannot be re-allocated for any other purpose without agreement from HEABC.

The HSPBA will provide HEABC with an annual written report containing a summary of the Fund’s expenditures and balances and will outline how the Funds were used for Professional Development.

Amend the collective agreement by changing the following:

APPENDIX 35.1 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Health Sciences Strategic Relations Committees (the “Committees”)

The Parties to this agreement are the HSPBA and the HEABC. The Parties have a shared commitment to work collaboratively through consultation to address issues relating to HSPBA employees within the context of HEABC Employers’ (the “Employer”) service delivery changes, workforce planning, and labour relations issues. To advance this commitment, the Parties agree to the value of establishing Health Sciences Strategic Relations Committees between the Union and the Employer at the local level.

The purpose of the Committees shall be to discuss developments and potential initiatives, which may include technological change, that which may have a significant impact on the members of the HSPBA, and to develop collaborative approaches and timely resolutions to recurring workplace issues or issues arising at multiple worksites.

The Committees will be established as follows:

1. The frequency of the meetings will be determined by the Committees based on the size and structure of the Employer.
2. For the purposes of this work, consultation means seeking advice from, listening to, and acknowledging the mutual concerns of the Union and the Employer.

3. The Committees may be used to discuss recruitment and retention strategies at the local level, engage in workforce planning discussions and information sharing, and implementation of approved initiatives. The Committees may meet to discuss issues and resolve disputes, including policy applications, before they become grievances, and to schedule case management meetings.
4. The establishment of the Committees will not replace the current local level committees and processes that address issues related to individual grievances, local Joint Occupational Health and Safety Committee meetings, local Labour Management meetings, or consulting obligations that arise elsewhere in the collective agreement or under relevant legislation (for example, Section 54 of the *Labour Relations Code*, [RSBC 1996] Chapter 244).
5. The Committees will have equal representation from both the Union and the Employer and must include senior representatives with decision making authority. Other representatives or participants may be included to assist or provide expertise, as mutually agreed by the Committee members.
6. The Union and the Employer will determine the agenda which will be circulated to all attendees in advance of each meeting.
7. The Committees will meet within 60 days of ratification to discuss a schedule for meetings. Additional meetings may be set outside the schedule if required.
8. 90 days prior to the expiration of the collective agreement an evaluation will be conducted by the Parties who will make recommendations to improve the effectiveness of the Committees.
9. This Memorandum of Understanding will expire on March 31, 2025~~9~~ or unless expressly agreed to by the Parties.

Amend the collective agreement by adding the following:

APPENDIX 35.2 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Labour Management Committees

The parties agree that to advance better relations between the parties, local level Labour Management Committees provide a forum for meaningful consultation.

Local Labour Management Committees shall meet upon request of either party at a mutually agreeable time and place. Stewards, and invited employees shall be granted leave without loss of pay to attend the Committee meeting(s) during scheduled work time, or shall receive regular straight-time wages for time spent attending meetings of the Committee outside regular work hours.

Discussions of an issue at Labour Management Committee meetings are without prejudice, and do not reduce the authority or legal right of either party.

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

APPENDIX 36.3 – LETTER OF AGREEMENT

Re: HSPBA 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 HSPBA Agreement, the total NCIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.

2. Unless otherwise specified in this LOA, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage-impacted benefits by 3%. For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.
3. For the purposes of this LOA, the value of any flexibility allocations and any increase to non-wage impacted benefits shall be determined in accordance with the following steps:
 - i. The value shall be calculated based on the percentage increase represented to the overall total compensation base, including non-wage-impacted benefits;
 - ii. The value in (i) above shall then be treated as the NCI value. For clarity, a 0.2% flexibility allocation shall be treated as a 0.2% NCI, notwithstanding the fact that a 0.2% flexibility allocation is applied to the overall compensation base and may be greater than a 0.2% increase to the W&WIB compensation base.
4. The sum of all GWIs and the flexibility allocation for the HSPBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the HSPBA shall also comprise of all other negotiated increases contained in the four-year 2025 HSPBA collective agreement, including the increases summarized in the appendix that shall be treated as NCIs for the purposes of this LOA. Paragraph 3 above does not apply to the increases summarized in the appendix.
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. Subject to paragraph 10 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat must be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 10 must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.
7. During the term of the 2025 HSPBA Agreement, PSEC Secretariat shall notify the HSPBA of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the LOA, the corresponding value of the net compensation increase it represents.
8. For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.30 per hour, \$400 per year, or 1% increase).
9. If this LOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 10.
10. Any disputes related to the interpretation, application, or alleged violation of this LOA, including any decisions made by the PSEC Secretariat in relation to it, may be referred directly to an arbitrator mutually agreed to by the parties.
11. This Letter of Agreement will be effective during the term of the 2025 HSPBA Agreement.

Amend Appendix 36.3 – Letter of Agreement Re: HSPBA Net Compensation Increases as follows:

- Enhanced Disability Management Representatives
- Union Stewards
- Professional Fees
- Portability of Benefits

- Professional Development Fund (Appendix 34)

Amend the collective agreement by changing the following:

APPENDIX 41 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE HEALTH SCIENCES PROFESSIONAL BARGAINING ASSOCIATION
(“HSPBA”)

Re: ~~Days Of Cultural Or Religious Significance Pilot Project Working Group~~

WHEREAS in follow up to the advancements made through the 2022-2025 Collective Agreement, the Parties wish to continue to support and promote the ability for flexible cultural or religious days of significance to employees; and

WHEREAS in the spirit of diversity, equity, decolonization, and inclusion, ~~t~~The Parties agree recognize that many of the current recognized holidays under Article 21 are centered around Christian and/or colonial holidays and are therefore not meaningful or significant to some employees in the bargaining unit; and ~~many of the diverse people in our societies.~~

WHEREAS In the spirit of equity, decolonization, and inclusion the Parties agree to strike continue the a Days of Cultural or Religious Significance Wworking Ggroup (the “Working Group”) to expand 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;.

THEREFORE, THE PARTIES AGREE THAT:

1. ~~(a)~~ The Wworking Ggroup will consist of six (6) participants as follows:
 - One (1) representative from HEABC;
 - ~~with three (3)~~ Two (2) representatives appointed by the Employer, at least one (1) of which will be a ~~Ssenior operational leader~~ Human Resources representative; and ~~with appropriate decision-making authority for the Employer, and~~
 - Three (3) representatives appointed by the ~~HSPBA Union~~, one (1) of which will be a Senior Union ~~Officer or their~~ representative, who has appropriate decision-making authority. ~~for the Union.~~

2. ~~(b)~~ The ~~W~~working ~~G~~group will ~~design and seek to implement a~~ continue to support the implementation of an expanded pilot project to allow employees of diverse faith or cultural backgrounds to exchange recognized holidays under Article 21 for days of significance to them. The purpose of this expansion is to provide additional employers an opportunity to evaluate utilization and impacts in designated areas/locations.
3. ~~(c)~~ The Working Group will meet within ninety (90) days of ratification of the ~~C~~ollective ~~A~~greement, and will ~~continue to meet quarterly, or as agreed to by the Working Group to monitor utilization and any identified impacts at designated employers. no less than once every ninety (90) thirty (30) days, or as agreed by the W~~working ~~G~~group.
4. The Working Group will oversee the following:
 - a) The expanded pilot project will ~~consider at least three (3)~~ include multiple areas/locations; ~~and~~ including at least one large, one small and one affiliate/community area/location, or as otherwise identified by the ~~W~~working ~~G~~group. The list of areas/locations of the expanded pilot project includes but is not limited to, and will be formally confirmed by the Working Group:
 - OSNS Child Development Centre
 - Children’s Therapy & Family Resource Centre (Thompson Nicola Family Resource Society)
 - Fort St. John Hospital and Peace Villa (Northern Health)
 - Northern Health Pharmacy Services (Northern Health)
 - Peace Arch Hospital (Fraser Health Staff)
 - Delta Hospital (Fraser Health Staff)
 - Professional Practice, Quality, Research, Learning and Access & Flow Practice (Fraser Health)
 - Penticton Regional Hospital (Laboratory, Medical Imaging and Pharmacy)
 - Quw’utsun Valley Hospital /Cowichan District Hospital (Vancouver Island Health Authority)
 - British Columbia Children’s Hospital and BC Women’s Hospital (Provincial Health Services Authority)

- b) The Working Group will ensure that the pilot project will commence at the three all designated areas/locations by September 30, 2026, in tandem with the employee vacation planning process January 1, 2024, or such other locations and date(s) as agreed by the Working Group, and will be implemented for the Article 21 Statutory Holidays for the following calendar year(s) January 1 – December 31 last for one (1) year.
- ~~e) The pilot project will include all recognized holidays under Article 21, subject to determination by the Working Group.~~
- c) The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.
- d) Employees may exchange up to four (4) recognized holidays under Article 21 annually.
- e) Employers will not incur additional costs as a result of participating in, implementing, and/or operationalizing the pilot project.
- f) 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.

Evaluation:

- 5. Following the conclusion of the pilot project on September 30, 2027, the Working Group will assess and evaluate the utilization and impacts effectiveness of the pilot project and report back to the parties on or before March 31, 2028.
- 6. During the evaluation period, designated areas/locations may continue to exchange days of cultural significance.
- 7. The Parties will review the results of the assessment and evaluation to discuss any outstanding issues, no later than May 31, 2028.
- 8. If the Parties are unable to agree to the resolution of outstanding issues, the Parties will engage the services of a mediator for assistance.

Implementation:

- 9. The pilot project will advance to full implementation effective September 30, 2028.

Amend the collective agreement by changing the following:

APPENDIX 42 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Article 20C Ceremonial, Cultural, Spiritual, and Bereavement, and Special Leave for Indigenous Employees

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

Definitions:

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

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

- Events commemorating missing and disappeared children and unmarked burials.
- February 14: Women’s Memorial March.
- May 5: Red Dress Day.
- October 4: National Day of Action for Missing and Murdered Indigenous Women, Girls, and Two-Spirit Plus People (MMIWG2S+).

“Family” and “immediate family” for the purposes of accessing Bereavement leave under Article 15 or Special Leave under Article 20 includes an Indigenous employee’s family as

defined by Article 15, as well as an Indigenous elder*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

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

- (a) ~~Effective April 1, 2022, a~~An Indigenous employee 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 practices event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 15 - Bereavement Leave and under Article 20.02 - Special Leave, as applicable (and per the expanded definition of "family" and "immediate family", above). ~~The number of days shall be increased to three (3) days per calendar year effective January 1, 2023 and five (5) days per calendar year effective January 1, 2024.~~
- (b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual practice event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of "immediate family," above).
- (c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual practices events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or practices events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

Amend the collective agreement by changing the following:

APPENDIX 43 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC ("HEABC")
and
THE ASSOCIATION

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 HSPBA 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. Where there is more than one qualified Indigenous candidate, Employers will consider, among other factors, the community or communities involved, and the patient/resident/client/service user population served by the position. Informed by a distinctions-based approach, considerations will be given to candidates' relationships, knowledge and/or experience with or in the communities or populations being served. The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.
 4. The parties agree that there may be new or existing positions that require lived experience, or knowledge of Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.
 5. 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 the Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

Amend the collective agreement by changing the following:

APPENDIX 44 – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Provincial Indigenous Specific Anti-Racism “ISAR” Committee

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.

~~By (date),~~ 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 Health Sciences Professionals. To that end, the parties will make

all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

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

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

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

Upon ratification, the Parties will make a joint recommendation to the Joint Health Science Benefits Trust (JHSBT) as follows:

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

Amend the collective agreement by adding the following:

APPENDIX XX – MEOMRANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

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 through relevant legislative commitments and protections to create more culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a “speak-up” culture in health care.

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

- takes a distinctions-based approach;

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

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;
- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

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

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

- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

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

Amend the collective agreement by adding the following:

APPENDIX XX - MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Indigenous Workforce Committee

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

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

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

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

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

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 employees in accessing cultural revitalization opportunities, including Indigenous language learning.

Therefore, the Parties agree to allocate, on a one-time-basis, \$400,000 (four-hundred thousand dollars) to establish an *Indigenous Cultural Revitalization Fund* (the “Indigenous Revitalization Fund” or “IRF”).

The IRF will be established following collaboration between the HSPBA 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 HSPBA to provide tangible support to Indigenous employees 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.

Employees 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, employees may apply to use their paid leave entitlements under Appendix 42 Ceremonial, Cultural, Spiritual, Bereavement, and Special Leave for Indigenous Employees or draw from their available vacation and overtime banks, as applicable, to take paid leave to attend programs offered under the IRF.

The HSPBA 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.

Amend the collective agreement by changing the following:

APPENDIX 46 -MEMORANDUM OF AGREEMENT
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Diversity, Equity and Inclusion Working Group

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in 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, 20259.
7. The Working Group's focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
 - ~~Develop terms of reference;~~
 - Engage and consult ~~stakeholders~~ interest holders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group's meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
 - Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;
 - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
 - The parties will continue to work cooperatively to support and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education, 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.~~

Amend the collective agreement by changing the following:

APPENDIX 48 – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

Re: Forensic Psychiatric Hospital Premium

WHEREAS:

- (a) PHSA, through its agency, BC Mental Health and Substance Use Services, operates the Forensic Psychiatric Hospital and six Regional Forensic Clinics (collectively, the "FPH").
- (b) The FPH treats and rehabilitates individuals who have come in conflict with the law and are deemed either unfit to stand trial or not criminally responsible on account of mental illness, per the *Criminal Code*.
- (c) PHSA and FHA employs HSPBA staff at the FPH.
- (d) Nurses employed at the FPH receive premium pay for working in Minimum and Medium security units and community settings, and greater premiums for working in Maximum, Multilevel security units.

- (e) The Parties wish to establish premiums applicable to HSPBA employees working at the FPH, in order to reflect the distinctive challenges associated with working with this unique population.

NOW THEREFORE the Parties agree as follows:

In recognition of the unique challenges associated with working in the FPH, effective date of ratification ~~PHSA~~the relevant Employer will pay an additional hourly premium to HSPBA employees working at the FPH on hours worked equal to:

a minimum of two percent (2%) of the straight-time hourly rate of pay for employees working at FPH

~~2% of the straight-time hourly rate of pay for employees working in Minimum and Medium security units and community settings; and~~

an adjustment to 4% of the straight-time hourly rate of pay for employees while working in Maximum and Multi-level security units, or who are accompanying a Maximum or Multi-level security patient on the FPH campus but off unit, after the employee has worked a minimum of ½ hour in the Maximum and Multi-level security unit during the shift, excluding employees in positions that have no duties requiring interaction with patients (e.g., working exclusively in administrative offices)

Incumbent employees in positions that have no duties requiring interaction with patients (e.g., work exclusively in the administrative offices) shall receive the 2% premium only while they occupy their current position. Any new employee who is hired into a position that has no duties requiring interaction with patients (e.g., work exclusively in administrative offices) shall not receive the premium, unless agreed to otherwise.

Designations of which units are Minimum, Medium, and Maximum/ Multi-level security for the purpose of applying section 1 above will be in accordance with the unit designations used for nurses employed in the FPH, which will be provided to HSPBA as updated.

Expanded premium entitlement as a result of the 2025-2029 Collective Agreement will be effective the first pay period as April 1, 2026.

~~The parties have carefully read the Agreement, understand its contents, and have voluntarily signed this Agreement below.~~

Amend the collective agreement by changing the following:

ATTACHMENT A

Worksites

This list is for reference purposes only and does not reflect the bargaining certificate.

Common Site Name	Legal Name	Location	Union
100 Mile District Hospital	Interior Health Authority	100 Mile House	HSA
100 Mile House Alcohol and Drug Services	Interior Health Authority	100 Mile House	BCGEU
Abbotsford Regional Hospital	Fraser Health Authority	Abbotsford	HSA
Aberdeen Hospital	Vancouver Island Health Authority	Victoria	HSA
Adanac Park Lodge	Vancouver Coastal Health Authority	Vancouver	HSA
Alberni Valley Drug and Alcohol Prevention Service	Alberni Valley Drug and Alcohol Prevention Service	Port Alberni	BCGEU
Alouette Addictions Services	Alouette Addictions Services Society	Maple Ridge	HSA
Arrow and Slocan Lakes Community Services	Arrow and Slocan Lakes Community Services	Nakusp	HSA
Arrow Lakes Hospital	Interior Health Authority	Nakusp	HSA
Arthritis Society	Arthritis Society - Societe D'Arthrite	Vancouver	HSA
Ashcroft and District General Hospital	Interior Health Authority	Ashcroft	HSA
B.C. Centre for Disease Control	Provincial Health Services Authority	Vancouver	BCGEU PEA
B.C. Women's Hospital and Health Centre	Provincial Health Services Authority	Vancouver	HSA
Barriere and District Health Centre	Interior Health Authority	Barriere	HSA

Common Site Name	Legal Name	Location	Union
Bastion Place	Interior Health Authority	Salmon Arm	HSA
BC Cancer – Abbotsford	Provincial Health Services Authority	Abbotsford	HSA
BC Cancer – Kelowna	Provincial Health Services Authority	Kelowna	HSA
BC Cancer – Prince George	Provincial Health Services Authority	Prince George	HSA
BC Cancer – Surrey	Provincial Health Services Authority	Surrey	HSA
BC Cancer – Vancouver	Provincial Health Services Authority	Vancouver	HSA
BC Cancer – Victoria	Provincial Health Services Authority	Victoria	HSA
Bella Coola General Hospital	Vancouver Coastal Health Authority	Bella Coola	HSA
Berkley Care Centre	Vancouver Coastal Health Authority	North Vancouver	HSA
Bloom Group, The	The Bloom Group Community Services Society	Vancouver	HEU
Boundary Hospital	Interior Health Authority	Grand Forks	HSA
Braemore Lodge	Interior Health Authority	Penticton	HSA
British Columbia's Children's Hospital	Provincial Health Services Authority	Vancouver	HSA
Brock Fahrni Pavilion	Providence Health Care Society	Vancouver	HSA
Brookhaven Care Centre	Interior Health Authority	Kelowna	HSA
Buchanan Lodge	The Governing Council of the Salvation Army in Canada	New Westminster	HSA
Bulkley Lodge	Northern Health Authority	Smithers	BCGEU
Bulkley Valley District Hospital	Northern Health Authority	Smithers	HSA
Burnaby Hospital	Fraser Health Authority	Burnaby	HSA

Common Site Name	Legal Name	Location	Union
Canadian Blood Services – Surrey Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Surrey	HSA
Canadian Blood Services – Vancouver Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Vancouver	HSA
Canadian Blood Services – Victoria Clinic	Canadian Blood Services (The)/Societe Canadienne du Sang	Victoria	HSA
Cariboo Memorial Hospital	Interior Health Authority	Williams Lake	HSA
Castlegar and District Community Health Centre	Interior Health Authority	Castlegar	HSA
Cedarview Lodge	Vancouver Coastal Health Authority	North Vancouver	HSA
Central Island Health Services Delivery Area – Community Health (Continuing/Public/ Mental), Home Support	Vancouver Island Health Authority	Central Vancouver Island	BCGEU PEA
Centre for Ability (The)	British Columbia Centre for Ability Association	Vancouver	HSA
Centre for Child Development	Centre for Child Development of the Lower Mainland	Surrey	HSA
Chase Medical Clinic	Interior Health Authority	Chase	HSA
Chemainus Health Care Centre	Vancouver Island Health Authority	Chemainus	HSA
Chénchenstway	Fraser Health Authority	Burnaby	HSA
Chetwynd Hospital and Health Centre	Northern Health Authority	Chetwynd	HSA
Child Development Centre of Fort St. John and District	Child Development Centre Society of Fort St. John and District	Fort St. John	HSA

Common Site Name	Legal Name	Location	Union
Child Development Centre of Prince George and District Association, The	Child Development Centre of Prince George and District Association, The	Prince George	HSA
Children's Therapy & Family Resource Centre	Thompson Nicola Family Resource Society	Kamloops	HSA
Chilliwack General Hospital	Fraser Health Authority	Chilliwack	HSA
CMHA, B.C. Division	Canadian Mental Health Association, B.C. Division	Vancouver	HSA
CMHA, B.C. Division (Victoria Office)	Canadian Mental Health Association, B.C. Division	Victoria	HSA
CMHA, Cariboo Chilcotin Branch	Canadian Mental Health Association, Cariboo Chilcotin Branch	Williams Lake	HSA
CMHA, Cowichan Valley Branch, 1992	Canadian Mental Health Association, Cowichan Valley Branch, 1992	Duncan	HSA
CMHA, Kamloops Branch	Canadian Mental Health Association, Kamloops Branch	Kamloops	HSA
CMHA, Lower Mainland Branch	Canadian Mental Health Association, Lower Mainland Branch	Vancouver	HEU
CMHA, Prince George Branch	Canadian Mental Health Association, Northern BC	Prince George	HSA
CMHA, Vernon and District Branch	Canadian Mental Health Association, Vernon and District Branch	Vernon	BCGEU
Coast Mental Health	Coast Foundation Society (1974)	Vancouver	HSA
Columbia View Lodge	Interior Health Authority	Trail	HSA
Community Action Initiative	Community Action Initiative Society of BC	Vancouver	HSA
Comox Valley Child Development Association	Comox Valley Child Development Association	Courtenay	HSA

Common Site Name	Legal Name	Location	Union
Cormorant Island Health Centre	Vancouver Island Health Authority	Alert Bay	HSA
Correctional Health Services	Provincial Health Services Authority	Vancouver	HSA
Cottonwoods Care Centre	Interior Health Authority	Kelowna	HSA
Cowichan District Hospital (Quw'utsun Valley Hospital)	Vancouver Island Health Authority	Duncan	HSA
Cranbrook Home Support Services	Interior Health Authority	Cranbrook	HSA
CRESST South Fraser	Fraser Health Authority	Surrey	HSA
Creston Valley Hospital	Interior Health Authority	Creston	HSA
Cumberland Health Centre	Vancouver Island Health Authority	Cumberland	HSA
David Lloyd-Jones Home	Interior Health Authority	Kelowna	HSA
Dawson Creek and District Hospital	Northern Health Authority	Dawson Creek	HSA
Delta Hospital	Fraser Health Authority	Delta	HSA
Dixon House	Dixon Transition Society	Burnaby	HSA
Dogwood Care Home	Vancouver Coastal Health Authority	Vancouver	HSA
Dr. F. W. Green Memorial Home	Interior Health Authority	Cranbrook	HSA
Dr. Helmcken Memorial Hospital	Interior Health Authority	Clearwater	HSA
Dunrovin Park Lodge Care Facility	Northern Health Authority	Quesnel	HSA
Eagle Park Health Care Facility	Vancouver Island Health Authority	Qualicum Beach	HSA
Eagle Ridge Hospital and Health Care Centre	Fraser Health Authority	Port Moody	HSA
East Kootenay Addiction Services Society	East Kootenay Addiction Services Society	Cranbrook	BCGEU

Common Site Name	Legal Name	Location	Union
East Kootenay Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Interior Health Authority	East Kootenay	BCGEU PEA
East Kootenay Regional Hospital	Interior Health Authority	Cranbrook	HSA
Echo Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Elk Valley Hospital	Interior Health Authority	Fernie	HSA
Elkford Healthcare Centre	Interior Health Authority	Elkford	HSA
Everywoman's Health Centre	Everywoman's Health Centre Society (1988)	Vancouver	HEU
Fellburn Care Centre	Fraser Health Authority	Burnaby	HSA
Fir Park Village	Alberni-Clayoquot Continuing Care Society	Port Alberni	HSA
Forensic Psychiatric Hospital	Forensic Psychiatric Services Commission	Coquitlam	BCGEU PEA
Forensic Psychiatric Regional Clinics – Kamloops	Forensic Psychiatric Services Commission	Kamloops	BCGEU PEA
Forensic Psychiatric Regional Clinics – Nanaimo	Forensic Psychiatric Services Commission	Nanaimo	BCGEU PEA
Forensic Psychiatric Regional Clinics – Prince George	Forensic Psychiatric Services Commission	Prince George	BCGEU PEA
Forensic Psychiatric Regional Clinics – Surrey	Forensic Psychiatric Services Commission	Surrey	BCGEU PEA
Forensic Psychiatric Regional Clinics – Vancouver	Forensic Psychiatric Services Commission	Vancouver	BCGEU PEA
Forensic Psychiatric Regional Clinics – Victoria	Forensic Psychiatric Services Commission	Victoria	BCGEU PEA

Common Site Name	Legal Name	Location	Union
Fort Nelson General Hospital	Northern Health Authority	Fort Nelson	HSA
Fort St. John Hospital and Peace Villa	Northern Health Authority	Fort St. John	HSA
Fraser Canyon Hospital	Fraser Health Authority	Hope	HSA
Fraser Lake Community Health Centre	Northern Health Authority	Fraser Lake	HSA
Fraser Valley Child Development Centre	Fraser Valley Child Development (1982) Society	Abbotsford	HSA
Fraser Valley Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	Fraser Valley	BCGEU PEA
G.F. Strong Rehabilitation Centre	Vancouver Coastal Health Authority	Vancouver	HSA
G.R. Baker Memorial Hospital	Northern Health Authority	Quesnel	HSA
George Derby Centre	George Derby Care Society	Burnaby	HSA
German Canadian Care Home	German-Canadian Benevolent Society of B.C.	Vancouver	HSA
Glacier View Lodge	Glacier View Lodge Society	Courtenay	HSA
Glengarry Hospital	Vancouver Island Health Authority	Victoria	HSA
Gold River Health Clinic	Vancouver Island Health Authority	Gold River	HSA
Golden and District General Hospital	Interior Health Authority	Golden	HSA
Gorge Road Hospital	Vancouver Island Health Authority	Victoria	HSA
Greater Victoria Drug and Alcohol Rehabilitation	Vancouver Island Health Authority	Victoria	BCGEU

Common Site Name	Legal Name	Location	Union
Haida Gwaii Hospital and Health Centre – Xaayda Gwaay Ngaaysdll Naay	Northern Health Authority	Daajing Giids	HSA
Haro Park Centre	Haro Park Centre Society	Vancouver	HSA
Heritage Village	Fraser Health Authority	Chilliwack	HSA
Holy Family Hospital	Providence Health Care Society	Vancouver	HSA
Houston Health Centre	Northern Health Authority	Houston	BCGEU HSA
Hudson's Hope Health Centre	Northern Health Authority	Hudson's Hope	HSA
Information Management Information Technology Systems (LMC)	Provincial Health Services Authority	Vancouver	HSA
Invermere and District Hospital	Interior Health Authority	Invermere	HSA
James Bay Community Project	James Bay Health and Community Services Society	Victoria	BCGEU
Kelowna General Hospital	Interior Health Authority	Kelowna	HSA
Kimberley Special Care Home	Interior Health Authority	Kimberley	HSA
Kinghaven Treatment Centre	Kinghaven Peardonville House Society	Abbotsford	BCGEU
KinVillage West Court	KinVillage Association	Delta	HSA
Kitimat General Hospital and Health Centre	Northern Health Authority	Kitimat	HSA
Kootenay Boundary Health Services Delivery Area – Community Health (Continuing/ Public/Mental)	Interior Health Authority	Kootenay Boundary	BCGEU PEA
Kootenay Boundary Regional Hospital	Interior Health Authority	Trail	HSA
Kootenay Lake Hospital	Interior Health Authority	Nelson	HSA

Common Site Name	Legal Name	Location	Union
Ksyen Regional Hospital	Northern Health Authority	Terrace	HSA
łúxválásu'ailas Heiltsuk Hospital	Vancouver Coastal Health Authority	Bella Bella	HSA
Lady Minto Gulf Islands Hospital	Vancouver Island Health Authority	Salt Spring Island	HSA
Ladysmith and District General Hospital	Vancouver Island Health Authority	Ladysmith	HSA
Lakes District Hospital and Health Centre	Northern Health Authority	Burns Lake	HSA
Langara Long Term Care	Providence Health Care Society	Vancouver	HSA
Langley Memorial Hospital	Fraser Health Authority	Langley	HSA
Lillooet Hospital and Health Centre	Interior Health Authority	Lillooet	HSA
Lina's Place	Pioneer Community Living Association	New Westminster	HSA
Lions Gate Hospital	Vancouver Coastal Health Authority	North Vancouver	HSA
Little Mountain Place	Vancouver Coastal Health Authority	Vancouver	HSA
Logan Lake Health Care Centre	Interior Health Authority	Logan Lake	HSA
Lookout Preschool	Centre for Child Development of the Lower Mainland	Delta	HSA
Louis Brier Home and Hospital	Jewish Home for the Aged of British Columbia	Vancouver	HSA
Lower Mainland Biomedical Engineering (LMC)	Providence Health Care Society	Lower Mainland	HSA
Lower Mainland Health Information Management (LMC)	Providence Health Care Society	Lower Mainland	HSA

Common Site Name	Legal Name	Location	Union
Lower Mainland Pathology & Laboratory Medicine Services (LMC)	Provincial Health Services Authority	Lower Mainland	BCGEU HSA
Lower Mainland Pharmacy Services (LMC)	Fraser Health Authority	Lower Mainland	CUPE HSA PEA
Mackenzie and District Hospital and Health Centre	Northern Health Authority	MacKenzie	HSA
Magnolia House	Vancouver Coastal Health	Vancouver	HSA
Maple Ridge Treatment Centre	Fraser Health Authority	Maple Ridge	BCGEU
Maplewood House	Maplewood Seniors Care Society	Abbotsford	HSA
McBride and District Hospital	Northern Health Authority	McBride	HSA
Millers Way	Pioneer Community Living Association	Burnaby	HSA
Mission Memorial Hospital	Fraser Health Authority	Mission	HSA
Mount Saint Joseph Hospital	Providence Health Care Society	Vancouver	HSA
Mount Saint Mary Hospital	Marie Esther Society, The	Victoria	HSA
MPA – Motivation, Power & Achievement Society	MPA – Motivation, Power & Achievement Society	Vancouver	HSA
N.O.N.A. Child Development Centre	North Okanagan Neurological Association	Vernon	HSA
Nanaimo Child Development Centre	Nanaimo Child Development Centre Society	Nanaimo	HSA
Nanaimo Community Mental Health Services	Vancouver Island Health Authority	Nanaimo	HSA
Nanaimo Regional General Hospital	Vancouver Island Health Authority	Nanaimo	HSA
Nats'oojeh Hospital and Health Centre	Northern Health Authority	Fort St James	HSA

Common Site Name	Legal Name	Location	Union
Nelson Jubilee Manor	Interior Health Authority	Nelson	HSA
New Vista Care Home	The New Vista Society	Burnaby	HSA
Nicola Valley Hospital and Health Centre	Interior Health Authority	Merritt	HSA
North Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	North Vancouver Island	BCGEU PEA
North Island Hospital, Campbell River	Vancouver Island Health Authority	Campbell River	HSA
North Island Hospital, Comox Valley	Vancouver Island Health Authority	Courtenay	HSA
North Shore Community Mental Health	Vancouver Coastal Health Authority	North Vancouver	BCGEU HSA PEA
North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	North Shore	BCGEU CUPE HSA PEA
North Shore/Coast Garibaldi Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Gibsons)	Vancouver Coastal Health Authority	Sunshine Coast	BCGEU PEA
Northeast Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Northern Health Authority	Dawson Creek	BCGEU PEA
Northern Haida Gwaii Hospital and Health Centre	Northern Health Authority	Masset	HSA

Common Site Name	Legal Name	Location	Union
Northern Interior Health Services Delivery Area – Community Health (Continuing/Public/Mental) Prince George	Northern Health Authority	Prince George	BCGEU PEA
Northern Interior Health Services Delivery Area – Community Health (Continuing/Public/Mental) Quesnel	Northern Health Authority	Quesnel	BCGEU PEA
Northwest Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Northern Health Authority	Terrace	BCGEU PEA
Oak Bay Kiwanis Pavilion	Oak Bay Kiwanis Health Care Society	Victoria	HSA
Oak Care Centre	Vancouver Coastal Health Authority	Vancouver	BCGEU HSA
Oceanside Health Centre	Vancouver Island Health Authority	Parksville	BCGEU HSA PEA
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Kelowna)	Interior Health Authority	Central Okanagan	BCGEU PEA
Okanagan Health Services Delivery Area – Community Health (Continuing/Public/Mental) (Vernon)	Interior Health Authority	North Okanagan	BCGEU HEU PEA
Okanagan Health Services Delivery Area – Community Mental Health Services & Alcohol and Drug Treatment Centre	Interior Health Authority	Revelstoke	HEU
Open Door Group	Open Door Social Services Society	Various	HSA

Common Site Name	Legal Name	Location	Union
Open Door/SIL Programs	Vancouver Island Health Authority	Duncan	BCGEU
OSNS Child Development Centre	Okanagan – Similkameen Neurological Society	Penticton	HSA
Overlander Residential Care	Interior Health Authority	Kamloops	HSA
Pacifica Treatment Centre Society	Pacifica Treatment Centre Society	Vancouver	BCGEU
Parkholm Place	Fraser Health Authority	Chilliwack	HSA
Parkview Place	Interior Health Authority	Armstrong	HSA
Peace Arch Hospital	Fraser Health Authority	White Rock	HSA
Peardonville House Treatment Centre	Kinghaven Peardonville House Society	Abbotsford	BCGEU
Pemberton Health Centre	Vancouver Coastal Health Authority	Pemberton	HSA
Penticton Regional Hospital	Interior Health Authority	Penticton	HSA
Phoenix Centre	Day One Treatment Society	Kamloops	BCGEU
Phoenix Society	Phoenix Drug & Alcohol Recovery and Education Society	Surrey	BCGEU
PHS Community Services	PHS Community Services Society	Vancouver	CUPE
Pioneer House	Pioneer Community Living Association	New Westminster	HSA
Pleasant Valley Health Centre & Pleasant Valley Manor	Interior Health Authority	Armstrong	HSA
Ponderosa Lodge	Interior Health Authority	Kamloops	HSA
Port Alberni Association for Children with Development Disabilities	Port Alberni Association for Children with Development Disabilities	Port Alberni	HSA

Common Site Name	Legal Name	Location	Union
Port Alice Health Centre	Vancouver Island Health Authority	Port Alice	HSA
Port Hardy Hospital	Vancouver Island Health Authority	Port Hardy	HSA
Port McNeill and Hospital	Vancouver Island Health Authority	Port McNeill	HSA
Prince Rupert Regional Hospital	Northern Health Authority	Prince Rupert	HSA
Princeton General Hospital	Interior Health Authority	Princeton	HSA
Priory Hospital	Vancouver Island Health Authority	Victoria	HSA
qathet General Hospital	Vancouver Coastal Health Authority	Powell River	HSA
Queen Alexandra Centre for Children's Health	Vancouver Island Health Authority	Victoria	HSA
Queen Victoria Hospital	Interior Health Authority	Revelstoke	HSA
Queen's Park Care Centre	Fraser Health Authority	New Westminster	HSA
Quesnel Addiction Services	Northern Health Authority	Quesnel	HEU
Quesnel and District Child Development Centre	Quesnel and District Child Development Centre	Quesnel	HSA
RainCity Housing	RainCity Housing and Support Society	Vancouver	BCGEU
Red Fish Healing Centre for Mental Health & Addiction	Provincial Health Services Authority	Burnaby	HSA
Ribbon Community	Ribbon Community Society	Vancouver	HSA
Richmond Addiction Services	Richmond Addiction Services Society	Richmond	HEU
Richmond Health Services Delivery Area – Public Health, Continuing Care, Community Care	Vancouver Coastal Health Authority	Richmond	BCGEU CUPE

Common Site Name	Legal Name	Location	Union
Richmond Hospital	Vancouver Coastal Health Authority	Richmond	HSA
Richmond Lions Manor	Vancouver Coastal Health Authority	Richmond	HSA
Ridge Meadows Child Development Centre	Ridge Meadows Child Development Centre Society	Maple Ridge	HSA
Ridge Meadows Hospital and Health Care Centre	Fraser Health Authority	Maple Ridge	HSA
Rosewood Manor	Richmond Intermediate Care Society	Richmond	HSA
Rotary Manor	Northern Health Authority	Dawson Creek	HSA
Royal Columbian Hospital	Fraser Health Authority	New Westminster	HSA
Royal Inland Hospital	Interior Health Authority	Kamloops	HSA
Royal Jubilee Hospital	Vancouver Island Health Authority	Victoria	HSA
Saanich Peninsula Hospital	Vancouver Island Health Authority	Saanichton	HSA
Sechelt shíshálh Hospital	Vancouver Coastal Health Authority	Sechelt	HSA
Shorncliffe	Vancouver Coastal Health Authority	Sechelt	HSA
Shuswap Lake General Hospital	Interior Health Authority	Salmon Arm	HSA
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	Burnaby	CUPE
Simon Fraser Health Services Delivery Area (Civic Employees)	Fraser Health Authority	New Westminster	CUPE

Common Site Name	Legal Name	Location	Union
Simon Fraser Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	New Westminster	BCGEU CUPE PEA
Slocan Community Health Centre	Interior Health Authority	New Denver	HSA
South Fraser Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Fraser Health Authority	Surrey	BCGEU PEA
South Island Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Island Health Authority	South Vancouver Island	BCGEU CUPE PEA
South Okanagan General Hospital	Interior Health Authority	Oliver	HSA
South Peace Child Development Centre	South Peace Child Development Society	Dawson Creek	HSA
South Similkameen Health Centre	Interior Health Authority	Keremeos	HSA
Sparwood Health Centre	Interior Health Authority	Sparwood	BCGEU HSA PEA
Squamish General Hospital	Vancouver Coastal Health Authority	Squamish	HSA
Squamish Speech and Language Services	Vancouver Coastal Health Authority	Gibsons	HSA
St. Bartholomew's Hospital	Interior Health Authority	Lytton	HSA
St. John Hospital	Northern Health Authority	Vanderhoof	HSA
St. Michael's Centre	St. Michael's Centre Hospital Society	Burnaby	HSA
St. Paul's Hospital	Providence Health Care Society	Vancouver	HSA
Stewart Health Centre	Northern Health Authority	Stewart	HSA

Common Site Name	Legal Name	Location	Union
Stikine Health Centre	Northern Health Authority	Dease Lake	HSA
Stuart Nechako Manor	Northern Health Authority	Vanderhoof	HSA
Summerland Health Centre	Interior Health Authority	Summerland	HSA
Summit at Quadra Village	Vancouver Island Health Authority	Victoria	HSA
Sun Pointe Village	Baptist Housing Care Homes Society, The	Kelowna	HSA
Sunnybank Centre	Interior Health Authority	Oliver	HSA
Sunset Lodge	The Governing Council of the Salvation Army in Canada	Victoria	HSA
Sunshine Coast Home Support	Vancouver Coastal Health Authority	Sechelt	HSA
Surrey Memorial Hospital	Fraser Health Authority	Surrey	HSA
Swan Valley Lodge	Interior Health Authority	Creston	HSA
Tahsis Health Centre	Vancouver Island Health Authority	Tahsis	HSA
Terraceview Lodge	Northern Health Authority	Terrace	BCGEU HSA
Thompson/Cariboo Health Services Area – Community Health (Continuing/Public/Mental) (Kamloops)	Interior Health Authority	Thompson Region	BCGEU PEA
Thompson/Cariboo Health Services Area – Community Health (Continuing/Public/Mental) (Williams Lake)	Interior Health Authority	Cariboo Region	BCGEU PEA
Three Links Care Centre	The Three Links Care Society	Vancouver	HEU
Tofino General Hospital	Vancouver Island Health Authority	Tofino	HSA

Common Site Name	Legal Name	Location	Union
Trail & District Hospice Palliative Care Program	Interior Health Authority	Trail	BCNU
Trillium Lodge	Vancouver Island Health Authority	Parksville	HSA
Trinity Care Centre	Interior Health Authority	Penticton	HSA
Tumbler Ridge Health Centre	Northern Health Authority	Tumbler Ridge	HSA
University Hospital of Northern BC	Northern Health Authority	Prince George	HSA
Valemount Community Health Centre	Northern Health Authority	Valemount	HSA
Vancouver Community Mental Health Services	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Detox	Vancouver Coastal Health Authority	Vancouver	BCGEU
Vancouver Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	Vancouver	CUPE
Vancouver Hospital, UBC Pavilions	Vancouver Coastal Health Authority	Vancouver	HSA
Vancouver Hospital, 12th & Oak Pavilions	Vancouver Coastal Health Authority	Vancouver	HSA
Vernon Jubilee Hospital	Interior Health Authority	Vernon	HSA
Victoria General Hospital	Vancouver Island Health Authority	Victoria	HSA
Victoria Rest Home	Victoria Rest Home Ltd.	New Westminster	HSA
Views at St. Joseph's, The	Providence Living Society	Comox	HSA
Village at Mill Creek	Baptist Housing Care Homes Society, The	Kelowna	HSA
Village at Smith Creek	Baptist Housing Care Homes Society, The	Westbank	HSA
Wenda's Place	Dixon Transition Society	Burnaby	HSA

Common Site Name	Legal Name	Location	Union
West Coast General Hospital	Vancouver Island Health Authority	Port Alberni	HSA
Whistler Health Care Centre	Vancouver Coastal Health	Whistler	HSA
Wicks Road Group Home	Vancouver Island Health Authority	Duncan	BCGEU
Williams Lake Alcohol and Drug Program	Interior Health Authority	Williams Lake	BCGEU
Willingdon Creek Village	Vancouver Coastal Health	Powell River	HSA
Wisteria House Program	Vancouver Island Health Authority	Duncan	BCGEU
Wrinch Memorial Hospital	Northern Health Authority	Hazelton	HSA
Youville Residence	Providence Health Care Society	Vancouver	HSA

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE HEALTH SCIENCES BARGAINING ASSOCIATION (“HSPBA” or the “UNION”)

Re: Methodology for Overtime Calculation

WHEREAS

The parties recognize that the work of Health Sciences Professionals is often critical in the care of patients, residents and clients, such that employees may work additional hours over and above their daily, weekly, and annual hours, at which employees are paid at overtime rates in accordance with Article 25; and

WHEREAS

The parties recognize there is benefit in reviewing the methodology and application of overtime for part-time and casual employees who work extended hour schedules and

work towards establishing a consistent formula to determine overtime calculations for part-time and casual employees.

THEREFORE

HEABC and HSPBA agree to establish a Review Committee within one hundred and twenty (120) days of ratification to consider the application of overtime to part-time and casual employees who work in extended-hour rotations, and to meet to exchange information and make recommendations for a methodology no later than March 31, 2027.

The Review committee will be composed of:

1. Three (3) employer representatives, including an HEABC staff member.
2. Three (3) HSPBA representatives.

The Review Committee will:

1. Identify and discuss challenges associated with the current practice of overtime calculations for part-time and casual employees.
2. Exchange relevant information and examples from member engagement.
3. Submit a written report to the parties, including joint recommendations where possible, on methodology for the calculation of overtime for part-time and casual employees working in extended-hour rotations.

The Review Committee will conclude no later than March 31, 2028.

This MOA expires on March 31, 2029, unless the parties mutually agree otherwise.

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (“HEABC”)

and

THE HEALTH SCIENCES BARGAINING ASSOCIATION (“HSPBA” or the “UNION”)

Re: Joint Review of Contracting In/Out of Health Science Professionals

- 1. The Parties agree to jointly review the use of contracting in/out of Health Science Professionals and develop and implement strategies to move towards eliminating the use of such contracts.**
- 2. The Parties confirm that they share a mutual commitment to, and common interest in, elimination of contracting in/out of the work of Health Science Professionals by any individual or agency by anyone providing services under a contract for service (“Contractor(s)”).**

Working Group

- 3. The parties agree to establish a provincial Contracting In/Out Working Group (“Working Group”) within sixty (60) days of ratification of the Collective Agreement and will develop terms of reference consistent with the objectives set out in sections 6 and 7 below.**
- 4. The Working Group shall meet at least quarterly over the term of the Collective Agreement.**
- 5. The Working Group shall consist of:**
 - a. 2 representatives from HEABC;**
 - b. 2 senior level representatives from HEABC member organizations;**
 - c. 4 representatives from HSPBA; and**
 - d. 1 representative from the Allied Health Policy Secretariat or, if unavailable, a Ministry of Health analyst specializing in Health Science Professional labour matters.**
- 6. Each party shall bear their own expenses as related to this committee.**

7. The Working Group shall:
- a. Investigate the current scope of contracting in/out of Health Sciences Professionals, which includes reviewing information provided by individual HEABC member employers (“Employers”), as outlined below, consultation with affected parties, and such additional inquiries the Working Group considers reasonably necessary to fulfill its mandate.
 - b. Request relevant additional non-proprietary information from Employers, HEABC, HSPBA, and the Ministry of Health which shall not be unreasonably refused.
 - c. Create recommendations aimed at finding medium and long- term solutions intended to move towards the elimination of the use of contracting in/out.
 - d. Create an annual synopsis of strategies which have been developed and/or implemented in moving towards reduction and elimination of contracting in/out including detailing any strategies that demonstrate any measure of success.
 - e. Submit a written report to the parties including findings concerning the use of contracting in/out of Health Science Professionals, and joint recommendations. This written report shall be submitted no later than September 30, 2028. Such report shall be shared with the Ministry of Health and Employers.

Reporting

- 8. Following each fiscal quarter, HEABC will provide to the HSPBA the quarterly report as already agreed upon between the parties, which includes non-proprietary information outlining utilization of the Contractor(s), and includes but is not limited to the specific professions, for each Employer.
- 9. The Working Group will meet with staff from HEABC within 120 days of ratification of the Collective Agreement to review available vacancy data and establish semi-annual vacancy reporting from Employers via HEABC, which may include:
 - a. The number of vacancies existing in each aggregated group as of the end of the month immediately preceding the reporting deadline.
 - b. Such other non-proprietary information as the Working Group may determine, from time to time, to be necessary to meet the objectives and commitments set out in paragraphs 1 and 2 above,

and will be aggregated by profession, classification profile, and site or geographic region where available.

Where contracting in/out exists

10. Subject to reasonable concerns and/or employer policies respecting fatigue, all available shifts must be offered to bargaining unit staff as per the HSPBA Collective Agreement prior to scheduling of Contractors.
11. Where reasonable, the Employer will identify in advance to the Union where they believe it necessary to contract in/out and provide the Union a reasonable opportunity to propose options to reduce or avoid such contracting in/out.
12. The Parties agree that where an HEABC member Employer engages a Contractor to perform Health Science Professional services routinely provided by members of the Health Sciences Professional Bargaining unit, union dues will be payable to the applicable constituent union of the HSPBA.
13. Employers are required to pay dues based on the following formula:

 hours worked by Contractors x Step 5, P1 (or equivalent) wage rate for the applicable profession x dues percentage as identified by the applicable constituent union
14. Union dues are not payable where an Employer has engaged in genuine contracting out of a service as permitted by Article 14.04 of the collective agreement.
15. The parties agree that contractors will not supervise or otherwise direct the work of HSPBA members.
16. Where contracting in and out exists, Employers shall ensure vacant positions be continuously posted until filled.
17. Where requested by the Union, Employers will add a dedicated agenda item to a Strategic Relations, Labour-Management or similar meeting to discuss the use of Contractors for Health Science Professional positions, including a review of information provided in the quarterly utilization reports.

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF UNDERSTANDING

between:

MINISTRY OF HEALTH (MOH)

and:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (the “Employer(s)”)

and:

HEALTH SCIENCE PROFESSIONALS BARGAINING ASSOCIATION (“HSPBA” or the “Union”)

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

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

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

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

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

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

THEREFORE, the parties agree:

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

2. MOH commits to continue providing wage leveling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria, MOH retains the ability to end wage leveling on ninety (90) days notice.
3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage leveling funding is contingent on no subcontracting of work currently performed by unionized staff.
4. MOH will coordinate with the Public Sector Employers' Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.
5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the HSPBA within ninety (90) days of ratification or as soon as possible.
6. Within ninety (90) days of ratification, HEABC and HSPBA will meet to negotiate a template Transition Agreement for the transition of employees of new HEABC members in the Health Sciences Professionals bargaining unit in the HSPBA 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.

In alignment with the transition schedule, MOH will submit periodic requests to Government to amend the Health Care Employers Regulation.

Amend the collective agreement by adding the following:

APPENDIX XX – MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)

and

THE ASSOCIATION

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

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

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

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

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

Amend the collective agreement by adding the following:

APPENDIX XX – LETTER OF INTERPRETATION
between
HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)
and
THE ASSOCIATION

Re: Regional Joint Occupational Health and Safety Committees Pilot

For the purposes of clarifying and supplementary to the provisions of the above noted MOA, the Parties further agree that:

1. MOA references to the “OHS, PHS and VP policies and procedures” and “OHS, PHS and VP training implementation” shall be interpreted to apply to any employer-wide policies and procedures involving or impacting workplace physical or psychological health and safety issues or workplace hazards.
2. All pilot project effectiveness assessments and decisions regarding the continuation of the Regional OHS Committee shall be made by the Committee in keeping with the decision making model in their Terms of Reference, in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees (May 16, 2024 – Page 20 and Table 1).

APPENDIX XX – APPENDIX DELETIONS AND RENUMBERING

Amend the collective agreement by deleting the following Appendices and leaving a placeholder for them in the numbering system:

Appendix 1

Appendix 4

Appendix 6

Appendix 17

Appendix 19

Appendix 21.3

Appendix 24

Appendix 25

Appendix 27

Appendix 49

Appendix 50

APPENDIX XX – HOUSEKEEPING

The parties agree to make all necessary housekeeping changes to the Collective Agreement based on the following conventions:

The Table of Contents and Index will be updated fully.

All defined terms shall be Capitalized throughout the Collective Agreement.

The first time any acronym is used, it will be spelled out, with the acronym following in brackets. i.e. Joint Health Science Benefit Trust (JHSBT).

Numbers will be written, and then included numerically in brackets, with double digit numbers hyphenated. i.e. two hundred and fifty-five (255).

Percentages will be written out in full then included numerically in brackets. i.e. thirty percent (30%).

Dollar amounts will be written out in full, then included numerically in brackets without cents unless required. i.e. two hundred and fifty dollars (\$250).

Dates will have the month spelled, and the date in numeral with a comma before the year. i.e. October 6, 2014.

Distances will be written in Kilometres, one hundred Kilometres (100km).

The formatting will be updated to be consistent. i.e. the lists at 3.02 Part-Time Benefit Entitlement and 3.03 (vii) will be updated.

All multiplier will be written as number times, and then included numerically in brackets. i.e. two times (2x).

Periods will be removed from within brackets to outside brackets, unless there is a full sentence contained within them.

Days and months and week’s notice all require apostrophes.

The Collective Agreement shall refer to itself as the Collective Agreement.

Where Collective Agreement articles are referred to, they should say Article and anywhere we refer to Classifications Manual or Maintenance Agreement articles we refer to them specifically.

Where e.g. or i.e. is used, the commas that follow will be removed.

Words or phrases which ought to be hyphenated will be each time, i.e. full-time, part-time, straight-time, time-to-time, lay-off, laid-off, service-based, cut-off.

Any changes as required to correct spelling, punctuation, grammar or other errors.

CLASSIFICATION MANUAL

Amend the collective agreement by changing the following:

8. Supervisory/Leadership Compensation

8.3 Supervisory/Leadership salary structure (based on the number of FTE supervised as outlined in the table below) will be reviewed on the following reference dates: March 31, June 30, September 30, and December 31. A change in Ssalary Structure occurring as a result of a change in the number of FTE will be made on the day following the reference date, i.e., on either April 1, July 1, October 1, or January 1.

FTE Supervised	Up to 8 FTE	More than 8 FTE Up to 16 FTE	More than 16 FTE Up to 24 FTE	More than 24 FTE
<u>S</u> alary <u>S</u> tructure	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>

8.5 ~~Article 11.3 of the Maintenance Agreement shall not apply to adjustments made on the basis of changes to the number of FTE supervised.~~

Changes as a result of Classification Manual 8.3 are not considered a Promotion or Demotion. An adjustment to a higher Salary Structure will be made in accordance with Article 10.02. An adjustment to a lower Salary Structure will not be subject to Maintenance Agreement 11.3.

Amend the collective agreement by changing the following:

10. Qualification Differential

10.1 Qualification differential will be paid for the highest qualification held, subject to the following:

- (a) The qualification must be utilized in the normal course of duties.
- (b) The qualification differential shall not be paid where the qualification forms part of the requirement for licensure, registration, or other authorization to practice in the particular profession.
- (c) The qualification differential shall not be paid where the qualification forms part of the requirement for entry into a particular classification and its salary structure within the respective profession.

Advanced Certification or Advanced Registered Technologist \$100.00 per month.

Post Entry to Practice Baccalaureate degree \$100.00 per month.

Post Entry to Practice Baccalaureate degree plus Advanced Certification or Advanced Registered Technologist \$115.00 per month.

CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management \$25.00 per month.

F. (C.A.M.R.T.) or F.C.S.M.L.S. \$125.00 per month.

Post Entry to Practice Graduate degree \$125.00 per month.

- (d) Qualifications must be Canadian standard or equivalent as recognized by relevant professional associations or appropriate post-secondary institutions

10.2 Effective the first pay period after April 1, 2027, an employee working in a P1 Social Work (SW) position or in a P1 Disciplines Allied to Social Work (DASW) position who holds a Master's Degree qualification outlined below that is utilized in the normal course of their duties shall be paid a qualification differential of \$125 per month.

The following Master’s Degrees, or an equivalent Master’s Degree where recognized by the appropriate regulatory body or professional association, are eligible for such qualification differential:

- Masters of Social Work
- Masters of Clinical Counselling
- Masters of Counselling Psychology
- Masters of Educational Psychology

10.3 Effective the first pay period after April 1, 2026, a Pharmacist in a P1 position who has completed a Year One Residency is entitled to a qualification differential of \$250 a month.

A Pharmacist in a P1 position that requires completion of a residency or equivalent, but who has not completed a residency, will, effective the first pay period after April 1, 2026, receive a qualification differential of \$250 a month. Any Pharmacist hired after March 31, 2029 who has not completed a Residency is not entitled to a qualification differential.

Amend the collective agreement by deleting the following:

~~ARTICLE 11 – EMPLOYEES Q.N.R.~~

~~11. — Employees Q.N.R.~~

~~11.1 — The Employer agrees to give Qualified Registered Applicants first consideration in filling vacancies.~~

~~11.2 — Employees, including casuals, employed as Qualified Not Registered Employees shall be paid ten percent (10%) less than the rate for the appropriate classification shown in the wage schedules.~~

~~11.3 — Employees on staff prior to the date of certification and employed as Qualified Not Registered Employees shall be paid according to the rates for the appropriate classification shown in the wage schedules unless the employee's wage rate is covered by a separate memorandum.~~

~~11.4 — The parties agree that the wage rates of present Q.N.R. employees shall not be changed by the application of this provision.~~

~~11.5 — When an employee is awaiting registration, the employee shall receive ten percent (10%) less than the rate for the appropriate classification shown in the wage schedules. On obtaining registration there shall be a retroactive pay adjustment to the appropriate~~

~~rate for the classification, and the employee shall be paid to the date of employment for a period not greater than twelve (12) months. The portability provisions of this Agreement do not apply to this twelve (12) month period for purposes of the retroactive pay adjustment.~~

Amend the collective agreement by changing the following:

11.12. Trainee and Intern Positions Training Jobs

~~12.1 The following is the list of known Trainee positions:~~

- ~~a) Anesthesia Assistant Trainee;~~
- ~~b) Orthotics Technician Trainee;~~
- ~~c) Prosthetics Technician Trainee;~~
- ~~d) Radiology Service Technologist Trainee~~
- ~~e) Radiation Therapy Service Technologist Trainee;~~
- ~~f) Seating Devices Technician Trainee.~~

~~12.2 The following is the list of known Intern positions:~~

- ~~a) Orthotics Intern;~~
- ~~b) Prosthetics Intern.~~

~~11.1-12.3 Trainee, and Intern positions shall be paid~~ The list of known training jobs and their Salary Structures is as follows:

- ~~a) Anesthesia Assistant Trainee - 7.6% less than the P1 Anesthesia Assistant level;~~
- ~~g) Orthotics Intern Resident – 15.2% less than P1 Orthotist;~~
- ~~b) Orthotics Technician Trainee - 7.6 % less than P1 Orthotics Technician level;~~
- ~~d) Pharmacy Resident Year 1 – 15.2% less than P1 Pharmacist;~~
- ~~e) Pharmacy Resident Year 2 – 15.2% less than P2B(S) Pharmacist.~~
- ~~h) Prosthetics Intern Resident – 15.2% less than the P1 Prosthetist;~~
- ~~g) Prosthetics Technician Trainee – 7.6% less than P1 Prosthetics Technician level;~~
- ~~e) Radiation Therapy Service Technologist Trainee – 3.8% less than P1 Radiation Therapy Service Technologist level;~~

d) Radiology Services Technologist Trainee – 3.8% less than P1 Radiology Services Technologist level;

f) Seating Devices Technician Trainee– 7.6% less than P1 Seating Devices Technician level;

~~11.2-12.4~~ Any newly established ~~trainees, intern,~~ training jobs and any existing ~~trainee, intern, training~~ jobs not set out in 11.1 12.1, or 12.2 shall be determined under ~~Article 7 of the Maintenance Agreement 7.~~ Failing agreement, the Parties shall refer the matter to binding arbitration pursuant to ~~section 9 of the Maintenance Agreement 9.~~

Amend the collective agreement by changing the following:

a. 12. Definitions

Position: a group of duties and responsibilities regularly assigned to one person.

Job: one or more positions performing essentially the same duties, similar scope, and level of responsibility, and required qualifications covered by the same job description.

~~Salary Structure: the wage grid level of a wage schedule of the collective agreement that is assigned to any given Health Science Professional job in accordance with its classification.~~

MAINTENANCE AGREEMENT

Amend the collective agreement by changing the following:

6. Job Descriptions

6.2 All job descriptions must be drafted in a similar format to include the job title, the profile against which the job has been classified (including, in the case of a Supervisory/Leadership Classification, the Salary Structure, which may be expressed as a letter or range), ~~the wage grid level~~, the applicable wage schedule, the workplaces at which the job description is in use, the date the job description was created, the date(s) the job description was revised if applicable, a job summary, a listing of the typical duties, and the qualifications required to perform the job.

Amend the collective agreement by changing the following:

7. Classification of New Jobs

- 7.2 Within twenty (20) calendar days of the creation of a new job, the Employer will submit the new job description to the Union together with the corresponding proposed Classification and Ssalary Structure.

Submissions of job descriptions classified to Supervisory/Leadership Profiles shall also include the Classification of the highest subordinate position and the range and/or current number of FTE supervised.

Amend the collective agreement by changing the following:

8. Changes to Existing Jobs

- 8.1 Where the Employer makes a material change to an existing job, the Employer will revise the job description and compare it to the Profiles (together with the corresponding Classification Manual, and any other application and interpretation documents mutually agreed to) to determine the appropriate Classification and corresponding Ssalary Structure for the job.

- 8.2 Within twenty (20) calendar days of a change to an existing job, the Employer will submit the revised job description to the Union together with the corresponding proposed Classification and Ssalary Structure.

Submissions of job descriptions classified to Supervisory/Leadership Profiles shall also include the Classification of the highest subordinate position and the range and/or current number of FTE supervised.

- 8.3 If the Union does not object in writing within twenty-eight (28) days of receipt of a revised job description, the Classification and Ssalary Structure shall be considered as established effective the date that the existing job was materially changed.

- 8.4 Where a changed job (or jobs) does not fall within an existing professional grouping, HEABC (on behalf of the Employer) shall:

(a) propose an addition of the profession to an existing professional grouping;

(b) propose a new professional grouping and corresponding new P1 Profile; or,

(c) if a job is anomalous/unique, propose a separate memorandum to the Union;

after which the new Ssalary Structures for the profession (across all Profiles that apply to the changed job or jobs), or the anomalous/unique job shall be

established. HEABC and HSPBA shall meet and attempt to reach agreement on the above within sixty (60) calendar days.

8.5 Maintenance Agreement 8.2 shall not be applied when a change in Salary Structure occurs as a result of a change in the number of FTE supervised.