

**CONFIDENTIAL**



**2022 - 2025**

**Health Services and Support –  
Community Subsector  
Collective Agreement:  
Summary of Collective Agreement  
Changes**

February 2023

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**PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Health Services and Support – Community Subsector on January 15, 2023. This document provides the new or changed provisions of the collective agreement.

## **Gender Neutral Terms**

### Changing Collective Agreement Language

The parties agree to amend the entire CBA Collective Agreement by deleting all gender specific pronouns and terms replacing them with gender neutral pronouns and terms as follows:

- “he/she” will be changed to “they”
- “his/hers” will be changed to “their”
- “him/her” will be changed to “them”

The parties agree to amend the entire CBA Collective Agreement by deleting all references to “Maternity Leave” and replacing those words with “Pregnancy Leave” on the understanding that this is a housekeeping change that does not extinguish the tie to relevant Federal and Provincial Legislation where the word ‘Maternity’ is used.

In addition to the changes listed above, Article 20 will be amended as follows:

#### Article 20 – Special and Other Leave

##### Definition of immediate family for Article 20 (Special and Other Leave):

is an employee's parent, stepparent, spouse, common-law spouse, grandparent, grandchild, child, stepchild, ~~brother, sister, sibling, father-in-law, mother-in-law, parent-in-law, son-in-law, daughter-in-law, child-in-law,~~ legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

#### Article 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member. Bereavement leave shall not exceed three working days.

In the event of the death of the employee's ~~brother-in-law, sister-in-law, sibling-in-law,~~ the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

#### 20.3 Special Leave

(2) ~~paternity~~ parental leave for a non-birthing parent – one day;



Article 21 will be amended as follows:

21.2 Parental Leave

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

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

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

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

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

## **Maternity to Pregnancy**

### Changing Collective Agreement Language

The parties agree to amend the entire CBA Collective Agreement by deleting all gender specific pronouns and terms replacing them with gender neutral pronouns and terms as follows:

- “he/she” will be changed to “they”
- “his/hers” will be changed to “their”
- “him/her” will be changed to “them”

The parties agree to amend the entire CBA Collective Agreement by deleting all references to “Maternity Leave” and replacing those words with “Pregnancy Leave” on the understanding that this is a housekeeping change that does not extinguish the tie to relevant Federal and Provincial Legislation where the word ‘Maternity’ is used.

In addition to the changes listed above, Article 20 will be amended as follows:

#### Article 20 – Special and Other Leave

Definition of immediate family for Article 20 (Special and Other Leave):

is an employee's parent, stepparent, spouse, common-law spouse, grandparent, grandchild, child, stepchild, ~~brother, sister, sibling, father-in-law, mother-in-law, parent-in-law, son-in-law, daughter-in-law, child-in-law,~~ legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

#### Article 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member. Bereavement leave shall not exceed three working days.

In the event of the death of the employee's ~~brother-in-law, sister-in-law, sibling-in-law,~~ the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

#### 20.3 Special Leave

(2) ~~paternity~~ parental leave for a non-birthing parent – one day;

Article 21 will be amended as follows:

21.2 Parental Leave

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

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

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

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

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

### Schedule B – Wage Schedule

Amended Collective Agreement Language

#### **General Wage Increases**

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

April 1, 2019	2.0%
April 1, 2020	2.0%
April 1, 2021	2.0%

~~\*Note: After the amount of each Economic Stability Dividend is determined, a new wage scale will be produced.~~

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

- The average increase of 4.24% consists of a \$0.25 per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.

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

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

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

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

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

## **Schedule B – Wage Schedules**

Amend Collective Agreement Language

### **Low Wage Redress**

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

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

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

The above review must be completed ~~before November 30, 2018~~ within 6 weeks of ratification.

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

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

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

Dispute Resolution

- The parties agree that any disputes arising from this review will be referred to Arbitrator Vince Ready who will issue a decision as soon as possible ~~no later than January 30, 2019.~~
- The Arbitrator is bound by the principles and the funding limits and the effect of his/her decision cannot exceed the \$13 million ongoing costs specified above

**Memorandum of Agreement (new) – Elimination of Step 1**

New Collective Agreement Language

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

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

## **Memorandum of Agreement (new) – Re: Cost of Living Adjustment**

### New Collective Agreement Language

#### Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

#### April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.



**2022-2025 Community Subsector Collective Agreement  
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February 2023**

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April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

## Letter of Understanding #1 – Public Sector Wage Increases

Revised Collective Agreement Language  
~~Wage Re-Opener~~

~~The collective agreement being negotiated is being negotiated in accordance with the PSEC Mandate established by government for the current collective bargaining.~~

~~The HEABC agrees to provide a letter to the Community Bargaining Association stating that, in the event that government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Community Bargaining Association collective agreement arising from the current collective bargaining, the bargaining association will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.~~

~~This opportunity to renegotiation will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.~~

### **Re: Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.

This MOA will be effective during the term of the Collective Agreement.

## **Article I – Preamble**

Revised Collective Agreement Language

### **I New**

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

#### **I.1. Purpose of the Agreement**

[...]

Revised Collective Agreement Language

### **I.5 Harassment**

#### **I.5 Discriminatory Harassment**

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

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

(c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia including: Indigenous identity, age, race, sex, sexual orientation, ancestry, place of origin, colour, religion, physical or mental disability, marital status, family status, political beliefs, gender identity or expression or conviction of a criminal or summary offence unrelated to employment;(d)Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

Revised Collective Agreement Language

### **1.7 Procedure for Filing Complaints**

(a) – (d) Maintain Current Language

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

Revised Collective Agreement Language

### **1.8 Respectful Workplace**

The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment. The parties agree to maintain such an environment. To this end, each employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. These policies will be accessible to staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process. Employees who report a complaint under such a policy may bring a support person (who may be a union steward) to an interview conducted by the employer as part of any formal investigation undertaken by the employer in response to the complaint so long as this does not result in an undue delay to the investigation process. Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.

New Collective Agreement Language

### **1.9 Trans Inclusion**

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

## Article 2 – Union Recognition and Rights

Revised Collective Agreement Language

### 2.6 Recognition and Rights of Stewards

(a) to (d) remains the same

(e) ~~Community Health Workers~~ Where the steward attends a meeting with the Employer at the request of the Employer and/or in accordance with Article 10.6 (Right to Have Steward Present) or Article 13.2 (Definition of Displacement), and the meeting is outside the steward's scheduled hours, the steward shall be paid his/her regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.

Revised Collective Agreement Language

### 2.10 Time Off for Union Business

(a) to (e) Maintain Current Language

(f) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a), (b) or (c) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld and a response to the leave request shall not be unreasonably delayed.

(g) Any denial of a leave of absence related to this article shall be provided in writing electronically to the member at the time the leave is denied stating the reasons for the denial. Any grievance related to such a denial may be submitted directly at Step 3 of the grievance process.

## **Article 5 – Employer and Union to Acquaint New Employees**

### Revised Collective Agreement Language

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
  - (1) The name, location and work telephone number (if applicable) of the steward; and non work email address(es) of the steward as provided to the Employer in (c); and
  - (2) an authorization form for union dues check-off.
- (c) The Union will provide the Employer with an up-to-date list of stewards' names, work locations, work telephone numbers (if applicable) and non-work email address(es) in order that the Employer may meet its obligation in (b)(1) above.
- (d) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.
- (e) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

Where the Employer conducts a group orientation for new employees, the meeting with the steward may take place during the orientation. Such meetings shall not exceed 30 minutes. Stewards will be given at least 24 hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Article 7.5(b) (Union/Management Committee).

A steward may opt to conduct a union orientation either virtually or in person. Virtual orientations are subject to the employer having virtual meeting capabilities.

- (f) The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

## Article 8 – Grievances

Revised Collective Agreement Language

### 8.13 ~~Investigator~~ Troubleshooter Process

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

- |                               |                               |
|-------------------------------|-------------------------------|
| • <del>Bob Pekeles</del>      | • <del>Jean Gordon</del>      |
| • Chris Sullivan              | • <del>Colin Taylor, QC</del> |
| • Judi Korbin                 | • Dalton Larson               |
| • <del>Vincent L. Ready</del> | • Paula Butler                |
| • <u>Yuki Matsuno</u>         | • <u>Sara Forte</u>           |

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

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

within 14 calendar days of the date of receipt of the request and for those 14 calendar days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to the ~~Investigator~~Troubleshooter only after the completion of Step Three of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

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



## **Article 9 – Arbitration**

Revised Collective Agreement Language

### **Classification Dispute Resolution Process**

9.1 The Classification Referee(s), Julie Nichols ~~Jean Gordon~~, Chris Sullivan, and Judi Korbin, shall be mutually agreed to by the HEABC and the Association. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another Classification Referee may be named.

9.2 – 9.9 – Maintain current language

Revised Collective Agreement Language

### **9.2 Assignment of Arbitrator**

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

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

(c) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced. An arbitrator may be removed from or added to the list by mutual agreement.

(d) List of named arbitrators:

- Chris Sullivan
- Ken Saunders
- Vincent L. Ready
- Judi Korbin
- Mark Brown
- Corrin Bell
- Koml Kandola
- Bob Pekeles
- Jacquie de Aguayo
- John Hall

Revised Collective Agreement Language

**9.8 Expedited Arbitration**

(a) to (m) – Maintain Current Language

(n) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.

- ~~Bob Pekeles~~
- Mark Brown
- ~~Vincent L. Ready~~
- Julie Nichols
- ~~John McConchie~~
- Ken Saunders
- Corrin Bell
- ~~Jessica Gregory~~
- Judi Korbin
- Chris Sullivan
- ~~Stan Lanyon, QC~~
- Koml Kandola
- Paula Butler
- Tonie Beharrell
- Elaine Doyle
- Allison Matacheskie
- Jacquie de Aguayo

(o) to (p) Maintain Current Language

Revised Collective Agreement Language

**9.9 Suspension Over 10 Days or Termination Hearing**

~~(a) Within two weeks after an arbitrator has been assigned under Article 9.2 (Assignment of Arbitrator) the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.~~

~~(b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Article 9.2 (Assignment of Arbitrator).~~

(a) Following completion of the process in Article 8.9 for a grievance that pertains to a termination or suspension of greater than ten (10) days, either party may refer the grievance to the fast-track arbitration process. Upon receipt of either party's notification of referral to the fast-track process, the Parties shall select an arbitrator from the list of arbitrators in Article 9.2(d).

(b) Unless the Parties agree otherwise, the fast-track arbitration process shall consist of two stages that will both be conducted by the appointed fast-track arbitrator:

1. a one-day mediation and case management session; and
2. where required, an arbitration on the merits of the Grievance.

(c) Upon receiving the referral, the arbitrator will set mutually agreeable dates for both stages set out in (b)

## **Article 10 – Dismissal, Suspension and Discipline**

Revised Collective Agreement Language

### **10.6 Right to Have Steward Present**

(a) An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, of the purpose of the meeting, at least 24 hours in advance and of her/his right to have a shop steward present, providing that this does not result in an undue delay of the appropriate action being taken.

## Article 11 – Seniority

Revised Collective Agreement Language

### 11.1 Seniority Defined

The parties agree to amend the collective agreement to reflect administrative changes in the Workers Compensation Act. Specifically Articles 11.1, 28.4 and 29.4 shall be amended to reference Sections 191 or 192 instead of Sections 29 or 30.

Revised Collective Agreement Language

### 11.2 Seniority List

(a) A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year. Employers that use an electronic seniority list will make an updated seniority list available to employees every three months as of the last date of the payroll period immediately prior to January 1st, April 1st, July 1st, and October 1st.

New Collective Agreement Language

### 11.6 Previous Experience

Where a new employee does not qualify for wage increment step under Article 11.4, the Employer may recognize previous experience on the basis of one (1) year for every one (1) year of recent relevant experience within the previous seven (7) years for increment step placement on the wage grid.

## **Article 12 – Job Postings**

Revised Collective Agreement Language

### **12.1 Job Postings and Applications**

The changes to this article are effective the first pay period after the Implementation Date in the Health Authority Wide Seniority Consolidation MOA. Until that date, the previous language from the April 1, 2019 to March 31, 2022 collective agreement shall apply.

#### **12.1 Job Postings and Applications**

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

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

- i. The Union and Employer agree; or
  - ii. After holding two temporary vacancies in a calendar year, any subsequent temporary vacancy is 0.2FTE or more greater than the employee's regular position.
3. A casual employee shall only be entitled to hold two temporary vacancies in one calendar year unless:
- i. The Union and Employer agree; or
  - ii. The employee is applying to a temporary vacancy that is 0.2FTE or more greater than the employee's current temporary vacancy; or
  - iii. The employee is applying to a temporary vacancy that is expected to have a longer duration at the commencement date of the position than the remaining amount of time in the employee's current temporary vacancy.

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

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

(e) Community Health Workers

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

(I) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more hours exist for three consecutive months and can be scheduled within the following parameters:

- (i) up to five consecutive days of work; and
- (ii) a definable period of availability as per Article 15.3 (b) (Shift Schedules);
- (iii) geographic location.

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

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

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

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

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

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

Revised Collective Agreement Language

### **12.3 Job Posting Process and Regional Postings**

The changes to this article are effective the first pay period after the Implementation Date in the Health Authority Wide Seniority Consolidation MOA. Until that date, the previous language from the April 1, 2019 to March 31, 2022 collective agreement shall apply.



### Article 12.3 – Job Posting Process and Regional Postings

(a) Regular ongoing vacancies will be filled as set out below:

~~Step One (All Employers): A regular ongoing vacancy is to be posted at the collective agreement employer where the vacancy originates. All employees of that employer in the Community Subsector, including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to the provisions of Article 12.9 (Selection Criteria). There is no requirement for "automatic" consideration of displaced or laid off employees.~~

~~Step Two (Health Authority Amalgamated Employers only): If the position is not filled through Step One above, it is an unfilled vacancy and is available to displaced employees throughout the Dovetailed Seniority List Area as per BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area ("DSL") means the geographic area in which a single Dovetailed Seniority List applies, as identified in BCLRB Decision No. B274/2002. The Dovetailed Seniority List Area for a particular geographic area may be subject to change. The selection decision of the Employer will be made in accordance with Article 12.9 (Selection Criteria).~~

~~Step Three (Health Authority Amalgamated Employers only): If the position is still not filled through Step One and Step Two above, laid off employees throughout the DSLA are recalled to the vacancy as per BCLRB Decision No. B274/2002.~~

~~Step Four (All Employers): If the vacancy is unfilled after Step Three above, the following Regional Posting process will apply:~~

- ~~(1) — Employees of the Authority within the DSLA and displaced employees of Affiliates receive priority prior to external recruitment.~~
- ~~(2) — Employees of the Authority within the DSLA and displaced employees of Affiliates receive equal priority.~~
- ~~(3) — Displaced employees of Affiliates have a priority with the appropriate DSLA of the Authority and displaced employees of the DSLA of the Authority have a priority with the appropriate Affiliate, but there is no Affiliate to Affiliate priority and no non-displaced employee priority from either the DSLA of the Authority to an Affiliate or from an Affiliate to the DSLA of the Authority.~~
- ~~(4) — Employers within the Provincial Health Services Authority are not covered by this provision.~~
- ~~(5) — Selection decisions will be made in accordance with Article 12.9 (Selection Criteria) and successful applicants will port their service and seniority.~~
- ~~(6) — The onus is on employees with a priority to apply, not for the Employer to seek out those with a priority.~~

~~(7) — Employers are working toward the goal of an on-line posting process. In the interim, until that goal is achieved, Authorities/Affiliates will facilitate regional postings by forwarding between the appropriate Authority/Affiliate information allowing for display on notice boards of a simple listing of positions which have reached the regional posting stage.~~

~~(8) — Implementation of the regional posting process will not result in "reposting"/"second posting" of positions, "holding of vacancies" for any period of time or an extension to the length of the posting period.~~

### **(i) Health Authority Employers**

Job postings shall be electronic and Health Authority Employers may post a single concurrent job posting in accordance with Article 12.1 Job Postings and Applications for all steps in the job posting process.

Step One: All employees of the Health Authority in the Community Subsector are entitled to apply on the vacancy and be considered pursuant to article 12.9 (Selection Criteria). Laid off and displaced employees will not be automatically considered but may apply on job postings and shall be given priority access to vacancies pursuant to article 13.3.

Step Two: If the position is not filled through Step One, the Health Authority Employer will consider all displaced employees from Affiliate Employers. Such employees must clearly identify themselves as a displaced employees from an Affiliate Employer in order to be considered at this step.

Step Three: If the position is not filled through Step Two, the Health Authority Employer may consider external candidates.

### **(ii) Affiliate (Non-Health Authority) Employers**

Where an Affiliate Employer has an electronic job posting system established, postings shall be electronic and Affiliate Employers may post a single concurrent job posting in accordance with Article 12.1 Job Postings and Applications for all steps in the job posting process.

Step One: All employees of the Affiliate Employer in the Community Subsector, including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to article 12.9 (Selection Criteria). There is no requirement for an "automatic" consideration of displaced or laid off employees.

Step Two: If the position is not filled through Step One, the Affiliate Employer shall consider all displaced employees from Affiliate Employers. Such employees must clearly identify themselves as a displaced employee from an Affiliate Employer in order to be considered at this step.

Step Three: If the position is not filled through Step Two, the Affiliate Employer may consider external candidates.

(b) Placements under Steps Two, Three and Four as set out above would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of Article 12 (Job Postings) shall apply.

(c) Positions funded for specific projects, i.e., grant funded, capital projects, etc., will be posted pursuant to the collective agreement DSLA.

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

**Group I – Amalgamated Employer**

~~Regular ongoing vacancy occurs in an Amalgamated (Health Authority) Employer Site.~~

~~Post vacancy in that Employer Site. All community employees, including displaced and laid off employees can apply and are considered pursuant to Article 12.9 (Selection Criteria).~~

Employer Site Posting

↓

~~If No Successful Candidate~~

—↓

~~Consider displaced employees of Amalgamated Employers in the DSLA who have expressed an interest in the "unfilled vacancy".~~

Unfilled Vacancy

—↓

~~If No Successful Candidate~~

↓

~~Recall laid off employees of Amalgamated Employers in the DSLA.~~

Recall

↓

~~If No Successful Candidate~~

↓

<del>Forward to all other Employer Sites in the DSLA, information allowing for display on notice boards, a listing of positions not filled as per the above. Employees of Amalgamated Employers in the DSLA and displaced employees of Affiliated Employers have priority over external candidates for these positions.</del>	Regional Posting
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↓

<del>If No Successful Candidate</del>
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↓

<del>External candidate.</del>	External Search
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The posting process steps may occur simultaneously. The Employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.

<b>Group 2 - Affiliated Employer</b>
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<del>Regular ongoing vacancy occurs in an Affiliated Employer Site.</del>
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↓

<del>Post vacancy in that Employer Site. All community employees, including displaced and laid off employees can apply and are considered pursuant to Article 12.9 (Selection Criteria).</del>	Employer Site Posting
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↓

<del>If No Successful Candidate</del>
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↓

<del>Forward to the Health Authority, information allowing for display on notice boards, a listing of positions not filled as per the above. Displaced employees of Amalgamated Employers in the DSLA and employees from the Affiliated Employer's site have priority over external candidates for these positions.</del>	Regional Posting
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<del>If No Successful Candidate</del>
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↓

<del>External candidate.</del>	External Search
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The posting process steps may occur simultaneously. The Employer may implement electronic job posting and employee application for job posting in place of or in conjunction with paper posting.

## Article 13 – Labour Adjustment and Technological Change

Revised Collective Agreement Language

### 13.2 Definition of Displacement

(a) Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

(b) An employee who is called into a meeting during which they will be given notice of displacement will be entitled to have a steward present during the meeting provided that this does not result in undue delay.

~~(b)~~(c) Where notice of displacement or layoff actually results in a layoff, and prior to a layoff becoming effective, a copy of such notice shall be provided to the designated union representative within 24 hours of the time it is provided to the employee.

Revised Collective Agreement Language

### 13.3 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent of his/her existing pay rate.

The unions will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

Accordingly, employees exercising a right to bump must advise the Employer of their intention to bump within seven days of receipt of the Employer's current seniority list.

Affiliate and Health Authority Employers

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent of

his/her existing pay rate:

Effective the first pay period after the Implementation Date as defined in the Health Authority Wide Seniority Consolidation MOA.

Health Authority Employer only

Displaced Health Authority employees shall have a right to fill priority when applying to a posted vacancy for which they are qualified across the Health Authority. When applying for the posted vacancy, the displaced employee shall notify the Employer in writing which vacancy or vacancies they want to receive preferred consideration. There is no requirement for “automatic” consideration.

If an employee chooses to exercise their bumping rights, they shall do so as follows:

Step 1: An employee shall bump into a position at their Work Location (defined for the purpose of this provision as their Employer’s common name as listed in Appendix I of this agreement) that does not effect a promotion and the hours of work differ no more than 0.2 FTE of the employee’s existing position.

Step 2: If there are no positions available at Step 1, an employee shall bump into a position at their Work Location that does not effect a promotion.

Step 3: If there are no positions available at Steps 1 or 2, an employee shall bump into a position at the Health Authority that does not effect a promotion and the hours of work differ no more than 0.2 FTE of the employee’s existing position.

Step 4: If there are no positions available at Steps 1, 2, or 3, an employee shall bump into a position at the Health Authority that does not effect a promotion.

Health Authority employees who exercise bumping rights do not serve a qualifying period in the new position.

## **Article 14 – Hours of Work and Scheduling**

Revised Collective Agreement Language

### **14.2 Hours of Work**

Except as otherwise provided in this article, the average hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be 37½ hours per week or an equivalent mutually agreed to by the Employer and the Union.

Employees with average hours of work greater than 37½ hours per week shall move to the hours in (a) above on April 1, 1999 without loss of regular pay.

Where the full-time hours of work for any classification at the time of ratification of this agreement average less than 37½, the full-time hours of work shall be maintained, except where the Employer and the Union otherwise agree.

It is understood and agreed that in the event the length of the normal regular full-time workweek of a future Community Subsector collective agreement is, or averages, 36 hours per week, the full-time hours of work for any classification averaging less than 36 hours per week shall be increased to an average of 36 hours per week at that time.

The operation of this Part (c) shall not result in an increase or decrease to the hourly rate of pay for any classification.

Except as otherwise provided in this article, the base day will be seven and one-half hours for the purpose of calculating the accrued benefit credit banks. Where the full-time hours of work for any classification average less than 37½ hours per week, the base day will be the average weekly full-time hours of work divided by five workdays.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of ~~46~~ 117 days per year (that is, an average of two days per week plus a minimum of ~~12~~ 13 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of ~~46~~ 117 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of ~~46~~ 117 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

Employees shall not be required at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16 (Overtime). Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

Where the Employer and the Union have an agreement in a collective agreement, memorandum, or letter of agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified workweeks for any specific employee or group of employees, the agreements shall be maintained unless mutually agreed

otherwise by the Union and the Employer. If mutual agreement on proposed amendments is not reached either party may refer the matter to the ~~Investigator~~ Troubleshooter pursuant to Article 8.13(~~Investigator~~ Troubleshooter) who will investigate the difference and give consideration to past practice, employee circumstances and the Employer's operational requirements. The parties shall be bound by the decision of the ~~Investigator~~ Troubleshooter.

New extended hours, modified or flextime schedules may only be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include details of the agreed schedule and shall address the following:-

1. 14.2(e) Minimum number of days off per year
2. Meal and rest periods
3. Overtime
4. Paid Holidays
5. Vacation entitlement
6. Special Leave
7. Sick Leave

All new agreements shall include a provision that allows either party to terminate the agreement with 90 days of notice. All existing agreements that do not have a termination provision are deemed to have a provision that allows either party to terminate the agreement with 90 days notice.

Revised Collective Agreement Language

#### **14.7 Definition of Shifts and Shift Premiums**

Delete Article 14.7 and renumber the remainder of Article

~~14:14.7 Definition of Shifts and Shift Premiums~~

~~(a) Identification of Shifts:~~

~~(1) "Afternoon shift" is any shift in which 50% or more occurs between 4:00 p.m. and 12:00 midnight.~~

~~(2) "Night shift" is any shift in which 50% or more occurs between 12:00 midnight and 8:00 a.m.~~



Revised Collective Agreement Language

**14.12 On Call**

Employees required to be on call shall be paid \$1 per hour, or portion thereof. Effective April 1, 2023, the on-call rate shall be increased from \$1 to three dollars and forty cents (\$3.40)

The minimum on call requirement shall be four consecutive hours.

Should the Employer require an employee to have a pager or a cellular phone available during their on call period, then all related expenses for such device shall be the responsibility of the Employer.

Revised Collective Agreement Language

**14.14 Job Fairs**

~~This provision only applies to employees scheduled under Article 14 (Hours of Work and Scheduling).~~

- (a) This article does not apply where Section 54 of the *Labour Relations Code* applies. When Section 54 does not apply, the Employer may use the job fair process only in the event the Employer intends to:
  - (1) reduce the number of FTEs or reduce the total number of hours of work within a specific unit/department/program/worksite; or
  - (2) revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a specific unit/department/program/worksite, or
  - (3) increase the number of FTEs or increase the number of hours of work within a specific unit/department/program/worksite of no more than .2 FTE per affected employee.
- (b) The parties may mutually agree to use the process provided in this clause for increases to the number of FTEs or total number of hours of work of more than .2 FTE per affected employee within a specific unit/department/program/worksite. If mutual agreement is not reached such increases shall be covered by Article 12.1 (Job Postings and Applications).
- (c) *Job Fair Process*

When the Employer posts or otherwise provides the proposed schedule/rotation under either Article 14.14 (a) or (b), the employees may submit a schedule/rotation that meets operational requirements and is compliant with the Collective Agreement.

i. If, after the Employer posts the proposed schedule/rotation, the employees intend to submit an alternate schedule/rotation they must submit the proposed alternate schedule/rotation within 14 calendar days.

ii. (a) If, after the 14 calendar days, there is only one compliant schedule/rotation, the process moves to step (iii).

(b) If there is more than one compliant proposed schedule/rotation, the Employer will post or otherwise provide the proposed schedules/rotations for seven calendar days so that impacted regular employees in the unit/department/program/worksites have an opportunity to review.

(c) Within a further seven calendar days, the impacted regular employees will vote to select a schedule/rotation.

~~(c) First the Employer will post or otherwise provide the proposed schedule/rotation for seven calendar days so that impacted regular employees in the unit/department/program/worksites have an opportunity to review it.~~

iii. Within a further seven calendar days, the impacted regular employees will select their line/position on the new schedule/rotation in order of seniority.

Any regular employee without a line/position in the new work schedule/rotation will be issued a displacement notice in accordance with Article 13 (Labour Adjustment and Technological Change). The new work schedule will then be posted in accordance with Article 12 (Job Postings).

Impacted regular employees subject to the above must select a line/position in the new schedule/rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line/position available to them if they choose to do so. If no line/position within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line/position, she/he shall be issued displacement notice at the end of the seven-day line selection period.

(d) Any positions remaining vacant at the end of the job fair process shall be posted in accordance with Article 12.1 (Job Postings and Applications).

- (e) Upon completion of the job fair process the Employer shall post the new schedule in accordance with Article 14.3(a)(1) (Scheduling Provisions). Unless mutually agreed otherwise the new schedule will be implemented in 14 days.

## Article 15 – Hours of Work and Scheduling – Community Health Workers

Revised Collective Agreement Language

### 15.3 Shift Schedules

Shift schedules include the following:

(1) *Fixed Shifts:*

Fixed shifts positions have a specific start and finish time and specified daily hours from four to eight paid hours per day and an average of 20 to 40 paid hours per week. Article 15.10 (Meal Period) will continue to apply.

Employees in fixed shift positions may exchange shifts with the approval of the Employer provided that sufficient advanced notice in writing is given and provided that there is no increased cost to the Employer and both employees have the ability to meet specific client needs as set out in 15.4(b).

(2) *Period of Availability:*

Scheduled hours shall be confined to either a 10, nine, eight or six consecutive hour period as defined below, except those doing live-in or overnight shifts. The consecutive hour period shall not vary from day to day except where the Employer and the employee otherwise agree. The consecutive hour period may also be changed in accordance with Article 12.2(b) (Change to Start and Stop Times, Days Off and Work Area).

The consecutive hour period for those employees with weekly posted hours of over 37.5 up to and including 40 shall be 10 consecutive hours.

The consecutive hour period for those employees with weekly posted hours of over 30 up to and including 37.5 shall be nine consecutive hours.

The consecutive hour period for those employees with weekly posted hours of over 25 up to and including 30 shall be eight consecutive hours.

The consecutive hour period for those employees with weekly posted hours of 20 to 25 shall be six consecutive hours.

Employees shall be paid no less than their weekly posted hours.

(3) *Fixed Hour Split Shifts:*

A regular fixed hour split shift is a shift of 30 hours or more per week consisting of two distinct periods of fixed hours. One period must consist of at least three, four, five or six hours of work and the second period will consist of at least two hours during the shift as long as the total of all hours does not result more than eight hours a day and 40 hours per week. Article 15.10 (Meal Periods) will continue to apply.

(4) *Float Positions:*

The Employer may establish regular float positions which are consecutive hour shifts.

(b) Notwithstanding 15.3(a) (Shift Schedules), the parties recognize an individual client may require service in excess of eight hours. Employees shall have the option of accepting such assignments to a maximum of 12 hours in a day at straight-time pay. An employee who elects to accept such shifts shall confirm their agreement to do so in writing. Copies of such requests shall be sent to the union representative. Employees shall have the right to revoke acceptance of such shifts by providing the Employer with two weeks' written notice.

(c) A regular employee's work schedule shall be made available to the employee a reasonable period in advance of the starting day of the new schedule. The employee's schedule shall cover a two-week period. It is understood that the schedules may be subject to revision and/or cancellation in accordance with the provisions of the collective agreement. In the event of a dispute the steward shall have access to the schedules of each employee and, if requested, shall be provided with copies.

Revised Collective Agreement Language

**15.4 Scheduling of Hours**

(a) *Regular Employees*

(1) (i) Regular employees shall be scheduled hours within their classification based on seniority, subject to the employee's ability to meet specific client needs and geographic location.

(ii) When assigning hours, regular employees shall be given priority over casual employees in accordance with the process described in Article 15.4(a) (Scheduling of Hours).

(2) The Employer shall post regular positions, according to the shift schedule options in Article 15.3(a) (Shift Schedules) specifying the days of work, the period of availability and the weekly posted hours.

(3) If a regular employee is below the weekly posted hours of his/her position the Employer shall assign hours that can be accommodated considering the employee's existing assignments, in the following sequence:

(i) from new hours;

(ii) from hours assigned to casuals in reverse order of seniority;

(iii) within no longer than seven days, from junior regular employees, in reverse order of seniority.

**(4) Assignment of Unassigned Hours to Regular Employees**

Regular employees who wish to be assigned hours in excess of their weekly posted hours may register under Article 29.3(a) (Call-in Procedure) for unassigned hours. Where unassigned hours are available, the Employer shall offer such unassigned hours to these registered employees in accordance with Articles 29.3(a) and (d) (Call-in Procedure). For employees scheduled under 15.3(a)(2), where such hours are assigned they may be reassigned to other regular employees eligible for such hours pursuant to Article 15.4(a)(3) (Scheduling of Hours).

The provisions of Articles 29.1(a), (b), (c) and (d) (Casual Employee) shall not apply. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

**(b) Ability to Meet Specific Client Needs**

For purposes of this article, an employee's ability to meet specific client needs shall be determined using the following criteria:

- (1) continuity of care, language requirements and gender, where lack of consideration would lead to an adverse effect on the well-being of the client;
- (2) employee/client compatibility, where the lack of consideration would likely lead to an adverse effect on the health of the client. When a complaint arises, the Employer will investigate the complaint and endeavour to rectify the situation prior to reassigning the employee;
- (3) a care need requiring a specific skill. Where a regular employee requires training in order to access a particular assignment for which he/she is otherwise eligible pursuant to Article 15.4(a)(3) (Scheduling of Hours), such training shall be provided to the employee as soon as reasonably practicable.

(c) Where an employee classified as a CHWII is eligible to be assigned hours under Article 15.4(a)(3) (Scheduling of Hours) above and where no such hours are available, the employee may opt to receive CHWI hours or to work reduced hours. Whichever option the employee elects, the employee shall remain entitled to CHWII hours in accordance with Article 15.4(a)(3) (Scheduling of Hours) above as soon as they become available.

(d) Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4(a)(3) (Scheduling of Hours) above shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular

position, and which can be assigned in five-hour increments, or less if they have a position that is greater than 35 weekly posted hours the Employer shall first:

- (1) offer, by seniority, to increase the weekly ~~posted~~ hours of existing regular positions, subject to Article 15.4(a)(1) (Scheduling of Hours). The Employer shall canvass employees whose days of work and period of availability or fixed shift would allow for inclusion of the unassigned hours. Employees scheduled under Article 15.3 (a) (1) shall only be assigned ongoing hours if it does not result in a new fixed hours split shift. Employees shall have the option to accept or decline an increase in their weekly ~~posted~~ hours; then,
  - (2) where no regular employee opts to accept an increase in their weekly ~~posted~~ hours, the Employer may increase the weekly ~~posted~~ hours of the most junior regular employee(s) whose ~~posted~~ days of work and period of availability or fixed shift would allow for inclusion of the available hours, or if it does not result in a new fixed hours split shift, subject to Article 15.4(a)(1) (Scheduling of Hours), or post a new regular position in accordance with Article 12 (Job Postings) and (e) below. Where the most junior regular employee'(s) period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours in accordance with Article 15.3 (Shift Schedules).
  - (3) When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the employee with written confirmation of the increased hours.
- (e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more such hours can be scheduled within the following parameters:
- (1) up to five consecutive days of work; and
  - (2) definable period of availability as per Article 15.3(b) (Shift Schedules);
  - (3) geographic location.

When there are sufficient unassigned ongoing hours to constitute a regular position the Employer shall post a regular position pursuant to Article 12 (Job Postings).

- (f) Regular employees may refuse hours only if the hours are in excess of their weekly posted hours, subject to Article 15.4(d) (Scheduling of Hours) or outside their period of availability referred to in Article 15.4(a)(2) (Scheduling of Hours).
- (g) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.
- (h) The Employer may contact regular employees outside of their period of availability or fixed shift only for scheduling purposes.

- (i) Regular employees contacted outside their period of availability or fixed shift for reasons other than those described in (h) above shall be paid at straight-time rates for the duration of the call, with a minimum of 15 minutes per call.
- (j) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.
- (k) Casual Employees - Hours shall be assigned to casual employees pursuant to Article 29 (Casual Employees) based on seniority, subject to the employee's availability, ability to meet specific client needs, skill and ability required for the specific assignment and geographic location.
- (l) Commencing one hour prior to the start of a shift and throughout the shift, the Employer shall communicate to the employee any changes to their assignment.

Revised Collective Agreement Language

**15.9 Leaves of Absence**

- (a) When leave of absence with pay is granted, ~~the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.:~~
  - i) An employee scheduled under Article 15.3 (a) (2) the employee shall be paid their posted hours for the shift (weekly posted hours divided by number of days scheduled).
  - ii) An employee scheduled under Article 15.3 (a) (1), (3) or (4), pay for leave is granted on the regular scheduled hours.
- (b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to Article 15.4 (Scheduling of Hours) with the same weekly posted hours, period of availability and days of work they were in prior to their leave of absence.

Revised Collective Agreement Language

**15.12 Minimum Number of Days Scheduled Off From Work**

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of ~~16~~ 17 days per year (that is, an average of two days per week plus a minimum of ~~2~~ 3 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of ~~16~~ 17 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of ~~16~~ 17 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).



Revised Collective Agreement Language

**15.14 Live-In and Overnight Shifts**

(a) Compensation Live-in shifts shall be paid at a minimum of 13 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. For Live-in shifts, all hours worked between 12:00 Midnight (2400 hours) and 8:00 a.m. (0800) hours shall be paid a night shift premium of two dollars and fifty cents (\$2.50) per paid hour (maximum eight (8) hours per Live-in shift). All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Overnight shifts shall be paid at a minimum of 10 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. For Overnight shifts, all hours worked between 12:00 Midnight (2400 hours) and 8:00 (0800 hours) shall be paid a night shift premium of two dollars and fifty cents (\$2.50) per paid hour (maximum eight (8) hours per Overnight shift). All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Night shift premiums as defined in Article 27.15 shall not apply to Live-in or Overnight shifts.

Upon request, the hours purchased by the purchaser of live-in shifts and overnight shifts will be provided to the Union for all clients.

Live-in employees shall be entitled to a break, without loss of pay, of three consecutive hours between 9:00 a.m. and 9:00 p.m. unless mutually agreed otherwise.

Employees will not be scheduled to do live-in or overnight shifts unless the employee has indicated in writing to the Employer they will accept such shifts.

Employers whose current practice provides for a superior entitlement shall continue the practice.

Revised Collective Agreement Language

**15.16 Modified Hours of Work Arrangements Agreements**

Modified hours of work arrangements may be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include the details of the agreed schedule, and shall address the following:

1. 15.12 - Minimum number of days off per year
2. Meal periods
3. Overtime
4. Paid Holidays
5. Vacation entitlement
6. Special Leave
7. Sick Leave

All new agreements shall include a provision that allows either party to terminate the agreement with 90 days of notice. All existing agreements that do not have a termination provision are deemed to have a provision that allows either party to terminate the agreement with 90 days notice.

Revised Collective Agreement Language

**15.17 Workload**

If an employee has workload concerns, the employee will discuss concerns with their supervisor and may seek direction on prioritization of work.

## Article 16 – Overtime

Revised Collective Agreement Language

### **16.8 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime. Only in cases of emergency may an employee be required to work overtime. If an employee is required to work overtime, the Employer must clearly state to the Employee that the overtime is mandatory.

New Collective Agreement Language

### **16.12 Assignment of Overtime for Non-CHW Employees**

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

- a. The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that both of the following conditions are met:
  - i. The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours; and
  - ii. The work being offered is greater than 4 hours.
- b. An eligible employee is one who:
  - i. Is registered to work in the relevant classification and has an active working status at the affected unit or worksite; and
  - ii. Is qualified and oriented to perform the work; and
  - iii. Is able to accept the work without exceeding safe work parameters; and
  - iv. Is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- c. If no eligible employees accept the overtime offered, the Employer may offer the overtime to any available and qualified employee.

- d. The Employer may cancel the overtime, without penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.
- e. If an Employer does not offer overtime hours in accordance with 16.12(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.
- f. The Employer shall be transparent by providing all employees and the Union with access to information regarding how overtime will be offered and communicating any changes to the overtime process in a timely manner.

New Collective Agreement Language

**16.13 Overtime by Seniority of CHW Employees**

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

- a. The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that:
  - i. The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours.
- b. An eligible employee includes one who:
  - i. The overtime offered occurs during a period which the employee has indicated they are available to work in accordance with employer policy;
  - ii. Meets specific client needs as set out in Article 15.4 (b);
  - iii. Is assigned to the geographic location;
  - iv. is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- c. If no eligible employees accept the overtime offered, the Employer may offer the overtime to any qualified employee.

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

## Article 17 – Paid Holidays

Revised Collective Agreement Language

### 17.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Family Day	<u>National Day for Truth and Reconciliation</u>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

### 17.2 to 17.5 Maintain Current Language

### 17.6 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive ~~4.6~~ 5% of straight-time pay instead of a day off with pay.

### 17.7 to 17.8 Maintain Current Language

### 17.9 Qualifying for th Holiday – Community Health Workers

Employees classified as regular Community Health Workers will receive ~~4.6~~ 5% of straight-time pay in lieu of paid holidays.

**Article 18 – Vacation Entitlement**

Revised Collective Agreement Language

**18.1 Annual Vacation Entitlement**

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

<b>Years of Service</b>	<b>Continuous Workdays of Vacation</b>	<b>Percent of Straight-Time Pay</b>
One to four	<del>15</del> 16	<del>6%</del> 6.4%
Five	<del>19</del> 20	<del>7.6%</del> 8%
Six to nine	<del>20</del> 21	<del>8%</del> 8.4%
10	<del>24</del> 25	<del>9.6%</del> 10%
11 to 14	<del>25</del> 26	<del>10%</del> 10.4%
15	<del>29</del> 30	<del>11.6%</del> 12%
16 to 19	<del>30</del> 31	<del>12%</del> 12.4%
20	<del>34</del> 35	<del>13.6%</del> 14%
21 or more	<del>35</del> 36	<del>14%</del> 14.4%

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

No current employee will have his/her vacation reduced as a result of implementation of this provision.

**18.2 Vacation Period**

The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of the Employer.

**18.3 Splitting of Vacation Periods**

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

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

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after

all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Notwithstanding the above, employees may hold back up to five days vacation in the annual vacation planning process. Employees shall submit their request to schedule the held back vacation by August 1 of each year.

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

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

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

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



## Article 20 – Special and Other Leave

Revised Collective Agreement Language

Definition of immediate family for Article 20 (Special and Other Leave):

Is an employee's parent, stepparent, spouse, common-law spouse, grandparent, grandchild, child, stepchild, ~~brother, sister, sibling, father-in-law, mother-in-law, parent-in-law, son-in-law, daughter-in-law,~~ child-in-law, legal guardian, legal ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

### 20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member. Bereavement leave shall not exceed three working days.

“Immediate Family” shall include parent (or alternately, step-parent or foster parent), spouse, common-law spouse, child, stepchild, sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparent, grandchild, legal guardian, legal ward and any person who lives with an employee as a member of the employee's family.

~~In the event of the death of the employee's brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.~~

- (b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (c) Every effort will be made to grant additional bereavement leave of absence without pay if requested by the employee.
- (d) An Indigenous employee whose cultural practices provide an expanded understanding of immediate family shall be granted bereavement leave consistent with their cultural practices in accordance with article 20.8.
- (e) An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

Revised Collective Agreement Language

### **20.3 Special Leave**

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

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

Special leave credits may be used for the following purposes:

marriage - five days;

~~paternity~~ parental leave for a non-birthing parent - one day;

serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days at any one time;

leave of one day may be added to three days' bereavement leave;

leave of three days may be taken for travel associated with bereavement leave;

adoption leave - one day.

domestic violence - up to three days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

New Collective Agreement Language

## **20.8 Ceremonial, Cultural, Spiritual and Bereavement 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 event under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

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

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

(a) Effective April 1, 2022, an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 20.1 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above). The number of days shall be increased to five (5) days per calendar year effective January 1, 2023.

(b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual 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 events, the employee will provide as much advance notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

## Article 21 – Maternity, Parental and Adoption Leave

Revised Collective Agreement Language

### 21.2 Parental Leave

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

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

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

- (1) in the case of a ~~mother~~ birthing parent, immediately following the end of the ~~maternity~~ Pregnancy leave taken under Article 21.1 (~~Maternity-Pregnancy~~ Leave), unless the Employer and the employee agree otherwise;
- (2) in the case of the ~~"other parent"~~ a non-birthing parent following the birth of their child and within the 78-week period after the birth date. The ~~"other parent"~~ A "non-birthing parent" is defined as the parent who did not give birth to the child, or father of the child and/or spouse of the ~~mother~~ birthing parent, including common-law spouse as defined in Definition No. 9;

## Article 22 – Occupational Health and Safety

Revised Collective Agreement Language

### 22.3 Joint Occupational Health and Safety Committee

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

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

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

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

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

~~(d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.~~

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

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

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

~~(g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.~~

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

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

(i) As per the *Workers Compensation Act*, employees who are members of the Committee shall be entitled to annual educational leave. Employees who are members of the Committee shall be granted this leave without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of the education.

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

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

(l) The Joint Occupational Health and Safety Committee may request from an Employer, information that it considers necessary to identify workplace hazards and make

recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.

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

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

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

Revised Collective Agreement Language

#### **22.4 Aggressive Behaviour**

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

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely carry out ~~his/her~~ their duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

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

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

~~(e) Where a risk of injury to employees from violence is identified in accordance with the provisions of the *Occupational Health and Safety Regulation Section 4.28 of the Protection of Workers from Violence in the Workplace Regulations*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.~~

~~(d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident. Leave to attend such a session will be without loss of pay.~~

Revised Collective Agreement Language

### **22.11 Employee Workload**

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

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

Where workload is a concern, the employee will discuss concerns with their supervisor and may seek direction on prioritization of work.

New Collective Agreement Language

### **22.12 Employee Safety**

(a) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.

(b) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting



clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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

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

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

New Collective Agreement Language

### **22.13 Critical Incident Stress Defusing/Debriefing**

Critical incident stress defusing (immediate support) and/or debriefing (scheduled follow up) shall be made available and known to employees who have suffered a serious work-related traumatic incident. Appropriate resources will be made available as soon as possible following the incident. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

New Collective Agreement Language

### **22.14 Psychological Health and Safety**

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

Factors that may affect psychological health and safety in the workplace may include, but not limited to:

- Organizational Culture
- Psychological and Social Support
- Clear Leadership & Expectations
- Civility & Respect
- Psychological Demands
- Growth & Development
- Recognition & Reward
- Involvement & Influence
- Workload Management
- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

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

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

New Collective Agreement Language

### **22.15 Ergonomics**

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

**Article 25 – Health Care Plans**

Deleted Collective Agreement Language

**25.1 BC Medical**

~~25.1 BC Medical~~

~~The Employer shall pay 100% of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependants for medical coverage under the BC Medical Plan.~~

25.2| Joint Community Benefits Trust (JCBT)

## Article 27 – Payment of Wages and Allowances

Revised Collective Agreement Language

### 27.10 Vehicle Allowance

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance equivalent to the Canada Revenue Agency Reasonable per-kilometre allowance. ~~of:~~

Date	Rate per km
April 1, 2013	52¢
April 1, 2016	53¢
April 1, 2018	54¢

- (a) The minimum allowance shall be four dollars.
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least \$2,000,000 Third Party Legal Liability.
- ~~(d) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); \$2,000,000 Third Party Legal Liability; four years' safe driver discount, upon proof of insurance as required by the Employer.~~
- (d) Upon receipt of an employee's proof of insurance as required by the Employer, the Employer will pay the employee an annual advance reimbursement calculated as the difference between (1) and (2) below, where (1) and (2) are defined as:
  - (1) the cost of coverage required by the Employer in (c) above, based upon the employee's individual driver factor; and
  - (2) the cost of insurance for Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable) with \$2,000,000 Third Party Legal Liability, based on the employee's individual driver factor.
- (e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.
- (f) Employees shall be reimbursed for the cost of any taxi or ferry transportation authorized by the Employer.

Revised Collective Agreement Language

### **27.15 Definition of Weekend Shift and Premiums**

~~27.15 Definition of Weekend Shift and Premiums~~

~~Effective the first pay period after April 2, 2010, an employee shall be paid a weekend premium of 25¢ per hour for each hour worked between 00:01 hours Saturday and 24:00 hours Sunday.~~

#### 27.15 Shift Definitions and Premiums

(a) “Afternoon shift” is any shift in which 50% or more occurs between 4:00 pm and 12:00 midnight. Effective the first pay period after April 1, 2023, employees working the Afternoon Shift shall be paid a shift premium of \$0.25 per hour for the entire Afternoon Shift worked.

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

(c) “Weekend shift” is any hours worked between 0:00:01 am Saturday and 23:59:59 pm on Sunday. For each hour worked during this period of time an employee shall be paid \$0.25 per hour. An employee shall be paid a weekend premium of ~~\$0.25~~ \$0.50 per hour for each hour worked between 00:01 hours Saturday and 24:00 hours Sunday.

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

## **Article 28 – Sick Leave**

Revised Collective Agreement Language

### **28.3 Sick Leave Pay**

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

Where the Employer requires an employee to provide a medical note as proof of sickness, the Employer will reimburse fifty percent (50%) of the cost of the note.

Revised Collective Agreement Language

### **28.4 Workers' Compensation Benefit**

The parties agree to amend the collective agreement to reflect administrative changes in the *Workers Compensation Act*. Specifically Articles 11.1, 28.4 and 29.4 shall be amended to reference **Sections 191 or 192** instead of **Sections 29 or 30**.

## Article 29 – Casual Employees

Revised Collective Agreement Language

### 29.1(a) Casual Employees

(a) Casual employees shall receive ~~10.2%~~ of their straight-time pay in lieu of scheduled vacations and paid holidays. ~~Effective the first pay after April 1, 2013, casual employees shall receive 9.6~~ 10% of their straight-time pay in lieu of scheduled vacation and paid holidays.

Revised Collective Agreement Language

### 29.2 Casual Employees

#### 29.2 Casual Availability

(g) *Short-Term Unavailability*

...

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

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

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

Revised Collective Agreement Language

#### **29.4 Seniority List**

The parties agree to amend the collective agreement to reflect administrative changes in the *Workers Compensation Act*. Specifically Articles 11.1, 28.4 and 29.4 shall be amended to reference **Sections 191 or 192** instead of **Sections 29 or 30**.

Revised Collective Agreement Language

#### **29.9 Casual Employee Benefits**

- (a) (9) Upon completion of 180 hours of work, casual employees shall be given the option to enroll in the following plans:

Article 25.1 - BC Medical Plan

Article 25.2 - Dental Plan

Article 25.3 - Extended Health Plan

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

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

(3) Pursuant to the *Employment Standards Act*, casual employees shall be entitled to the minimum standards for paid illness or injury leave.

- (b) **Maintain Current Language**



### **Article 30 – General Conditions**

Revised Collective Agreement Language

#### **30.1 Copies of Agreements**

- (a) The Unions and the Employers desire every employee to be familiar with the provisions of this agreement, and his/her rights and obligations under it. ~~Sufficient 12,000~~ copies of the agreement, or fewer if mutually agreed by the parties, will be printed for distribution to employees and Employers. The parties will agree on an equitable division between the number of agreements provided to employees and Employers. The HEABC and the Association will share equally the cost of printing and distribution.
- (b) The agreements shall be printed in a union print shop and shall bear a recognized union label.
- (c) The Employer will provide copies of the printed agreement within 90 days of the signing of this agreement. 90 days may be waived in extenuating circumstances.
- (d) The parties both want to reduce the environmental impact of printing and distributing collective agreements. Therefore, a signed copy of the collective agreement shall be reasonably accessible to employees on employer owned electronic devices.

## **Article 31 – Term of the Agreement**

Revised Collective Agreement Language

### **31.1 Duration**

- a. This agreement shall be binding and shall remain in effect until midnight March 31, ~~2022~~ 2025.
- b. The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, ~~2019~~ 2022.

### **31.2 Change in Agreement**

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

### **31.3 Notice to Bargain**

- a. This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, ~~2021~~ 2024 but in any event not later than midnight, December 31, ~~2021~~ 2024.
- b. Where no notice is given by either party prior to December 31, ~~2021~~ 2024, both parties shall be deemed to have given notice under this article on December 31, ~~2021~~ 2024.

### **31.4 Agreement to Continue in Force**

- a. Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- b. It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this agreement.

### **31.5 Retroactivity**

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

## Memorandum of Agreement – Classification Manual Change

Revised Collective Agreement Language

### **Classification Manual      Glossary of Terms**

#### I. Layering Over:

An employee who is required to assign work to one or more ~~another~~ Community Subsector employee(s) and is required to ensure that the assigned work is completed shall have ~~her~~ their wage rate layered over the other employee(s).

The layered over wage rate will be ~~one~~ the next highest classification grid higher than the classification grid ~~for the~~ wherein the top increment step rate provides for a minimum difference of 5% above the top increment step rate of the other employee's job, with the layered over employee maintaining their ~~her~~ own increment step.

If this results in the layered over wage rate being below the appropriate wage rate of the other employee's classification, the layered over wage rate will be placed at the first increment step that results in a wage rate above the appropriate wage rate of the other employee's classification, to a maximum of Step Four.

## **Memorandum of Agreement #6 – New Certifications**

### Revised Collective Agreement Language

1. ~~Except as set out below, with respect to bargaining units certified up to September 30, 2006, the employees affected will receive full and complete application of all the provisions of the collective agreement effective April 1, 2006 or from six months after the date of each certification, whichever is later. Any bargaining units certified on or after October 1, 2009 will only be covered by this provision with the mutual agreement of the HEABC and the Association of Bargaining Agents.~~
2. ~~The total cumulative end rate cost for levelling/standardizing certifications occurring up to September 30, 2006 (payable during the 2006/07 fiscal year) shall be limited to \$500,000.~~

~~The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2006 to September 30, 2007 (payable during the 2007/08 fiscal year) shall be limited to \$500,000.~~

~~The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2007 to September 30, 2008 (payable during the 2008/09 fiscal year) shall be limited to \$500,000.~~

~~The total cumulative end rate cost for levelling/standardizing certifications occurring during the period October 1, 2008 to September 30, 2009 (payable during the 2009/10 fiscal year) shall be limited to \$500,000.~~

### 1. New Certifications

(a) The non-monetary provisions of the collective agreement will become effective four months from the date of certification or the date of the Order-in-Council designating the organization a member of HEABC, whichever is last.

(b) The monetary provisions of the collective agreement will become effective six months from the date of certification or the date of the Order-in-Council, making the organization a member of HEABC, whichever is last.

### 2. Variances

(a) The non-monetary provisions of the collective agreement will become effective two months from the date of the variance issued by the Labour Relations Board.

(b) The monetary provisions of the collective agreement will become effective four months from the date of the variance issued by the Labour Relations Board.

The above will not apply to variances of a strictly administrative nature.

3. Newly certified employees will be paid at the applicable benchmark rate of pay at the time that they are standardized/levelled to the collective agreement.
4. There shall be no superior benefits maintained by any employee who is standardized/levelled to the provincial collective agreement by virtue of the application of the foregoing provisions.

**Memorandum of Agreement #7 – Certain Existing Collective Agreement  
Provisions**

Revised Collective Agreement Language

1. Hours of work and scheduling provisions maintained under the 1998-2001 memorandum regarding certain existing collective agreement provisions shall be continued on the terms set out in Article 14.2(c) and/or (g) (Hours of Work).
2. STIIP provisions maintained under the 1998-2001 memorandum regarding certain existing collective agreement provisions shall be continued and incorporated into employer-specific memoranda.
3. The parties shall review all employer-specific attachments and memoranda within four months following the date of ratification of the collective agreement. This review shall be governed by the principle that where a benefit provided under the collective agreement meets or exceeds the corresponding benefit provided under an employer-specific attachment or memorandum, the applicable provision(s) of the employer-specific attachment or Memorandum shall be deleted.

The parties shall make best efforts to ensure that all employer-specific attachments and memoranda include the clear terms regarding benefits provided in the MOA.

If the parties are unable to reach an agreement on all outstanding attachments and memoranda by four months following the date of ratification, Vince Ready shall act as mediator/arbitrator. In this capacity, Vince Ready shall apply the principle set out above.

## **Memorandum of Agreement (new) – Health Authority Wide Seniority Consolidation**

New Collective Agreement Language

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

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

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

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

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

### **A) Definition**

I. For the purpose of this Memorandum:

‘Health Authority Employer or HA Employer’ includes any employer with its common name listed in Appendix I of the CBA Provincial Collective Agreement (the “Collective Agreement”) that has one of the Health Authorities as its legal name.

### **B) Mobility within a Health Authority**

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

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

2. Effective the Implementation Date, employees transferring positions within a Health Authority will no longer be subject to B)(1), as they will have the mobility rights provided under B)(1) because the whole of each Health Authority will be deemed a single employer for purposes of this MOA.
3. Whether before or after the Implementation Date, employees shall not port superior benefits when posting/moving between HA Employers, except where the same superior benefits exist at the receiving HA Employer. Otherwise, and except as modified by this Memorandum of Agreement, employees posting/moving between positions will be covered by the benefits in existence at the receiving worksite.

### **C) Status of Employees Following Dovetailing**

1. Effective the Implementation Date of the dovetailed seniority list, each employee shall be restricted to one status: regular full-time, regular part-time, regular Community Health Worker, or casual.
2. Employees who have regular status at one HA Employer and have casual status at a different HA Employer shall inform their Health Authority no later than ninety (90) days prior to the Implementation Date of which status they wish to maintain and, which they wish to relinquish.
3. At least thirty (30) days prior to the Implementation Date, Employees who hold multiple positions that total more than 1.0 FTE must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE.
4. The Health Authorities will pay out the vacation accrued in the position(s) relinquished under 3 above.
5. After relinquishing positions under 3 above, regular and casual employees may continue to access casual work through Article 29 at multiple HA Employers by registering on the department list, provided that:
  - i. The employee possesses the required qualifications; and
  - ii. The department has an operational need to increase the number of employees on the department casual list
6. A Health Authority may create a casual list that covers more than one Appendix I Employer within a Health Authority with the agreement of the union or unions of the impacted Appendix I Employers. If any such casual list exists at the Implementation Date, it shall continue unless the parties agree otherwise.



7. Casual employees and regular part-time employees currently registered to work in multiple HA Employers at the Implementation Date will continue to be registered on combined lists or shall remain on casual at the applicable Appendix I employer.
8. Regular employees may continue to hold multiple positions provided the employees' multiple positions do not exceed a total of 1.0 FTE.

#### **D) Seniority and Benefits**

1. All individual seniority lists for each Health Authority will be merged into one new single seniority list covering all employees under this agreement for that Health Authority on the Implementation Date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all sites within the Health Authority. "Dovetailing" means placing employees on a list in descending order of seniority.
2. Employees who are registered on multiple seniority lists will receive the total seniority earned at all HA Employers to a maximum of 1.0 FTE per annum equivalent for the total duration of service at the Health Authority. Article 14 employees cannot accrue more than 1950 hours of seniority in a calendar year and Article 15 employees cannot accrue more than 2080 hours of seniority in a calendar year.
3. Regular full-time and part-time employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefits in accordance with the Collective Agreement.
4. Except as provided for in this Memorandum of Agreement, employees being merged onto the dovetailed list will retain all accrued benefits, including but not limited to vacation, special leave, and sick leave, subject to not exceeding the entitlement that the employee would have accrued as a 1.0 FTE employee for their years continuously working at the Health Authority.
5. Following the Implementation Date, employees with multiple regular positions will continue to accrue vacation credits based on total years of continuous service for the Health Authority in accordance with the Collective Agreement.
6. Employees who are at different increment steps in different classifications will be placed at the increment step that reflects their dovetailed seniority.

### **E) Vacancy Posting**

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

### **F) Bumping**

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

### **G) Union Representation**

1. Bargaining agent representation of employees as of the Implementation Date will continue to apply following the Implementation Date unless it is subsequently modified.
2. Employees transferred/appointed/promoted to a position at a different HA Employer will be represented by the bargaining agent certified to represent the work at that HA Employer.

### **H) Collective Agreement**

1. This Agreement shall not be used to interpret any other aspect of the Collective Agreement.

### **I) Implementation Working Group**

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

### Information Appendix (new) – Portability Plus

#### New Collective Agreement Language

On December 11, 2006 and September 16, 2009, a copy of the following letter was provided to the Community Bargaining Association which reflected Health Authority and Providence Health Care Society (PHC) practice regarding portability between Bargaining Associations at Health Authority Employers and PHC. This letter shall continue to apply to CBA employees unless revoked in writing by HEABC upon 60 days notice.

The following text is reproduced from the 2009 letter. If there is any discrepancy between the original letter and this information appendix, the original letter shall apply.

**Re: Transfer to Different Bargaining Unit Within Same Employer Portability of Service and Seniority Health and Welfare Benefit Plan Coverage Upon Transfer**

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I am writing to confirm the Health Authorities' recent consensus in relation to porting service credits and seniority for regular status employees who transfer between Collective Agreements within the same Health Authority (e.g., from the Facilities Subsector to the Nurses' Sector). I am also writing to confirm the Health Authorities' subsequent consensus on health and welfare benefit plan coverage upon transfer.

The initial consensus reached is as follows: on Health Authority initiated transfers, regular status employees who move between Collective Agreements in the Health Sector port all of their service-related credits and seniority. This is consistent with the application of the previous "portability plus" understanding, allowing for service and seniority (converted to hours or a date, as applicable) to transfer with a regular status employee upon transfer to a different worksite of the Health Authority post-displacement. On the other hand, on employee initiated transfers between Health Sector Collective Agreements (e.g. when an employee bids on a posting in a different Sector or Subsector of Health), all service-related credits are transferred with the regular status employee, but not seniority.

A subsequent issue was then identified in relation to these employees being subject to the waiting periods for health and welfare benefits as identified in the Collective Agreements. As discussed, under the Collective Agreements, there are no provisions for seamless health and welfare benefit coverage for a regular status employee who transfers from one bargaining unit to another. They are subject to the same waiting periods for coverage as are new hires.

Some of the Collective Agreements do provide for a measure of portability of health and welfare benefits when an employee moves between Employers within the same Collective Agreement. For example, Article 51.02 (D) of the Nurses' Provincial Collective Agreement allows for

coverage in the Medical, Dental and Extended Health Plans to commence on the first day of the month following the date of initial employment at the "new" Employer.

On November 7, 2006, the Health Authorities reached a subsequent consensus that they would provide a similar benefit to regular status employees who transfer between bargaining units at the same Health Authority for the Community, Facilities, Nurses, and Health Science Professionals Collective Agreements, in that all health benefit coverage would commence on the first of the month following the date of transfer. In order to receive this benefit, the employee must not have any break in his/her employment prior to the effective date of transfer. This consensus will continue to support recruitment, retention, staff development, and staff satisfaction for regular status employees seeking alternate employment within the same Health Authority. We understand that the shorter waiting period will have limited financial implications.

The Health Authorities will be aiming to implement this without prejudice change of practice for eligible employees who transfer on or after January 1, 2007, notwithstanding that this benefit is not provided in the Collective Agreements.

By separate correspondence attaching this letter, the Bargaining Associations will be advised of this development. We are also copying the Healthcare Benefit Trust to advise it of this anticipated change in practice, in that regular status employees who transfer between Collective Agreements within a Health Authority with no break in employment are to be enrolled in the Dental, Extended Health, LTD, and Group Life/AD&D benefits on the first of the month following the date of transfer.

## **Memorandum of Agreement (new) – Diversity, Equity and Inclusion Working Group**

### New Collective Agreement Language

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
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 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

- 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.

The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

## Memorandum of Agreement (new) – Trans Inclusion

New Collective Agreement Language

### **General Transition Support**

1. The parties agree to the following:

2. The parties will work together to protect the job security, privacy, and safety of transgender, non-binary and two-spirit workers at all times and during an accommodated transition in accordance with the Collective Agreement and legislation.

3. Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a transition or a gender support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how any name or pronoun changes will be communicated to other employees, the Union and any other relevant group.

4. Employees may request that the Employer update personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.

5. Employers will review current policies and procedures, such as dress codes, to ensure they are consistent with trans inclusion.

6. Employers will make trans inclusive resources available to employees and managers.

7. Transphobia is a type of Human Rights Code harassment. Transphobia can happen at the workplace or online and includes but is not limited to intentional:

· Deadnaming (using employee's former name);

· Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or

· Doxxing (sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).

This MOA is not intended to limit the work of any DEI Working Group in advancing trans inclusion in the workplace.

### **Extended Health Benefits Plan**

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

- a) Expedite a review of the extended health benefits plan to determine gaps in gender affirming care, including coverage for transition related expenses such as: reconstructive surgery, wigs, binders, gaffs, electrolysis and hair removal, prosthesis, hormone therapy, silicon/saline implants, special bras for prosthesis, voice classes, mental health and other specialized counselling, and medical-related travel expenses;
  
- b) Amend the plan with coverage for the costs of gender-affirming care not currently provided at their discretion; and
  
- c) Report out to the parties, Employers and employees on any plan design changes.

### **Transition Leave**

The Employer will grant an employee a cumulative total of 8 weeks with pay for medical procedures required during the transition period, available for gender affirming surgical procedure and revision. Additional paid or unpaid leave may be provided through collective agreement leave provisions.

### **Bathrooms/Changeroom**

A trans worker may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change. Employers will:

- a) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender expression or identity and confirm this to the CBA within six (6) months of ratification, and
  
- b) Issue a statement to employees about inclusive bathroom/changeroom use in both single occupant and shared bathroom spaces.



## **Memorandum of Agreement (new) – Declaration on the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare**

New Collective Agreement Language

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 to be determined), Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

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

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

## **Memorandum of Agreement (new) – Recruitment and Retention of Indigenous Workers**

### New Collective Agreement Language

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. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the CBA bargaining unit.
  
2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:
  - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
  - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
  - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.
  
3. The parties agree that there may be new or existing positions that require lived experience, or knowledge of, Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.
  
4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

## **Memorandum of Agreement (new) – CBA Provincial Recruitment and Retention Working Group**

### New Collective Agreement Language

The parties agree that addressing the recruitment and retention of CBA 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.

Accordingly, the parties have established a CBA Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”). The Working Group will meet quarterly (or as otherwise agreed), and is comprised of:

- one representative from HEABC;
- two senior level representatives from HEABC member organizations;
- three representatives from the CBA; and,
- One senior representative from the Ministry of Health.

The Working Group will consider relevant and available aggregate/anonymized data regarding diversity, equity, inclusion, and MOH identified professions and will develop a list of comprehensive recruitment and retention recommendations, which will be presented to the Provincial Health Human Resources Coordination Centre (PHHRCC). The Working Group may provide updated recommendations as appropriate.

The Working Group may create sub-committees to develop recommendations on specific issues in this Memorandum of Agreement.

To that end, the Working Group will:

- develop terms of reference including a process for an alternating chair;
- gather all necessary data and information in advance of the Working Group’s meetings;
- engage and consult stakeholders;
- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for professions covered by the CBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

**Memorandum of Agreement (new) – Joint Provincial Health Human Resources  
Coordination Centre (PHHRCC) – Bargaining Association Consultation Form**

New Collective Agreement Language

The parties agree that addressing the recruitment and retention of CBA 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.

Accordingly, the parties have established a CBA Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”). The Working Group will meet quarterly (or as otherwise agreed), and is comprised of:

- one representative from HEABC;
- two senior level representatives from HEABC member organizations;
- three representatives from the CBA; and,
- One senior representative from the Ministry of Health.

The Working Group will consider relevant and available aggregate/anonymized data regarding diversity, equity, inclusion, and MOH identified professions and will develop a list of comprehensive recruitment and retention recommendations, which will be presented to the Provincial Health Human Resources Coordination Centre (PHHRCC). The Working Group may provide updated recommendations as appropriate.

The Working Group may create sub-committees to develop recommendations on specific issues in this Memorandum of Agreement.

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- develop terms of reference including a process for an alternating chair;
- gather all necessary data and information in advance of the Working Group’s meetings;
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- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for professions covered by the CBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

### **Memorandum of Agreement (new) – Pandemic Information Sharing**

New Collective Agreement Language

The parties acknowledge the hard work of employees, Employers and Unions in responding to the COVID-19 pandemic.

Throughout the COVID-19 pandemic, the parties recognized the value of collaboration and cooperation, and convened a provincial occupational health and safety forum to share information and address provincial-level issues as they arose. The parties found this forum was effective in supporting the pandemic response and addressing health and safety concerns.

The parties acknowledge the importance of learnings from previous public health emergencies, such as those outlined in the 2003 Ontario SARS Commission final report.

The parties acknowledge the importance of providing timely information to employees and JOHSC.

Accordingly, the parties agree to establish a pandemic information sharing forum (the “forum”) where a public health emergency is declared by the Government of British Columbia that creates a health risk for a significant number of employees.

The forum will consist of one (1) representative from each participating bargaining association, HEABC, Employer representatives, and a senior representative from Ministry of Health. The forum may also include a representative from Doctors of BC, WorkSafeBC or other relevant groups as agreed by the participants.

The purpose of the forum is to promote information sharing related to pandemic occupational health and safety matters, with the following principles:

- Open, transparent and respectful communications
- Focus on provincial level issues
- Interest based approach

The forum will determine the meeting frequency.

**Memorandum of Agreement (new) – Local and Provincial Emergencies**

New Collective Agreement Language

Where a local or provincial emergency is declared that impacts bargaining unit employees, the Employer will notify the Union as soon as reasonably possible.

The Employer will provide relevant information to the Union.

The Employer and the Union will meet as soon as reasonably possible to discuss the details and impacts related to the emergency.

### **Memorandum of Agreement (new) – Working From Home**

New Collective Agreement Language

#### Preamble

Working from Home (WFH) arrangements may be viable for some positions based on the nature of the work. This Memorandum of Agreement (MOA) provides for the introduction or continuance of WFH arrangements.

It is understood and agreed that:

1. The terms and conditions of the Collective Agreement and Employers' existing policies and procedures will continue to apply to employees with WFH arrangements.
2. A WFH arrangement may be initiated by either an employee or the Employer. Participation in a WFH arrangement is voluntary. Acceptance of a WFH arrangement is at the discretion of the Employer.
3. All WFH arrangements will be copied to the Union.
4. Where circumstances beyond employees' control arise that temporarily prevent them from working, employees will contact their Manager or Supervisor to discuss alternate arrangements.
5. WFH arrangements may be cancelled by the Employer or the employee with a minimum of thirty (30) calendar days' notice, or less if mutually agreed. Employer policies may provide for a longer notice period. In extenuating circumstances, the Employer will give consideration to additional notice. At the employee's request, the Employer will provide written reasons for the cancellation of a WFH arrangement.



**Memorandum of Agreement (new) – Special Leave Travel for Medical  
Appointments**

New Collective Agreement Language

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

Travel to and from a personal medical appointment where the travel is greater than 100 kilometers or requires travel by ferry to a maximum of 7.5 hours (8 hours for CHWs) per year.

This MOA expires on March 30, 2025.

**Memorandum of Agreement (new) – Special Projects**

New Collective Agreement Language

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

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

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

### **Memorandum of Agreement (new) – Classification Education**

New Collective Agreement Language

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

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

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

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

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

### **Memorandum of Agreement (new) – Benchmark Modernization Committee**

#### New Collective Agreement Language

Healthcare has evolved since the creation of the CBA classification system. The parties acknowledge the benefit of maintaining the currency of benchmarks by reviewing and updating their contents to ensure they accurately reflect the overall scope and level of responsibility.

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

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

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

**Memorandum of Agreement (new) – Fixed Shifts Minimum**

New Collective Agreement Language

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

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

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

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

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

**Memorandum of Agreement (new) – Joint Community Benefits Trust Working Group**

New Collective Agreement Language

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

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

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

## **Memorandum of Agreement (new) – Provincial Occupational Health and Safety**

New and deleted Collective Agreement Language

Amend the collective agreement by deleting the following:

- MOA #10 Prevention of Musculoskeletal Injuries
- MOA #11 Prevention of Work-Related Illnesses, Injuries and Disabilities
- MOA #22 Joint Provincial Health, Safety and Violence Prevention Committee
- MOA #24 Referrals to Provincial Joint Safety and Health Committee
- MOA #35 Working Group for Occupational Health and Safety Provincial Framework/Structure

and adding the following Memorandum of Agreement

### **MOA Re: Provincial Occupational Health and Safety**

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

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

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs or models;
- Facilitate co-operation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees;
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with *Workers Compensation Act*, Occupational Health and Safety Regulation and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide

initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

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

Therefore, the parties agree as follows:

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



**Memorandum of Agreement (revised from Letter of Understanding #3) – Online Resiliency training**

Revised Collective Agreement Language  
June 11, 2018

Mr. Brent Camilleri  
Spokesperson,  
Community Bargaining Association (CBA)

Dear Mr. Camilleri,

Re: Online Resiliency Training

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

In order to support the resiliency skills of CBA members, the parties developed the HEABC ~~commits to providing~~ Online Resiliency Training ("ORT") to teach or strengthen skills and capacities for workers to manage life challenges, workplace stressors, and incidents at work so as to maintain mental wellbeing. ~~In support of this initiative, HEABC will provide an amount of \$100,000 between April 1, 2019 and March 31, 2020 expenses related to curriculum and platform development; compensation for consultant services, as necessary; and any other reasonable expenses necessary to the development and implementation of the training. After April 1, 2020 an~~ An annual amount of \$50,000 will be provided for the ongoing evolution, management and sustainability of the ORT. ~~HEABC will be responsible for the development and the delivery of the training, however HEABC will meet with the CBA within 180 days of ratification of the collective agreement for the purposes of consulting with the CBA about the development and content of the ORT. HEABC will also consult with the CBA to develop methods to measure efficacy including the reduction of mental health related absences.~~

Additionally, ~~the ORT will:~~

- ~~Be~~ The ORT is housed in the Learning Hub as a central point of access. It is open to all public sector health care workers in BC who have access to the Learning Hub. In situations where any Affiliate employers do not have access to the Learning Hub, HEABC will provide access to the training on its websites;
- ~~Be a~~ A ready-made set of lessons/modules designed to teach or strengthen skills and capacities for workers to manage life challenges, workplaces stressors, and incidents at work so as to maintain mental wellbeing;

- ▲ ~~Be an offering from HEABC to CBA members.~~

It is not intended to be mandatory, but rather to be taken at the option of an employee. If any employer requires employees take the ORT, such a requirements shall be made in accordance with all relevant terms of the collective agreement, including Article 19 - Education Leave. In such situations, Employers will have the flexibility to deliver the training in a manner that they choose.

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

~~Yours truly,  
Courtney Radford  
Strategic Negotiations Lead  
HEALTH EMPLOYERS ASSOCIATION OF BC~~

**Memorandum of Agreement (new) – Article 15.2 Joint Interpretation**

New Collective Agreement Language

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

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

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

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

### **Memorandum of Agreement (new) – Employee Data, Membership Cards and Seniority List Working Group**

New Collective Agreement Language

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

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

The objectives of the working group are to:

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

### **Letter of Agreement #1 – Assignment of Arbitrators**

#### Revised Collective Agreement Language

The assignment of arbitrators under Article 9.2 (Assignment of Arbitrator) will be administered by a staff member (the administrator) of HEABC in accordance with the following process:

- 1) The administrator will assign them on a rotating basis.
- 2) Individual unions will ~~fax~~ email notification of the request for an arbitrator to the administrator with a copy to the Employer and HEABC.
- ~~3) Each request for an arbitrator will be date/time stamped by the administrator on receipt.~~
- ~~4~~3) Requests will be held in date order for two weeks.
- ~~5~~4) Unless otherwise advised by HEABC and the Union that an arbitrator has been assigned, the administrator will assign an arbitrator. The administrator will assign the arbitrator according to the Article 9.2(b) (Assignment of Arbitrator), in rotation, on the following Friday after the two-week period in (~~4~~3) above, from the agreed to list in Article 9.2(~~g-d~~) (Assignment of Arbitrator).
- ~~6~~5) The administrator will assign a reference number (ARB#) to the case and an arbitrator. Notification will be sent to the Employer, union representative and HEABC of the appointed arbitrator.
- ~~7~~6) The parties may change the Arbitrator only upon mutual agreement. The parties shall notify the Arbitrator of their appointment.

**Letter of Agreement #2 – Claims Adjudication Committee**

Deleted Collective Agreement Language

~~The parties agree that any administrative issues that arise related to the LTD plan and Appendix 2 of this collective agreement will be referred to the Claims Adjudication Committee for resolution. In the event an issue cannot be resolved through this committee the matter will be referred to the bargaining principals for resolution.~~

### **Memorandum of Agreement #4 – Enhanced Disability Management/STIIP Joint Working Group**

#### Deleted Collective Agreement Language

~~The parties recognize that the personal and financial costs associated with significant numbers of health care employees absent from work as a result of illness or injury has an adverse impact on the lives of individuals and the human resource capacity for health services. The parties are committed to developing a comprehensive, seamless, cost-effective system of providing short-term disability coverage, long-term disability coverage and effective disability management in health care.~~

~~The parties agree to establish an Enhanced Disability Management and Short Term Injury and Illness Plan (STIIP) Joint Working Group within 60 days of the ratification of the collective agreement which will include representation from each party. Each party will be limited to six representatives and will pay its own costs for participation in the working group.~~

~~The Working Group will review and revise the disability management process and develop corresponding collective agreement language changes or additions. The Working Group will make recommendations to the CBA and the HEABC for a revised disability management process.~~

~~The Working Group will also examine options for short-term disability models and make recommendations to the CBA and the HEABC regarding an effective, affordable, sustainable Short Term Injury and Illness Plan (STIIP).~~

~~The Working Group will report to the CBA and the HEABC no later than September 3, 2010 unless the CBA and the HEABC mutually agree on a later date. The Working Group will establish its own terms of reference and its own process and may retain consultants.~~

### **Memorandum of Agreement #5 – Benefits Joint Working Group**

#### ~~Deleted Collective Agreement Language~~

~~The parties agree to establish a Benefits Joint Working Group within 60 days of ratification of the collective agreement which will include members of each party. Each party will be limited to six representatives. The Committee will meet on a regular basis and not less than once every month.~~

~~The Working Group will review the terms of the extended health and dental benefit plans under the collective agreement with a focus on identifying benefit plan changes that will improve the quality of benefits available to union members while reducing benefit cost growth. The Working Group's role is to consider a wide range of alternatives such as plan redesign, gain sharing opportunities, methods for reducing utilization and carrier alternatives. The Working Group will have access to all relevant available data, subject to any legally required privacy restrictions, and must produce evidence-based recommendations to the CBA and the HEABC. Each party will pay its own expenses for participating in the Working Group. The Working Group will submit a final report outlining recommendations to the CBA and the HEABC by September 30, 2010.~~



**Memorandum of Agreement #19 – Article 13.6 – Contracting Out**

Deleted Collective Agreement Language

~~Notwithstanding Article 13.6 (Contracting Out), Health Sector employers will have the option to contract out work carried out by members of the Community Bargaining Association bargaining unit including where it results in the layoff of members of the Community Bargaining Association bargaining unit.~~

~~This memorandum of agreement continues in force and effect until such time as the HEABC and the Community Bargaining Association negotiate changes to it.~~

**Memorandum of Agreement #25 – Pilot Projects Established under Memorandum of Agreement #17 and #18 of the 2010-2012 Collective Agreement Prior to February 18, 2013**

Deleted Collective Agreement Language

- ~~(a) In the year following February 18, 2013 all existing pilot projects will cease to be pilot projects.~~
- ~~(b) Memorandum of Agreement #17 (Home Support Scheduling – Fixed Hour Position Pilots): All fixed shift pilot projects will become regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project.~~
- ~~(c) Memorandum of Agreement #18 (Home Support Scheduling – Split Shift and Reduced Hours Positions – Pilot Projects): All split shift window and reduced hours pilot projects will become either:~~
- ~~• regular shifts pursuant to Article 15.3 (Shift Schedules) unless the Employer cancels the project; or~~
  - ~~• modified hours of work arrangements under Clause 15.16 (Modified Hours of Work Arrangements – Article 15) which may be rescinded by either party, or by an individual employee, upon providing 30 days of written notice.~~
- ~~(d) No new pilot projects will be established. New modified hours of work arrangements will be established under Clause 15.16 (Modified Hours of Work Arrangements – Article 15).~~

### **Memorandum of Agreement #27 – Joint Benefits Review Committee**

#### Deleted Collective Agreement Language

~~• The parties agree to establish a joint benefit review committee within 60 days of ratification of the collective agreement which will include representation from each party. Each party will be limited to five representatives. The Committee will review the terms of the benefit plans as described in Article 25 (Health Care Plans) of the collective agreement including:~~

- ~~• Extended Health Care;~~
- ~~• Dental Plan, and~~
- ~~• Group Life Insurance and Accidental Death and Dismemberment.~~

~~• The Committee will identify opportunities for making the benefit plans more cost effective and develop recommendations for implementing these opportunities. The Committee will also identify a cost containment model that will be implemented to ensure the long-term sustainability of the benefit plans. A preliminary report on September 1, 2013 will set out the interim changes that will be implemented to assist with managing the increasing cost of Health and Welfare benefits. A final report on December 31, 2013 will set out the plan design recommendations and proposed cost containment model options.~~

### **Memorandum of Agreement #29 – Benchmark Reviews**

Deleted Collective Agreement Language

~~During the term of this agreement Community Bargaining Association (CBA) and Health Employers Association of British Columbia (HEABC) will conduct a review of the Health Unit Aide benchmark and will commence a review of the benchmarks within the Administrative Series, starting with AS 1 through 6, to determine the accuracy of the benchmarks and to determine if there is a need to add, delete or revise benchmarks.~~

~~In addition, the parties will investigate the need to establish benchmarks for the following jobs:~~

- ~~• Medical Office Assistant~~
- ~~• Rehabilitation Assistant~~

~~Joint Working Committee:~~

~~The parties will appoint representatives to a joint working committee within 30 days of ratification. The Committee will be comprised of equal representation from CBA and HEABC.~~

~~If the Joint Working Committee determines that new benchmarks are required, they will be developed during the term of this agreement. In the event third party assistance is required the process contained in Schedule C will be used to resolve the issues.~~

~~There will be no cost consequences to the Employer as a direct result of this review during the term of this agreement. For greater clarification, any new benchmarks established by the Joint Working Committee may be implemented but will be at no cost to the Employer, unless otherwise mutually agreed.~~

**Memorandum of Agreement #32 – Shift Premium Review Committee**

Deleted Collective Agreement Language

~~The parties agree to strike a committee with equal numbers from each party to review whether implementation of shift premiums would have a beneficial impact on service delivery.~~

### **Memorandum of Agreement #33 – Task Force on Optimization of CHW Work Distribution**

Deleted Collective Agreement Language

~~The parties agree that they have a shared interest in improving the alignment of CHW work distribution and resources with current and future home health care delivery models.~~

~~To explore and address this shared interest, the parties agree to the creation of a task force (the "Task Force") to understand and improve how CHW work is currently being organized and distributed. The Intent is to balance a patient/ client focused approach with an employee supportive approach.~~

~~The Task Force will be responsible for the collection and analysis of province wide data concerning how CHWs are presently being deployed. The Task Force will explore current and new scheduling options and identify best practices. The Task Force will endeavour to develop guidelines for improvement of workload distribution and alignment with evolving care models. The Task Force shall make practical, implementable recommendations to the parties regarding improvements to services and processes, prior to March 31, 2020.~~

~~Specifically:~~

~~1. The Task Force will consist of two Health Authority representatives, two Affiliate employer representatives, and four CBA representatives.~~

~~2. The Task Force will be chaired by HEABC as a neutral chair.~~

~~3. The Task Force shall meet within 90 days of ratification.~~

~~4. The Task Force may create working groups to target specific issues, for example:~~

- ~~a. Geographically aligned CHW teams~~
- ~~b. Options for regularization of hours~~
- ~~c. Options for additional scheduling models~~
- ~~d. Other issues identified by the Task Force~~

~~5. The Task Force shall report findings and recommendations to the parties as soon as practicable. The parties agree to review the findings and upon mutual agreement, implement any identified recommendations.~~

~~6. HEABC shall make a one-time contribution of up to \$200,000 to support the work of the Task Force. These funds may be used for reasonable expenses relating to the administration and support of the Task Force and/or working groups.~~