

January 2023

**CONFIDENTIAL**



**2022 – 2025  
Health Science Professionals  
Sector Collective Agreement: Summary of  
Changes**

January 2023

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## **PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Health Sciences Association on November 2, 2022. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect the date of ratification unless otherwise specified in the Collective Agreement.

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**TERM**

The term of the collective agreement is April 1, 2022 to March 31, 2025.

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**GENERAL WAGE INCREASE**

Year 1: April 1, 2022: Increase rates of pay by an average of 3.83%

- The average increase of 3.83% 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.



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## MEMORANDUM OF AGREEMENT

### Re: Public Sector General 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 MOA, 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 MOA. For example purposes only, combining the 3.74% increase (as it is considered in this MOA) 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.

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

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## MEMORANDUM OF AGREEMENT

### NEW Re: Cost of Living Adjustment

#### 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

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between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

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%.

## HOUSEKEEPING CHANGES

In every instance throughout the Collective Agreement, the word “Chief” shall be replaced by “Lead.” (e.g. Chief Lead Health Science Professional).

The parties agree to amend the HSPBA Collective Agreement by deleting language that no longer applies as a result of the transition from a thirty-six (36) to thirty-seven and a half (37.5) hour work week which became effective September 1, 2013, or as a result of changes with specific application dates as identified in previous rounds of bargaining.

The parties will delete any such language that has no reasonable expectation to apply in the future.

Despite the removal of such language, all retroactive application of the language remains applicable.

### ATTACHMENT A - Housekeeping

#### Worksites

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

Common Name	Site	Legal Name	Location	Union
...				
<del>St. Mary's Hospital</del> [Sechelt] <u>Hospital</u>	<del>Hospital</del> <u>Sechelt</u>	Vancouver Health Authority	Coastal Sechelt	HSA

#### Re: Classification

In every instance throughout the Collective Agreement, where the word “paramedical” appears it shall be replaced by “Health Science Professional.”

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

### ARTICLE 2 – PURPOSE OF AGREEMENT

**2.01** The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Union, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

**2.02** The parties to the Agreement share a desire to provide quality care in British Columbia Hospitals and Health Organizations, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia will be well

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and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

**2.03** 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 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.

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

**ARTICLE 3 – DEFINITION OF EMPLOYEE STATUS & BENEFIT ENTITLEMENT**

3.03 Casual Employees

(b) **Benefit Entitlement**

(iii) **Vacations and Statutory Holidays**

Casual employees shall receive ~~+2.6%~~ 13% of their straight time pay exclusive of all premiums, in lieu of scheduled vacations and statutory holidays.

Casual employees are entitled to the following premium rates of pay on statutory holidays:

A casual employee who works on a statutory holiday listed in Article 21.01 shall be paid two (2) times their rate of pay.

A casual employee who works on a statutory holiday, listed in Article 21.07, shall be paid two and one-half (2.5) times their rate of pay.

Casual employees who work on a statutory holiday are not entitled to another day off with pay.

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

**ARTICLE 5 - UNION RECOGNITION, RIGHTS AND SECURITY**

**5.09 Union Stewards and Records**

- (a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.
- (b) The Union Stewards shall be allowed reasonable time while on duty without loss of salary consistent with the operational requirements of the Employer to perform the following duties:
- Investigating complaints of an urgent nature,
  - Investigating, preparing, presenting and processing grievances, under Article 7,
  - Attending meetings with management regarding labour relations
  - Acting as the appointee to labour management committee
  - Accompanying an employee, at their request at a meeting called by the Employer, where disciplinary action is anticipated, consistent with Article 7.02,
  - Meeting with new employees as a group during the orientation program at which the steward shall provide new employees with the name, location and work phone number (if applicable) of the steward, and
  - Supervising ballot boxes and other related functions during ratification votes.
- (c) The Employer will make a reasonable effort to accommodate space for the storage of secure union records.
- (d) In the interest of developing quality labour-management relationships, the parties have agreed to the creation of designated paid union steward positions at the following locations:
- |                                      |                 |
|--------------------------------------|-----------------|
| • Vancouver General Hospital         | 1.0 FTE         |
| • Surrey Memorial Hospital           | 1.0 FTE         |
| • St. Paul's Hospital                | 1.0 FTE         |
| • BC Children's and Women's Hospital | 1.0 FTE         |
| • Royal Columbian Hospital           | 0.26 FTE        |
| • BCCA-Vancouver Cancer Centre       | 0.26 FTE        |
| • Royal Jubilee Hospital             | 0.26 FTE        |
| • Kelowna General Hospital           | <u>0.26 FTE</u> |
| • Abbotsford Regional Hospital       | <u>0.26 FTE</u> |



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(e) For the term of this Agreement, the Parties agree that an additional 6.2 FTE of Employer  
\_\_\_\_\_ paid steward time will be created with the allocation to be determined by the HSPBA.

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

The Union shall advise the Employer in writing of the names of the paid union stewards. Paid union stewards will continue to be covered by all provisions of the collective agreement and shall continue to be eligible for additional shifts on the same basis as if they were working in their regular position.

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

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

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**Amend the collective agreement, by changing the following****ARTICLE 8 – ARBITRATION****8.01 Arbitration Principles**

- (a) Either party to this Agreement may refer any grievance, dispute or difference unresolved through the procedures in Article 7 to an arbitrator.
- (b) The arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (c) The objects and purposes of this Article is are to encourage an open exchange of information in the interest of resolving disputes, and to provide a fair and expeditious resolution of grievances.
- (d) The parties agree to take all reasonable steps to ensure that grievances which are referred to arbitration shall be dealt with without undue delay.
- (e) At least thirty (30) days prior to the date of an arbitration hearing the parties shall meet to disclose fully each party's case and to seek to resolve the grievance.
- (f) Each party will set out for each grievance its understanding of the matter in dispute, including its position on the facts in dispute and the relevant law.
- (g) The parties will seek to narrow the issues of fact and law in dispute, and will conclude agreements on fact to the degree that they can agree.
- (h) The decision of the arbitrator shall be final and binding on both parties.
- (i) The expenses and compensation of the arbitrator shall be shared equally by the parties.
- (j) The Employer shall grant leave without loss of pay to an employee called as a witness by an arbitrator, provided the dispute involves an Employer, and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union.

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

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

**10.08 Temporary Assignment**

1. Assignment is the process by which the Employer may temporarily assign an employee to another worksite of the Employer ~~or to another Employer within their cluster, healthcare region, or Community Health Council~~. Primary consideration will be given to offering the assignment by seniority if that is practical. The assignment will be by mutual agreement wherever possible, considering both the operational requirements of the Employer and the particular circumstances of the employee.
2. The Employer will give the employee reasonable notice of the assignment depending on the circumstances of each assignment.
3. No individual assignment will exceed four (4) months unless mutually agreed to between the Employer and the Union.
4. Reasonable increased out-of-pocket expenses to travel to the assignment will be paid by the Employer on the submission of receipts.
5. The provisions of the Health Science Professional Provincial Agreement will apply and the employee will continue to accumulate seniority during the period of their assignment.

~~(This article may be impacted by the Health and Social Services Delivery Improvement Act.)~~

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

**ARTICLE 15- LEAVE- BEREAVEMENT**

**15.02** Up to fifteen (15) hours with pay shall be granted for travelling time if requested by the employee ~~when this is warranted in the judgment of the Employer.~~

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**Amend the collective agreement, by changing the following****ARTICLE 17 – LEAVE – EDUCATION**

**17.02** Education leave shall be granted by the Employer to regular employees requesting such leave, subject to the following provisions:

- (a) The Employer shall grant education leave ~~of absence~~ with pay (at straight time rates) for each day or equal portion thereof that an individual employee gives of their own time. Education leave ~~of absence~~ with pay is not to exceed 37.5 hours of Employer contribution per agreement year.  
The Employer shall grant one (1) day or equal portion thereof leave of absence at straight time rates when an employee attends an approved educational program on day(s) off. This leave of absence shall be included in the “37.5 hours of Employer contribution” of an agreement year.
- (b) Application for education leave shall be submitted to the Employer with as much lead time as practical. The employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.
- (c) Premium pay does not apply under this article.
- (d) Education leave will be utilized for courses that relate to the employee's profession, or employment, and are approved by the Employer. It may also be utilized to sit exams for relevant professional courses.
- (e) ~~Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints. The Employer may provide reasonable expenses for all such leaves up to \$1000 per employee per agreement year.~~
- (f) Additional unpaid leave for education purposes may be requested by employees. The Employer shall not be responsible for any expenses related to such unpaid leave.
- (g) Education leave is not accumulated from Agreement year to Agreement year.
- (h) This article applies to expenses, but not to leaves of absence, for all courses, including, but not limited to, in-person, on-line, distance education, or correspondence courses.
- (i) Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints, and prior approval of the Employer. Such expenses will not exceed \$1,000 per employee per agreement year.

~~**17.03** Application for education leave shall be submitted to the Employer with as much lead time as practical, with due consideration for the staffing requirements of the Employer. The and the employee shall be informed of the Employer's decision within a reasonable period of time from the date of submission.~~

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**Amend the collective agreement, by changing the following****ARTICLE 19 LEAVE – SICK****Article 19.01 Accumulation**

Employees shall receive ~~ten point eight (10.8)~~ [eleven point two-five (11.25) effective September 1, 2013] working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service, and such sick leave credits, if not utilized, shall be cumulative to a maximum of ~~1170~~ effective September 1, 2013] working hours.

The accumulated balance of an employee's sick leave credits shall not be reduced as a result of the September 30, 1993 reduction in the work week to thirty-six (36) hours per week.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), as of January 1, 1976, or in excess of 1123.2 hours (156 working days X 7.2 hours per day), as of the first pay period prior to September 30, 1993, shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1123.2 hours, no further credits shall be earned until the accumulated balance is reduced below 1123.2 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1123.2 hours.

Regular part-time employees accumulate sick leave credits as above but according to the following formula or the minimum standards for paid illness or injury leave pursuant to the Employment Standards Act, whichever is greater:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 10.8 \text{ hours}}{156.6}$$

156.6

Effective September 1, 2013:

$$\frac{\text{Hours paid per month* (excluding overtime)} \times 11.25 \text{ hours}}{163.125}$$

163.125

\*Includes leave of absence without pay up to ~~one hundred and forty-four (144)~~ [one hundred and fifty (150) effective September 1, 2013] hours. (Reference: Article 22.02).

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

Note consequential amendment(s) as required.

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## **Amend the collective agreement, by changing the following**

### **Article 19.04 Proof of Sickness**

Sick leave with pay is only payable because of sickness, ~~and employees who are absent from duty because of sickness may be required by the Employer to prove sickness~~ 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. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

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

**Article 19.06 Expiration of Credits**

Absence due to sickness in excess of accumulated sick leave credits shall be treated as unpaid leave of absence in accordance with Article 22.02. Employees shall be given the option to utilize any other paid leaves to which they are entitled prior to moving on to an unpaid leave of absence.



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## **Amend the collective agreement, by changing the following**

### **Article 19.14 Leave – Workers' Compensation**

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board determines that the employee has established a claim ~~(time loss benefits)~~ and ~~they are~~ the employee is unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages. ~~to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than when they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim. The non-taxable status of an employee's Workers' Compensation benefits shall not provide an opportunity for the injured employee to earn more while on claim than when the employee was working.~~

(See Memorandum of Agreement – Article 19.14 – Leave – Workers' Compensation – Entitlement to Leave.)

#### **(b) Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages ~~(including, but not limited to, time loss benefits, vocational rehabilitation allowances paid as wage loss equivalency, and pension based on a total loss of earnings)~~ in settlement of any claim. The amount shall not exceed the employee's net pay from the Employer.

#### **(c) Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive wages and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations ~~will not accrue during the period of a WCB claim. are service-based benefits which accrue during hours actively worked with the Employer.~~

Unused Vacation credits accrued in previous vacation years shall not be lost. ~~as a result of this clause.~~

#### **(d) Approval of Claim**

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

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**(e) Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall not have their employment terminated, except for just cause.

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**Amend the collective agreement, by changing the following****ARTICLE 20 - LEAVE – SPECIAL****Article 20.02 Application**

Special leave shall be granted as follows:

- (a) marriage leave - 37.5 hours;
- (b) to attend child birth or adoption-related child placement, for employees who are eligible for leave under Article 18.02(A) -15 hours;
- (c) to provide care to an immediate family member who has a serious illness - up to 15 hours at one time;
- (d) leave of 7.5 hours may be added at one time to 22.5 hours bereavement leave;
- (e) leave of 7.5 hours may be taken for travel associated with bereavement leave;
- (f) leave of 22.5 hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence;
- (g) serious household or domestic emergency- 7.5 hours at any one time to be used for one of the following situations:
  - (i) The Employee is faced with a sudden, unexpected and unforeseen critical situation that demands the employee's immediate action;
  - (ii) There's risk or threat of damage to the employee's residence and/or risk or danger to the physical safety of their immediate family.

January 2023

**Amend the collective agreement, by changing the following****ARTICLE 20B – DOMESTIC AND SEXUAL VIOLENCE LEAVE**

~~The Employer shall grant a request for an unpaid leave to a maximum of seventeen (17) weeks if the reason is in relation to domestic or sexual violence.~~

In accordance with the *Employment Standards Act*, when requested, an employee will be granted a leave respecting domestic or sexual violence for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence as follows:

- (a) up to 5 days of paid leave taken in one or more blocks of time; and
- (b) up to 5 days unpaid leave which can be taken as a single day or in a block; and
- (c) a maximum of 15 weeks of additional unpaid leave to be taken in one block of time or in more than one block of time with employer approval.

In the event that present or future legislation enacts provisions with a greater entitlement to maximum weeks of leave in relation to domestic or sexual violence, that legislative provision shall prevail.

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

An employee granted leave under this section shall be entitled to benefits in accordance with Article 22 (Leave – Unpaid). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

January 2023

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

## **ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS**

### **Article 21.01 Statutory Holiday Entitlement**

Each employee shall receive ~~7.2~~ [7.5 effective September 1, 2013] paid hours off for the following statutory holidays and any other general holiday proclaimed by the Federal or Provincial Government.

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

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

$$\frac{\text{hours paid (*) per anniversary year} \text{ (excluding overtime)} \times 86.4 \text{ hours} \times \text{regular pay}}{1879.2 \text{ hours}}$$

Effective September 1, 2013:

$$\frac{\text{hours paid (*) per anniversary year} \text{ (excluding overtime)} \times 90 \text{ } \underline{97.5} \text{ hours} \times \text{regular pay}}{1957.5 \text{ hours}}$$

\*Includes leave without pay up to ~~one hundred and forty-four (144)~~ [one hundred and fifty (150) effective September 1, 2013] work hours. (Reference: Article 22.02).

January 2023

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

**ARTICLE 22 – LEAVE – UNPAID**

**Article 22.05**

Unpaid leave of absence shall be granted to employees so requesting who have been nominated for a federal, provincial or ~~municipal~~ local government office, or who are seeking election to Indigenous governing entities (including, but not limited to First Nations Band Councils, Metis Chartered Community Governments, and other self-government arrangements which are formally negotiated in modern day arrangements between federal, provincial and First Nations governments). If elected, the leave of absence shall be extended to cover term(s) of office.

January 2023

**Amend the collective agreement, by changing the following****ARTICLE 23 – LEAVE – VACATION****Article 23.07 Annual Vacation Entitlement**

Regular employees will be entitled to a- paid vacation away from work, when the qualifying year(s) of service are attained before July 1 as follows, at the rate of 150 hours per year during their first four (4) years of continuous service. For each additional year of service up to a maximum of thirty (30) years, regular employees will receive an additional 7.5 hours of paid vacation, as follows:

150.0 work hours after 1 year of continuous service

150.0 work hours after 2 years of continuous service

150.0 work hours after 3 years of continuous service

150.0 work hours after 4 years of continuous service

157.5 work hours after 5 years of continuous service

165.0 work hours after 6 years of continuous service

172.5 work hours after 7 years of continuous service

180.0 work hours after 8 years of continuous  
service

187.5 work hours after 9 years of continuous  
service

195.0 work hours after 10 years of continuous  
service

202.5 work hours after 11 years of continuous service

210.0 work hours after 12 years of continuous service

217.5 work hours after 13 years of continuous service

225.0 work hours after 14 years of continuous service

January 2023

232.5 work hours after 15 years of continuous service

240.0 work hours after 16 years of continuous service

247.5 work hours after 17 years of continuous service

255.0 work hours after 18 years of continuous service

262.5 work hours after 19 years of continuous service

270.0 work hours after 20 years of continuous service

277.5 work hours after 21 years of continuous service

285.0 work hours after 22 years of continuous service

292.5 work hours after 23 years of continuous service

300.0 work hours after 24 years of continuous service

307.5 work hours after 25 years of continuous service

315.0 work hours after 26 years of continuous service

322.5 work hours after 27 years of continuous  
service

330 work hours after 28 years of continuous service

337.5 work hours after 29 years of continuous service

345.0 work hours after 30 years of continuous service

Regular part-time employees will receive a vacation pay based on the following formula:

$$\frac{\text{hours paid (* ) to June 30 inclusive (excluding overtime)} \times \text{yearly vacation entitlement} \times \text{regular pay}}{1879.2}$$

Effective September 1, 2013:

$$\frac{\text{hours paid (* ) to June 30 inclusive (excluding overtime)} \times \text{yearly vacation entitlement}}{1957.5}$$



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\* Includes leave without pay up to one hundred and forty-four (144) [one hundred and fifty (150) effective September 1, 2013] working hours. (Reference: Article 22.02).

January 2023

**Amend the collective agreement, by changing the following****Article 23.09 Vacation Scheduled According to Seniority**

- (a) Vacations shall be scheduled according to seniority on the basis that the employee holding the most seniority shall have the first choice of having vacation time, or some other equitable method mutually agreed upon between the Employer and the employees if it has the unanimous consent of all regular employees affected by the schedule. Employees wishing to split their vacation 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 satisfied. Seniority shall prevail in the same manner for all subsequent selections. Employees failing to exercise seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority
- (b) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.
- (c) Regular employees may hold back up to 37.5 hours in the annual vacation planning process. This remaining vacation must be requested and approved by August 1st of each year. Any remaining vacation not scheduled may be scheduled by the Employer.
- (d) Hold back vacation requests shall be granted in the order they are received. If competing requests are received on the same day, such requests shall be processed by seniority.
- (e) Notwithstanding 23.09 (c), to allow for flexibility, employees may request to reschedule their 37.5 hours of vacation hold back for use as discretionary days off. Such requests are subject to operational requirements and will not be unreasonably denied.

January 2023

**Amend the collective agreement, by changing the following****ARTICLE 27 - SHIFT WORK****Article 27.0I Shift Premium**

The evening shift premium shall be 70¢ per hour.

The night shift premium shall be \$1.75 per hour. Effective January 1, 2014, the night shift premium shall be \$3.50 per hour.

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

The weekend premium shall be \$2.30 per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective January 1, 2014, the weekend shift premium shall be \$2.00 per hour.

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

For shifts of eight (8) [seven point five (7.5) effective September 1, 2013] hours or less, the shift premium is payable only when one-half or more than one-half of the shift falls within the defined evening or night shift. For shifts greater than eight (8) [seven point five (7.5) effective September 1, 2013] hours, refer to the Memorandum of Agreement – Extended Work Day or Extended Work Week.

**Article 27.0X Super Shift Premium**

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

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

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

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## **Article 27.0X Short Notice Premium**

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

January 2023

## **Amend the collective agreement, by changing the following**

### **Article 27.03 Voluntary Shift Exchange**

Amend the collective agreement, by changing the following Article

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

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

January 2023

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

## **ARTICLE 28 - ON-CALL AND CALL-BACK**

### **Article 28.01 On-Call Premium**

Employees scheduled by the Employer to be on-call shall be paid a premium of ~~four dollars and twenty-five cents (\$4.25)~~ five dollars and ninety-five cents (\$5.95) per hour for all hours on-call.

Fractions of whole hours will be paid on a proportionate basis. Every effort shall be made to avoid placing an employee on-call on the evening prior to or during scheduled off -duty days.

January 2023

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

## **ARTICLE 29 – PORTABILITY OF BENEFITS**

### **Article 29.05 Transfer From Another Unit – Same Employer**

When a person transfers from another bargaining unit to the Union bargaining unit with the same Employer, the employee will port accumulated service related benefits and ~~increment~~ anniversary date. For the purposes of determining increment placement, the Employer will recognize previous experience on the basis of one (1) annual increment for every one (1) year of service within the last seven (7) years.

January 2023

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

**ARTICLE 37 – GENERAL PROVISIONS**

**Article 37.02 – Isolation Allowance**

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

Alert Bay	New Denver
Burns Lake	Port Alice
Chetwynd	Port Hardy
Dawson Creek	Port McNeill
Dease Lake	Pouce Coupe
Fort Nelson Fort	Prince Rupert
St. James Fort	<del>Queen Charlotte Islands</del>
St. John	Smithers
Fraser Lake	Stewart
Gold River	Tahsis
<u>Haida Gwaii</u>	Terrace
Hazelton	Tofino
Houston	Tumbler Ridge
Hudson Hope	Valemount
Kitimat	Vanderhoof
McBride	Waglisla
Mackenzie	
Nakusp	



January 2023

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

**(NEW) Article 37.04 Criminal Record Check**

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

January 2023

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

## **ARTICLE 38 - SAFETY AND OCCUPATIONAL HEALTH**

### **Article 38.01 Promotion of Safe Work Habits Practices**

The parties to this Agreement agree to co-operate in the promotion of safe work ~~habits~~ practices and working conditions.

The parties further agree to adhere to the provisions of the *Workers' Compensation Act*, Occupational Health and Safety Regulations, and ~~related regulations~~ its standards, policies, and guidelines.

The Employer will provide workers with information on where copies of the Occupational Health and Safety Regulation are available.

The parties agree that references in this collective agreement to either the Workers' Compensation Board, WorkSafeBC or WCB shall be considered to mean the Workers' Compensation Board of British Columbia, operating as WorkSafeBC.

No Employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and Regulations.

January 2023

## **Amend the collective agreement, by changing the following**

### **Article 38.02 Joint Occupational Health and Safety Committee**

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

Union safety stewards may apply for short term leave of absence in accordance with Article 5.12 to attend safety seminars sponsored by the Union.

The parties recognize the importance of continuity of representation at meetings of the Joint Occupational Health and Safety Committee.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and ~~accident~~ incident investigations at the request of the Committee pursuant to the ~~WCB~~ Occupational Health and Safety Regulations.

Courses identified by the Joint Occupational Health and Safety Committee to promote a safe and healthy workplace, and approved by the Employer, shall be treated like an Employer-requested leave (Reference Article 17.04).

The Employer shall be informed by the Joint Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant and breast-feeding employees as far as occupational health and safety matters are concerned.

January 2023

## **Amend the collective agreement, by changing the following**

### **Article 38.03 Employee Safety**

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

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

Within 120 days of ratification, the parties agree to request that SWITCH BC develop training regarding the precautionary principle, as defined by WorkSafeBC.

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

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

The Employer will provide orientation or in-service necessary for the safe performance of work, including the safe handling of materials and products. The Employer will also make readily available information, manuals, and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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

The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. ~~Employees on leave to attend the modules of the program that are applicable to the employee according to the program will be without loss of pay or receive straight-time regular wages while attending. By mutual agreement, these modules may be scheduled outside of regular scheduled work hours, and the employee will receive straight-time regular wages.~~

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

January 2023

**Amend the collective agreement, by changing the following****Article 38.04 Aggressive and/or Violent Behaviour of Patients/Residents/Clients**

- (a) ~~When the Employer is aware that a patient has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission, transfer, or a community assignment the Employer will make every reasonable effort to identify the potential for aggressive and/or violent behaviour. When the Employer is aware that a patient/resident/client has a history of violent behaviour or the potential for violent behaviour has been identified on assessment, the Employer shall provide such information to the workers who are likely to encounter the patient/resident/client in the course of their work employee. In-service and/or instruction in caring for the aggressive patient/resident/client and how to respond to the patient's/resident's/client's aggressive and/or violent behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents/clients.~~
- (b) ~~Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given leave without loss of pay to attend, or be paid at the applicable rate of pay.~~
- (b) Threats against a worker will be treated as serious matters. A threat against a worker's family that is a result of the worker's employment is considered a threat against the worker. All obligations under the violence provisions of the Occupational Health and Safety Regulation shall apply and shall be included in the Employer's written Workplace Violence Prevention Program.

January 2023

**Amend the collective agreement, by changing the following****Article 38.05 Workload Dialogue**

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

**Article 38.06 Workload Dispute Resolution**

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

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

January 2023

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

**Article 38.0X Critical Incident Stress Defusing**

Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given leave without loss of pay to attend, or be paid at the applicable rate of pay.

January 2023

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

**Article 38.0X Supervisor OHS Training**

The Employer will provide OHS supervisory training to employees whose job duties include supervision of staff. This training will include knowledge of the Workers' Compensation Act, Occupational Health and Safety Regulation, and its standards, policies, and guidelines applicable to supervisory roles, including the roles and responsibilities of a supervisor.

Within six (6) months of ratification, the Employer in consultation with the Union, will develop an action plan for supervisor training which must be implemented within one (1) year of ratification.



January 2023

## **Amend the collective agreement, by adding the following**

### **Article 38.0X Ergonomics**

The Employer, in accordance with the provisions of the OHS Regulation and in consultation with the Joint Occupational Health and Safety Committee (JOSHC) or Worker Health and Safety Representative, 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. The effectiveness of the measures taken will be monitored and reviewed at least annually.

The Employer will ensure that workers who may be exposed to a risk of MSI are educated in risk identification related to the work.

January 2023

## **Amend the collective agreement, by adding the following**

### **Article 38.X Psychological Health and Safety**

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

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

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

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

January 2023

**Amend the collective agreement, by changing the following****ARTICLE 39 - NO HARASSMENT RESPECTFUL WORKPLACE**

~~39.01 The parties subscribe to the principles of the *Human Rights Code of British Columbia*.~~

~~39.012 Consistent with the principles of the *Human Rights Code*,~~ The parties recognize the right of employees to have a respectful workplace ~~work in an environment~~ free from discrimination, and harassment, bullying and violence, including discrimination and harassment based on Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age or conviction of a criminal or summary offence that is unrelated to the employment.

~~39.02 The Employer shall take such actions as are necessary with respect to any person engaging in harassment, including sexual harassment, and harassment based on any other ground listed in this Article, or in the *Human Rights Code of British Columbia*, or related WorkSafeBC regulations and policies. at the workplace.~~

**39.03** There will be no discrimination against any employee for reason of membership or activity in the Union or exercising any right under this collective agreement.

~~39.04 The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment.~~

To this end, each Employers 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 discrimination, harassment, bullying and violence.

An employee who experiences of any form of discrimination, harassment, bullying, or violence may file a complaint pursuant to the Employer's policy. The policy will include how, when and to whom employees should report complaints.

~~These policies~~ The policy will be accessible to staff outlining expectations and consequences of inappropriate behaviour, and will include the procedures for use in responding to complaints of workplace discrimination, harassment, bullying and violence including:

- a. how and when investigations will be conducted;
- b. what will be included in the investigation;
- c. the roles and responsibilities of those involved in the investigation; and
- d. follow-up to the investigation.

January 2023

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

**ARTICLE 40 – EMPLOYEE EVALUATION AND RECORDS**

**40.05**

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

January 2023

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

**APPENDIX 18**

**Re: Dispute and Arbitration Redesign Committee**

WHEREAS: The parties have a common interest in ~~exploring a redesigned~~ redesigning and improving the grievance and arbitration system to resolve grievances in a timely manner, ~~explore~~ developing litigation efficiencies and following the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

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

January 2023

**Amend the collective agreement, by changing the following****APPENDIX 18.1****Re: Expedited Dispute Resolution Process for Short Term Union Leave**

1. A dispute regarding article 5.12 may be referred to this expedited resolution process if the anticipated start date of the leave requested pursuant to Article 5.12 is imminent. For the purposes of this MOA, imminent means that there is no reasonable probability that the dispute could be resolved through the process described in Article 8.04 before the anticipated start date of the leave requested. If the leave requested is not imminent, the parties will refer disputes to the process described in Article 8.04.
2. ~~This expedited process shall only be available for referrals filed before December 31, 2019. The process may be continued by mutual agreement.~~
3. For the purposes of the expedited process an arbitrator will be appointed from the following list on a rotational basis:
  - Chris Sullivan
  - Lisa Southern
  - Mark Brown
  - Corinn Bell
4. The party referring the matter to this expedited arbitration process will provide written notice of the expedited referral to the other party (to the Employer and HEABC or to the Union, as the case may be). The referring party will contact the expedited arbitrator to arrange a hearing with the parties. The expedited arbitrator will conduct a hearing by way of telephone conference call within ~~forty-eight (48) hours of the appointment~~ two (2) business days of the appointment.
5. The expedited arbitrator shall receive submissions from the parties in an expedited manner by way of telephone conference. All submissions are intended to be short and concise and will include a brief summary of the facts relevant to each party's position. The parties agree to make limited use of authorities in their submissions.
6. The expedited arbitrator will render a written "bottom line" decision and provide a copy to the parties within twenty-four (24) hours of the conference call. The decision will be limited in application to that particular dispute and will have no precedential value.
7. The parties agree to share the costs of the fees and expenses of the arbitrator

January 2023  
equally.

January 2023

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

**APPENDIX 21.2 – MEMORANDUM OF AGREEMENT**

**Re: HSPBA Classification Redesign Completion and Implementation**

WHEREAS the parties negotiated a joint Classification Redesign Committee (“CRC”) in accordance with Appendices 21-24 of the 2014–2019 HSPBA Provincial Collective Agreement with an aim to designing a new profile-based classification system; and

WHEREAS the CRC has made considerable progress towards this objective but still has some work to complete; and

WHEREAS the parties agree to complete the development and implement the new profile-based classification system during the term of the 2022-2025 collective agreement; and

WHEREAS the parties are bound by the fiscal mandate;

THEREFORE, THE PARTIES AGREE THAT:

1. The Classification Redesign Completion and Implementation Committee (CRCIC) will complete the new profile-based classification system no later than June 30<sup>th</sup>, 2023. Provisions of the new profile-based classification system previously agreed to or decided by Mr. Kinzie shall not be revised unless agreed to by the CRCIC.
2. The new profile-based classification system will include:
  - (a) A completed Classification Manual and Maintenance Agreement;
    - (i) Up to date professional groupings;
    - (ii) Agreed language covering all items that had not been finalized by the Classification Redesign Committee process of the previous collective agreement;
    - (iii) Any additional considerations mutually agreed to by the CRCIC;
  - (b) Finalized salary structures for the advanced practice and supervisory profiles as agreed by the CRCIC.
3. At the request of either party the CRCIC may engage XXXX to assist the parties with respect to the process set out above. Should the parties reach an impasse, XXXX will provide written binding recommendations before June 1, 2023 (the parties will agree to a mediator/arbitrator as framed above).
4. The CRCIC will develop a Classification/Profile Matching Process to match existing jobs to the profiles by September 30, 2023. The Process will include HEABC and its Employer members matching existing jobs to profiles, and an expedited dispute resolution process for Unions to represent their members who believe that their position has been matched to an incorrect profile; All disputes must be resolved no later than February 29, 2024.



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The new profile-based classification system shall be phased in during the term of the 2022-2025 collective agreement as follows:

For the purposes of the calculations for PI Salary Structure increases, the following shall apply:

**Base Salary Structure:**

The April 2021 staff level salary structure grid levels plus the General Wage Increase(s) and/or COLA(s), as applicable.

OR

The April 2021 Grade I job family salary structure plus the General Wage Increase(s) and/or COLA(s), as applicable.

**Target Salary Structure:**

The Sole Charge, Student Supervision, or Working Without General Supervision grid level, where Sole Charge, Student Supervision, or Working Without General Supervision salary structures exist for Industry-Wide Miscellaneous Rates (IWMR) professions, plus the General Wage Increase(s) and/or COLA(s), as applicable.

OR

The Grade II salary structure for job family professions plus the General Wage Increase(s) and/or COLA(s), as applicable.

**YEAR I (effective the first pay period after April 1, 2022)**

**PI Salary Structure Phase-In (to be applied after the applicable GWI)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to salary structures that are equal to 33.96% of the difference between the Base Salary Structure and the Target Salary Structure.
- b) IWMR Staff level employees assigned duties and responsibilities at the Sole Charge, Student Supervision, or Working Without General Supervision level will be paid in accordance with the Sole Charge, Student Supervision, or Working Without General Supervision salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- c) Health Science Professionals classified at Grade I assigned Grade II duties and responsibilities will be paid in accordance with the Grade II salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- d) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.

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**YEAR 2 (effective the first pay period after April 1, 2023)****1. PI Salary Structure Phase-In (to be applied after the applicable GWI/COLA)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to salary structures that are equal to 65.52% of the difference between the Base Salary Structure and the Target Salary Structure.
- b) IWMR Staff level employees assigned duties and responsibilities at the Sole Charge, Student Supervision, or Working Without General Supervision level will be paid in accordance with the Sole Charge, Student Supervision, or Working Without General Supervision salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- c) Health Science Professionals classified at Grade I assigned Grade II duties and responsibilities will be paid in accordance with the Grade II salary structure for their profession, in accordance with the appropriate payroll coding up methodology.
- d) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.
- e) Further to a review of the Year I expenditure for the PI Salary Structure Phase in the 65.52% increase above will be confirmed or expanded as necessary by the CRCIC by no later than May 1<sup>st</sup>, 2023.

**2. Grid Level Adjustments (to be applied before the PI Salary Structure Phase-In above)**

The following professions will receive the following wage grid level adjustments:

- Anesthesia Assistant Trainee - two grid lift
- Public Health Inspectors/Environmental Health Officers - one grid lift
- Radiation Therapists - one grid lift
- Respiratory Therapists - one grid lift
- 

**YEAR 3 (effective the first pay period after April 1, 2024)****Full Implementation of the PI Profile and Corresponding Salary Structures (to be applied after the applicable GWI/COLA)**

- a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to the Target Salary Structure.
- b) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date

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**YEAR 3 (effective dates to be determined by the CRCIC but no later than February 28, 2025)**

- a) Full implementation of the new profile-based classification system, i.e. all remaining profiles and corresponding salary structures, Classification Manual, and Maintenance Agreement. In conjunction with the implementation of the new classification system, the CRCIC will review the Year 2 expenditure for the PI Salary Structure Phase-In.
- b) Where a new salary structure is less than an incumbent's current rate, the incumbent shall maintain their current rate and receive all future general wage increases while they continue to occupy the same position.

January 2023

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

### **MEMORANDUM OF AGREEMENT**

#### **NEW Re: Employees Q.N.R.**

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

Employees, including casuals, coming on staff after the date of certification and employed as Qualified Not Registered Employees shall be paid ten per cent (10%) less than the rate for the appropriate classification shown in the wage schedules.

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

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

When an employee is awaiting registration, the employee shall receive ten per cent (10%) less than the rate for the appropriate classification shown in the wage schedules. On obtaining registration there shall be a retroactive pay adjustment ~~of ten percent (10%), to the date of registration, appropriate rate for the classification, and the employee shall be paid to the date of employment~~ for a period not greater than ~~six (6)~~ twelve (12) months ~~while the employee was awaiting registration~~. The portability provisions of this Agreement do not apply to this ~~six (6)~~ twelve (12) month ~~pending registration~~ period for purposes of the retroactive pay adjustment.

Note: This Memorandum shall remain in full force and effect until the full implementation of the new profile-based classification system, at which time this language shall be incorporated into the new Classification Manual.

January 2023

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

### **MEMORANDUM OF AGREEMENT**

**Re: Hospital Pharmacy Residency Program Note**

NEW Revise the Hospital Pharmacy Residency Program Note, as follows:

Graduates of the Hospital Pharmacy Residency Program shall be credited with an additional year of service for increment progression purposes for each completed year in the Residency Program, i.e., credited with one additional year of service for one completed year and two additional years of service for two completed years, but not to exceed the maximum increment in the grid level.

January 2023

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

**MEMORANDUM OF AGREEMENT**

**NEW Re. Dual Qualification**

Revise the collective agreement references to Dual Qualifications, as follows:

References to “the employee needing to be eligible for registration in both associations” will be deleted.

January 2023

## Amend the collective agreement, by deleting the following

### APPENDIX 25

#### Re: ~~Multi-Employer Steward~~

~~Whereas the parties have identified that, as a result of lower mainland consolidation, issues regarding steward representation in a multi-employer environment have arisen at Fraser Health Authority, Provincial Health Services, Vancouver Coastal Health and Providence Health Care (“the Employers”).~~

~~Therefore the parties agree that two (2) representatives from each of the HEABC and the HSPBA will meet no later than March 31, 2013 to attempt to reach agreement on the foregoing issue. Vince Ready will attend the meeting in the capacity of Mediator/Arbitrator.~~

~~If the parties are unable to reach agreement on the issue, Vince Ready will render a binding decision. His decision will be consistent with the following principles:~~

- ~~1. Achieving an efficient method of steward representation;~~
- ~~2. Respecting Union’s rights and obligations of member representation; and~~
- ~~3. Consistent with legislative and labour relations principles.~~

~~Each party will pay its own expenses for participating in the Committee and share jointly in the cost of the Mediator/Arbitrator.~~

January 2023

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

### **APPENDIX 28.I**

#### **Re: Professional Bodies Fee Fund**

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

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

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

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



January 2023

## Amend the collective agreement, by changing the following

### APPENDIX 40

#### Re: Working Group on Workload

Whereas the nature of health care is such that there will be predictable and unpredictable fluctuations in patient care and service delivery needs;

Whereas the parties recognize that workload that is consistently excessive can contribute to staff illness/injury, turnover, and attrition;

Whereas the parties recognize the importance of workload assessment which may include, but is not limited to, patient and client needs assessment, process efficiency studies, caseload volume tracking, analysis of operational data and intervention tracking;

Whereas the parties recognize the importance of dialogue and collaboration between employees and the Employer in an open and supportive manner to proactively identify, assess and strategize methods to address workload issues;

Whereas the parties recognize the Employer's responsibility to determine the appropriate action and communication to all relevant stakeholders;

Whereas the parties established the Working Group on Workload ("WGW") during the 2019-2022 Collective Agreement to develop, produce and support the implementation of guidelines.

Whereas the WGW completed and distributed the Workload Guideline. The Workload Guideline includes tools, resources and recommendations to support orientation, utilization and evaluation of the Workload Guideline.

Therefore, the parties agree as follows:

1. The parties will re-establish a collaborative Working Group on Workload ("WGW") to continue the work of improving workload related issues and broader implementation of the tools and strategies developed. ~~develop, produce and support the implementation of guidelines, including tools and strategies, for Employers and employees to identify, assess and address workload issues affecting Health Sciences Professionals.~~
2. The WGW is ~~will be~~ a proactive, solution-focused group chaired by HEABC and with equal representation between the parties. ~~Within sixty (60) days of ratification of the 2019 – 2022 Collective Agreement, the parties will agree on Terms of Reference for the WGW.~~ The WGW has an approved Terms of Reference which identifies ~~will identify~~ the participants from both the Employers and HSPBA

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3. The WGW shall be ~~is~~ provided with project management support which may include administrative support, resources for the development of a Workload Guideline, and resources for the development and distribution of broad based educational and communication strategies for Employers and employees
4. ~~The parties will develop and approve a work plan within one hundred twenty (120) days of agreement of the Terms of Reference.~~
5. ~~The WGW engages in the following:~~
  - ~~(a) Literature review of approaches to workload management, particularly in health care and other public sector organizations;~~
  - ~~(b) Identification of factors that may contribute to workload issues and current workload management approaches in place at BC health care Employers;~~
  - ~~(c) Communication with managers and front line employees to understand the current situation;~~
  - ~~(d) Development of a comprehensive guideline document, which will be made available for both employees and Employers (the “Workload Guideline”);~~
  - ~~(e) Identification of any technology and/or systems to support approaches identified in the Workload Guideline; and~~
  - ~~(f) Other activities to support the development of the Workload Guideline.~~
6. ~~The Workload Guideline includes tools and strategies for Employers and employees that support dialogue and action, including preventative action, regarding workload concerns in an open and supportive manner. These tools and strategies may include, but are not limited to:~~
  - ~~(a) measurement and identification;~~
  - ~~(b) analysis and assessment;~~
  - ~~(c) options, which may include, but are not limited to:~~
    - ~~(i) regularized relief positions;~~
    - ~~(ii) casuals;~~
    - ~~(iii) staffing guidelines;~~
    - ~~(iv) tools and resources to prioritize the work;~~
    - ~~(v) cross coverage to address prioritization of work;~~
    - ~~(vi) a review and reassignment of work based on skill mix; and~~
    - ~~(vii) other measures;~~
  - ~~(d) actions, which may include, but are not limited to:~~
    - ~~(i) processes for management of immediate workload pressures;~~
    - ~~(ii) sharing of the longer-term human resource planning to address chronic workload pressures;~~
    - ~~(iii) templates for workload plans; and~~
    - ~~(iv) communicating processes to employees~~
  - ~~(e) ongoing evaluation of actions taken, which may include periodic assessments and stakeholder feedback; and~~
  - ~~(f) responsive modification(s) and adjustment(s) will be made to the Workload Guideline by the WGW as needed.~~
7. The WGW will provide regular progress reports to the parties regarding the Workload Guideline and complete and distribute the Workload Guideline by March 31, 2020. The Workload Guideline will include tools, resources and recommendations

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- ~~to support orientation, utilization and evaluation of the Workload Guideline. The parties may extend the timelines by mutual agreement.~~
5. Complete a review and evaluation of the Workload Guideline one year after ratification. Timelines are subject to change upon mutual agreement of the parties.
    - a. The parties agree to include a participant with occupational health and safety expertise on the WGW.
    - b. The parties will update the Terms of Reference to include an occupational health and safety participant.

Following distribution of the Workload Guideline, the WGW will engage in ongoing and regular evaluation for the duration of the term of the ~~2019– 2022-2025~~ 2022-2025 Collective Agreement, and make recommendations on the implementation of the Workload Guideline.

January 2023

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

**MEMORANDUM OF AGREEMENT**

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

- I. The parties agree that many of the current recognized holidays under Article 21 are centered around Christian and/or colonial holidays and are therefore not meaningful or significant to many of the diverse people in our societies.
  - a) In the spirit of equity, decolonization, and inclusion the parties agree to strike a working group to both design and oversee the implementation of a pilot project that will assess resources and other commitments needed to grant flexible cultural or religious days of significance to employees:
  - b) The working group will consist of six (6) participants with three (3) appointed by the Employer, one (1) of which will be a senior operational leader with appropriate decision-making authority for the Employer, and three (3) will be appointed by the Union, one (1) of which will be a Senior Union Officer or their representative, who has appropriate decision-making authority for the Union.
  - c) The working group will design and seek to implement a pilot project to allow employees of diverse faith or cultural backgrounds to exchange recognized holidays under Article 21 for days of significance to them.
  - d) The Working Group will meet within ninety (90) days of ratification of the collective agreement, and will continue to meet no less than once every thirty (30) days, or as agreed by the working group.
  - i) The pilot project will consider at least three (3) areas/locations: one large, one small and one affiliate/community area/location, or as identified by the working group.
  - ii) The working group will ensure that the pilot project will commence at the three designated areas/locations by January 1, 2024, or such other date as agreed by the working group.
  - iii) The pilot project will include all recognized holidays under Article 21, subject to determination by the working group.
  - iv) The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.
  - v) The working group will assess and evaluate the effectiveness of the pilot and report back to the parties on or before March 31, 2025.

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

**NEW Article XX – 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, Hoobiyee, 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 15, additionally 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 includes an Indigenous employee's family as defined by Article 15, as well as an Indigenous elder\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

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

- a. **Effective April 1, 2022, an Indigenous employee may request up to two (2) XX(XX) 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 15 - Bereavement Leave as applicable (and per the expanded definition of “immediate family”, above). The number of days shall be increased to three (3) days per calendar year effective January 1, 2023 and five (5) days per calendar year effective January 1, 2024.**
- b. Where an Indigenous employee requires more than the days of leave in a) above XX(X) days' leave 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 advanced notice to the

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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.

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

**MEMORANDUM OF AGREEMENT**

**Re: Recruitment and Retention of Indigenous Workers**

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the HSPBA bargaining unit.
2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:
  - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
  - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
  - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship 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.

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

## **MEMORANDUM OF AGREEMENT**

### **MOA Re: Provincial Indigenous Specific Anti – Racism “ISAR” Committee**

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

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

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

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

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), 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;



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

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Health Sciences Professionals. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis. The Ministry of Health shall hold the Forum quarterly, or more frequently as deemed necessary.

January 2023

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

### **MEMORANDUM OF AGREEMENT**

#### **Re: Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum**

Social, environmental, demographic, and economic factors are increasing the demand for healthcare within British Columbia. To deliver the required services a skilled and engaged workforce is required. That workforce is integral to a robust, accessible public system with the ability to rapidly respond to key challenges.

The past few years have been a time of unprecedented change and challenge for B.C.'s health workforce. It is important for the system to have a coordinated approach to identify important themes, address challenges, and build upon existing resources to create a sustainable, equitable, and effective healthcare system.

To effectively deliver on this work the Ministry of Health has established a new Provincial Health Human Resources Coordination Centre (PHHRCC) with membership from the Ministry of Health, Health Sector Workforce and Beneficiary Services Division, regional health authorities, the Provincial Health Services Authority, the Health Employers Association of B.C., and the First Nations Health Authority. The PHHRCC reports to Leadership Council.

The PHHRCC is intended to bring significant focus, attention and discipline to key provincial-level human resource planning activities and initiatives. It will identify strategic actions, develop implementation plans for key approaches, and provide governance, oversight and monitoring of the implementation of these plans. The PHHRCC will look at both intermediate and long-term strategies and actions, as well as address urgent challenges through immediate action, including a focus on supporting Indigenous workers and supporting development of a culturally safe workplace.

In furtherance of the work of the PHHRCC, the Ministry of Health wishes to create a forum for input from Unions. To that end, on a regular basis the Ministry will convene a joint PHHRCC – Bargaining Association consultation forum for the following purposes:

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.
2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through In Plain Sight.

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3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness.
  
4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the Parties (HEABC and the HSPBA) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

By XX, the Ministry of Health will convene the Forum and present the Terms of Reference for input prior to finalization by the Ministry.

The Ministry intends for this Forum to serve all interested parties in the provincial health care sector, not only the Health Sciences Professionals. To that end, the Ministry will make efforts to promote participation in the Forum on a provincial and sector-wide basis.

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

January 2023

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

## **MEMORANDUM OF AGREEMENT**

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

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish 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;

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

January 2023

## **Amend the collective agreement, by adding the following**

### **NEW MOA - Re: Gender Diversity & Inclusion**

#### **General Inclusion & Gender-Affirming Support**

##### **The parties agree to the following:**

- 1) The parties agree that two-spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively engage in creating workplaces that are inclusive of gender diversity which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
- 2) The parties will work together to protect the job security, privacy, and safety of transgender, gender diverse, and two-spirit workers at all times 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 gender-affirming support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how and if any name or pronoun changes will be communicated.
- 4) Employees may request that the Employer correct their personal information, such as name and gender changes, directories, and workplace documents. This may include but not be limited to seniority lists, nametags, employee IDs, email addresses, organizational charts, and schedules. Employers will correct personal information pursuant to applicable privacy law.
- 5) Gender-identity and expression is identified as a type of Human Rights Code discrimination. Gender-based discrimination 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 the DEI Working Group in advancing gender diverse inclusion in the workplace.

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**Extended Health Benefits Plan**

Upon ratification, the Parties will make a joint request to the JHSBT 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.

**Gender-Affirming Medical Leave**

The Employer will grant an employee a cumulative total of up to eight (8) weeks of leave with pay for medical procedures and revisions . Additional paid or unpaid leave may be provided through collective agreement leave provisions.

**Bathrooms/Changerooms**

A 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 by ensuring there is signage welcoming all genders and confirm this to the HSPBA within six (6) months of ratification and
- b) Post signage in all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

January 2023

**Amend the collective agreement, by changing the following:****MEMORANDUM OF AGREEMENT –****Provincial Recruitment and Retention**

The parties agree that addressing the recruitment and retention of HSPBA members is a priority for the health sector. ~~Demand for new health care training and education programs is driven by the workforce supply needs of the health sector. It must also be structured to embrace diversity, break down barriers and extend opportunities widely within geographic and cultural communities.~~

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

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

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

HEABC will provide the Working Group with regular workforce data reports. The Working Group will also consider relevant and available aggregate/anonymized data regarding diversity, equity, inclusion, and MOH identified professions.

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

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;



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- identify ~~recommendations~~ for issues related to changing models of care that impact health care workers;
- ~~prioritize~~ identify initiatives to address recruitment and/or retention issues for the MOH identified target professions, ~~including occupations~~ covered by the HSPBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- ~~identify~~ develop recommendations for education at post-secondary institutions; ~~and~~;
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring; and;
- consider any additional initiatives, strategies, and actions to address recruitment and retention issues for HSPBA professions.

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

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

**MEMORANDUM OF AGREEMENT**

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

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

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

The Committees will be established as follows:

1. The frequency of the meetings will be determined by the Committees based on the size and structure of the Employer.
2. For the purposes of this work, consultation means seeking advice from, listening to, and acknowledging the mutual concerns of the Union and the Employer.
3. The Committees may be used to discuss recruitment and retention strategies at the local level, engage in workforce planning discussions and information sharing, and implementation of approved initiatives. The Committees may meet to discuss issues and resolve disputes, including policy applications, before they become grievances, and to schedule case management meetings.
4. The establishment of the Committees will not replace the current local level committees and processes that address issues related to individual grievances, local Joint Occupational Health and Safety Committee meetings, local Labour Management meetings, or consulting obligations that arise elsewhere in the collective agreement or under relevant legislation (for example, Section 54 of the **Labour Relations Code**, [RSBC 1996] Chapter 244).
5. The Committees will have equal representation from both the Union and the Employer and must include senior representatives with decision making authority. Other representatives or participants may be included to assist or provide expertise, as mutually agreed by the Committee members.
6. The Union and the Employer will determine the agenda which will be circulated to all attendees in advance of each meeting.

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7. The Committees will meet within 60 days of ratification to discuss a schedule for meetings. Additional meetings may be set outside the schedule if required
8. 90 days prior to the expiration of the collective agreement an evaluation will be conducted by the Parties who will make recommendations to improve the effectiveness of the Committees.
9. This Memorandum of Understanding will expire on March 31, 2025 or unless expressly agreed to by the Parties.

January 2023

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

**MEMORANDUM OF AGREEMENT**

**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 the Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And whereas 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 occupational health and safety projects and the above objectives that have been initiated by SWITCH BC. Examples of these projects include the OHS Resource Centre and Provincial Violence Prevention Curriculum (PVPC).
2. The parties will assist SWITCH BC in securing sources of ongoing funding.

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3. HEABC will contribute a sum of \$250,000 per annum to HSPBA for occupational health and safety initiatives. The HSPBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by the SWITCH BC, or the HSPBA 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 HSPBA.

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

**MEMORANDUM OF AGREEMENT**

**Re: Pandemic Information Sharing Forum on Occupational Health and Safety**

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 pandemic OHS issues as they arose.

The parties acknowledge the importance of learnings from the 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 associations, 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.

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

**MEMORANDUM OF AGREEMENT**

**Re: Forensic Psychiatric Hospital Premium**

Whereas:

- A. PHSA, through its agency, BC Mental Health and Substance Use Services, operates the Forensic Psychiatric Hospital and six Regional Forensic Clinics (collectively, the "FPH").
- B. The FPH treats and rehabilitates individuals who have come in conflict with the law and are deemed either unfit to stand trial or not criminally responsible on account of mental illness, per the *Criminal Code*.
- C. PHSA employs HSPBA staff at the FPH.
- D. Nurses employed at the FPH receive premium pay for working in Minimum and Medium security units and community settings, and greater premiums for working in Maximum, Multilevel security units.
- E. The Parties wish to establish premiums applicable to HSPBA employees working at the FPH, in order to reflect the distinctive challenges associated with working with this unique population.

**NOW THEREFORE the Parties agree as follows:**

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

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

4% of the straight-time hourly rate of pay for employees working in Maximum and Multi-level security units.

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