

**2022 – 2025**  
**Health Services & Support**  
**Facilities Bargaining Association**

**Collective Agreement**

*Between*

**Facilities Bargaining Association**  
**(HEU, BCGEU, IUOE,**  
**IBEW, BCNU, UBCJA,**  
**UAJAP&P, IUPAT, PPWC)**

*And*

**HEABC**  
HEALTH EMPLOYERS  
ASSOCIATION OF BC

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## MEMORANDUM OF AGREEMENT

### BETWEEN:

**HEALTH EMPLOYERS ASSOCIATION OF BC**, an Employers' organization accredited by the Labour Relations Board of the Province of British Columbia authorized to bargain collectively and bind by Collective Agreement the Employers attached hereto which forms part of this Collective Agreement and those members of the Health Employers Association of BC added from time to time to this Collective Agreement by the mutual consent of the Health Employers Association of BC and the Facilities Bargaining Association.

### AND:

**FACILITIES BARGAINING ASSOCIATION**, (Represented by the Hospital Employees' Union, BC General Employees' Union, the International Union of Operating Engineers Local No. 882, the International Brotherhood of Electrical Workers Local No. 230, the British Columbia Nurses' Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138, The Public and Private Workers of Canada Local No. 5) representing the employees of the Employers who are affected by this Collective Agreement and for whom it has been certified as the sole bargaining agency.

## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

WHEREAS the parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as 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.

AND WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Facilities Bargaining Association is made up of trade unions formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Facilities Bargaining Association has been certified as bargaining agent;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

### 1.02 Variations

The general provisions of this Collective Agreement shall have application save and except where specific variations are provided in Attachments to this Collective Agreement.

## ARTICLE 2 - DEFINITIONS

### 2.01 Definition of Employee Status

#### (a) Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

#### (b) Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same prerequisites, on a proportionate basis, as granted regular full-time employees.

#### (c) Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

#### (d) Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

### 2.02 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Collective Agreement:

Article 29 - Bereavement Leave

Article 30 - Special Leave

Article 38.01 - Medical Plan

Article 38.02 - Dental Plan

Article 38.03 - Extended Health Care Plan

### 2.03 Employer

"Employer" means the corporation, society, person(s), organization, facility, agency or centre (represented by the Health Employers Association of BC) as listed in the appendix attached to the consolidated certifications issued by the Labour Relations Board to the Facilities Bargaining Association.

### 2.04 Bargaining Unit Defined

(a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:

(1) by mutual agreement between the parties; or

(2) by virtue of a decision by the Labour Relations Board of British Columbia

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within 90 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

## **2.05 WorkSafeBC and WCB**

“WorkSafeBC” and “WCB” means the Workers’ Compensation Board of British Columbia.

## **ARTICLE 3 - GENERAL CONDITIONS**

### **3.01 Effective and Terminating Dates**

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

### **3.02 Labour Code**

It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia is excluded from this Collective Agreement.

### **3.03 Future Legislation**

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Facilities Bargaining Association shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

### **3.04 Article Headings**

In this Collective Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Collective Agreement by the parties or an Arbitration Board.

This Collective Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

## **ARTICLE 4 – RESPECTFUL WORKPLACE**

### **4.01 No Discrimination**

- (a) The Employer and the Facilities Bargaining Association agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- (b) The Employer and the Facilities Bargaining Association subscribe to the principles of the Human Rights Code of British Columbia (RSBC 1996, Chapter 210), which prohibits discrimination and harassment because of a person’s Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identify or expression, age or conviction of a criminal or summary offence that is unrelated to the employment.

### **4.02 No Bullying or Harassment**

- (a) The Facilities Bargaining Association and the Employer recognize the right of employees to work in an environment free from bullying and harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in bullying and harassment in the workplace.
- (b) Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.



- (c) Reasonable actions of a manager or supervisor relating to the management and direction of employees or the place of employment – such as assigning work, providing feedback to employees on work performance, and issuing disciplinary action where there is just cause – do not constitute harassment.
- (d) Sexual harassment is a serious form of harassment.

#### **4.03 Complaints Investigation**

- (a) An employee who complains of harassment may register a complaint with the Employer or through the Union (at the employee's option) to the Employer designate.
- (b) The Employer shall conduct an intake with the complainant within fifteen (15) calendar days and, within a further forty-five (45) calendar days, investigate, and respond to the harassment allegations pursuant to its respectful workplace policy. The Employer shall notify the complainant, the respondent, and the Union (if involved) upon conclusion of the investigation whether or not the allegations were substantiated.
- (c) Where the Employer's respectful workplace policy includes an appeal procedure, at the conclusion of the investigation, the complainant shall be so advised.
- (d) Both the complainant and the respondent shall be entitled to Union representation if they are members of the Facilities Bargaining Association.
- (e) Where the complainant involves *Human Rights Code* grounds, including allegations of sexual harassment, the complainant must advise the Employer and, may refer the complaint to either the Employer's respectful workplace policy or one of the following processes:
  - (1) where the complaint involves allegations of sexual harassment, it shall be referred to Shelley Ball (Complaints Investigator);
  - (2) where the complaint pertains to the conduct of an employee within the *Facilities Bargaining Association's* bargaining unit, it shall be referred to Sara Forte or Ana Mohammed (Complaints Investigators); or
  - (3) where the complaint pertains to the conduct of a person not in the *Facilities Bargaining Association's* bargaining unit, it shall be referred to Tonie Beharrell or Yuki Matsuno (Complaints Investigators).
- (f) Prior to initiating an investigation, the Complaints Investigator shall determine whether the allegations fall within the definition of discrimination in the *Human Rights Code* and notify the Employer and the Union.
- (g) Where the Complaints Investigator determines that the complaint does not fall within the definition of discrimination in the *Human Rights Code*, they shall discontinue the investigation, unless the Union and the Employer jointly agree to proceed. The complainant shall be advised accordingly.
- (h) When a complaint is determined to fall within the definition of discrimination in the *Human Rights Code* the Complaints Investigator shall:
  - (1) investigate the complaint;
  - (2) determine the nature of the complaint; and
  - (3) make written recommendations to resolve the complaint.

### **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

#### **5.01 Sole Bargaining Agency**

The Employer recognizes the *Facilities Bargaining Association* as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Collective Agreement.

#### **5.02 Union Shop**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to January 1, 1974 shall have the option of:

- (a) applying for membership in the Union which membership they shall maintain, or

- (b) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under Article 5.02.

All other employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

Article 9.04 - Grievance Procedure

Article 9.06 - Dismissal/Suspension for Alleged Cause

Article 17.06 – Layoff Notice

### **5.03 Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the members of the Facilities Bargaining Association by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

On a monthly basis, the Employer shall provide the Union's Provincial Office, in electronic spreadsheet format or equivalent, a list of all bargaining unit employees hired, and all bargaining unit employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) along with a list of all employees in the bargaining unit and:

- their employee status (which shall include full-time, part-time, casual, LOA, LTD);
- their worksite;
- their job title(s), their grid, their classification;
- their work email;
- their personal email, home address and personal telephone number(s) where known to the Employer; and
- the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1 of the year following each taxation year.

Where the Employer does not have electronic systems in place that can reasonably accommodate the above disclosure, the information may be provided in another mutually agreeable format.

#### **5.04 Induction**

The Union's designated local official or the Senior Union Official shall be advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees for up to fifteen (15) minutes. Prior to each session, the Employer shall advise the Union's designated local official or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business or using virtual video conferencing, within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

If the Employer conducts onboarding using an online, self-paced tool, the Employer shall incorporate the Union's induction video into orientation or onboarding where provided. The Employer shall ensure that the Union's induction video is a mandatory component of onboarding. The Employer shall require employees to confirm that they have viewed the induction video and shall provide this information to the Union's designated local official.

There shall be no deduction of wages or fringe benefits because of time spent by the Union's designated local official during these sessions.

New employees shall receive regular wages while attending at these sessions, but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

The Union shall provide a list of the Union's designated local officials and their name and the Union or Employer domain email address to the Employer and update it as necessary.

#### **5.05 Shop Stewards**

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

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

#### **5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

#### **5.07 Bulletin Boards**

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

#### **5.08 Legal Picket Lines**

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

### 5.09 Union Advised of Changes

The Senior Union Official shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Collective Agreement.

### 5.10 Notice of Union Representative Visits

The Union shall provide reasonable notice to the Employer when the Senior Union Official or their designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

### 5.11 Union/Management Committee

Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.

### 5.12 Shop Steward Representation

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of the purpose for the meeting, at least 24 hours in advance and of their right to have a shop steward present.

### 5.13 Multi-Employer Work Sites

An employee who is called to an Employer-initiated meeting will first access a steward from their employer. If there is no steward at that employer, the employee may utilize a Facilities Bargaining Association steward employed by a different employer at that worksite.

The shop steward will discuss this with their manager so that an appropriate leave may be arranged.

### 5.14 Dedicated Shop Stewards

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

<u>Vancouver Coastal Health Authority (Vancouver General Hospital)</u>	<u>3.0 FTE</u>
<u>Vancouver Coastal Health Authority (University of British Columbia Hospital)</u>	<u>0.6 FTE</u>
<u>Vancouver Coastal Health Authority (Lions Gate Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Coastal Health Authority (Richmond Hospital)</u>	<u>0.6 FTE</u>
<u>Vancouver Island Health Authority (Royal Jubilee Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (Victoria General Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (Nanaimo Regional General Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (to be determined by the parties)</u>	<u>1.0 FTE</u>
<u>Fraser Health Authority (Surrey Memorial Hospital)</u>	<u>2.0 FTE</u>
<u>Fraser Health Authority (Royal Columbian Hospital)</u>	<u>1.0 FTE</u>
<u>Fraser Health Authority (Abbotsford Regional Hospital and Cancer Centre)</u>	<u>1.0 FTE</u>

Interior Health Authority (Kelowna General Hospital)	1.0 FTE
Interior Health Authority (Royal Inland Hospital)	1.0 FTE
Providence Health Care (St. Paul's Hospital)	2.5 FTE
Providence Health Care (Mount St. Joseph's Hospital)	0.5 FTE
Provincial Health Services Authority (BC Children's and Women's Hospital)	2.0 FTE
Northern Health Authority (University Hospital of Northern British Columbia)	1.0 FTE
Total	21.2 FTE

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

- d. Investigating complaints;
  - e. Investigating grievances;
  - f. Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure;
  - g. Supervising ballot boxes and other related functions during ratification votes; and
  - h. Attending meetings.
- (11) Dedicated shop stewards shall be given first consideration in performing the Duties at the assigned worksite. If the dedicated shop steward is unavailable or unable to perform the Duties, the dedicated shop steward shall delegate the Duties to another shop steward.
- (12) Dedicated shop stewards shall revert to their previous status and job at the end of the appointment without a loss of seniority and accruals.
- (13) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the Union shall meet to discuss the appropriate means of addressing concerns.
- (14) HEABC and the FBA shall meet annually with a representative of each of the Health Authorities/PHC to discuss and evaluate the effectiveness of dedicated shop stewards in improving labour/management relationships by reviewing the increased resolution of grievances and improved communication.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.01 Management Rights**

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Collective Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Collective Agreement.

### **6.02 Medical Examination, Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time. (See also Article 37.03).

## **ARTICLE 7 - EMPLOYER PROPERTY**

### **7.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

### **7.02 Employer to Repair or Indemnify**

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient/resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

### **7.03 Reimbursement of Legal Fees**

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

### **7.04 Employer to Continue to Supply Tools**

All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

### **7.05 Uniforms**

#### **7.05.01 Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same.

#### **7.05.02 Joint Committee on Uniforms**

The Employer and the Union shall establish and maintain a Joint Committee for the purpose of regulating uniforms.

The Joint Committee shall have equal representation appointed by the Union and appointed by the Employer.

The Joint Committee shall meet regularly by mutual agreement.

The Employer shall continue to pay the employees regular wages for time spent at meetings of the Joint Committee which take place during the regular scheduled hours of work.

#### **7.05.03 Uniform Allowance**

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained, then a clothing/maintenance allowance of twelve (12) dollars (\$12.00) per bi-weekly pay period shall be paid.

#### **7.05.04 Trades and Industrial Safety Protective Footwear**

Effective April 1, 2022, when the Employer requires regular employees to wear Canadian Standard Association (CSA) certified Grade 1 or 2 protective toecap or electrical protective footwear, the Employer shall reimburse up to a maximum of one hundred and twenty-five dollars (\$125) each calendar year for the purchase of the required footwear, which shall not be prorated.

### **7.06 Employment Expenses**

#### **7.06.01 Criminal Record Check**

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

#### **7.06.02 Food Safe Level 1 Refresher Course**

Where an employee is required to maintain a FOODSAFE Level 1 certificate as a condition of employment, the Employer shall pay or reimburse the employee for the FOODSAFE Level 1 Refresher course fee and compensate the employee for one point five (1.50) hours at straight-time to complete the course. Payment will be due upon successful completion of the course. The fee reimbursement shall not be prorated.

#### **7.06.03 Registration and License Fees**

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

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

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

## **ARTICLE 8 - UNION/MANAGEMENT COMMITTEE**

### **8.01 Committee on Labour Relations**

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **8.02 Union Committee**

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Senior Union Official, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

### **8.03 Union/Management Meetings**

The Union Committee and the Senior Union Official of the Union, or their representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Collective Agreement and the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.04.

### **8.04 Committee Meetings**

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or their representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

### **9.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.



Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

### **9.03 Right to Grieve Disciplinary Action**

#### **9.03.01 Disciplinary Action Grievable**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

#### **9.03.02 Employee Notified of File Documentation**

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

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

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

#### **9.03.04 Introduction of Evidence at Hearing**

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

### **9.04 Grievance Procedure**

#### **9.04.01 Preamble**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Collective Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Collective Agreement.

If an employee has a grievance, their grievance shall be settled as follows:

#### **9.04.02 Step One:**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

#### **9.04.03 Step Two:**

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Collective Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

#### **9.04.04 Step Three:**

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days.

#### **9.04.05 Canada Post**

Canada Post strike/lockout will not affect grievance time limits.

#### **9.05 Policy Grievance**

Where either party to this Collective Agreement disputes the general application, interpretation, or alleged violation of an article to this Collective Agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this Collective Agreement.

#### **9.06 Dismissal/Suspension for Alleged Cause**

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

#### **9.07 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

#### **9.08 Technical Objections to Grievances**

It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

#### **9.09 Industry Troubleshooter**

##### **9.09.01 Issues Referred to Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

##### **9.09.02 Roster**

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

Paula Butler

Elaine Doyle

Judi Korbin

Julie Nichols

Vince L. Ready

Chris Sullivan  
Tonie Beherral  
Koml Kandola  
Cathy Knapp  
Allison Matacheskie

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

#### **9.09.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

#### **9.09.04 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

## **ARTICLE 10 - EXPEDITED ARBITRATION**

### **10.01 Roster**

The following expedited arbitrators are appointed under the Collective Agreement:

Corinn Bell  
Paula Butler  
Elaine Doyle  
Vince L. Ready  
Ken Saunders  
Chris Sullivan  
Jacque de Aguayo  
Koml Kandola  
Allison Matacheskie  
Randy Noonan

### **10.02 Expedited Arbitrations**

#### **10.02.01 Issues for Expedited Arbitration**

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of ten (10) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) matters arising from the maintenance agreement and classification manual; and
- (8) grievances arising from duty to accommodate.

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

A designated representative of the HEABC or of a constituent union of the FBA may as soon as possible notify the other party in writing of its intention to remove a matter from expedited arbitration where the party determines that the dispute is not suitable for expedited arbitration. If the parties are unable to agree on the suitability of a matter for expedited arbitration, suitability will be determined by the expedited arbitrator assigned to hear the grievance as soon as possible after the notification is provided and in advance of the scheduled hearing date. Submissions to the arbitrator will be limited to the suitability issue only in accordance with this Article 10.02.01.

#### **10.02.02 Expedited Schedule**

The HEABC and the constituent unions of the FBA will each appoint an Administrator to meet quarterly, or as often as is required, for the purposes of scheduling expedited arbitrations.

Sufficient arbitration dates will be established in advance, having regard to past and anticipated volume. Hearing dates will be shared equally amongst the appointed arbitrators who will be listed on the schedule in the same order as found in the roster in Article 10.01 above, subject to their availability. The hearing dates will be available for use by all of the constituent unions of the FBA.

The Administrators (which includes their designates) shall assign matters to available dates on the following basis:

- a. All matters remaining unresolved at Step 3 and referred to expedited arbitration shall be referred to the Administrators via email to be rostered at the next Administrator meeting.
- b. The referral email will include, at a minimum, the particulars required by Article 9.04.04 and a copy of the grievance.
- c. The Administrators will aim to group matters arising at the same employer or arising in the same geographic area, as appropriate.
- d. Groups of matters will then be assigned by the Administrators to available dates.
- e. The parties will work toward giving matters of an urgent nature priority. These include, but are not limited to, matters where an employee is at risk of experiencing loss of income due to a management decision. To this end, urgent matters may be assigned to: the earliest of available dates, previously scheduled dates that have become available due to settlements, or additional dates scheduled.
- f. The Administrators will make available the expedited arbitration schedule following each meeting or upon making any changes to the schedule.

#### **10.02.03 Location of Hearing**

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

#### **10.02.04 Process**

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

#### **10.02.05 Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

#### **10.02.06 Procedure**

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

#### **10.02.07 Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

**10.02.08 Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

**10.02.09 Status of Report**

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators will be advised to include these statements at the beginning of their Reports.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

**10.02.10 Fees**

The parties shall equally share the costs of the fees and expenses of the arbitrator.

**10.02.11 Authority of Arbitrator**

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

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

**10.02.12 Quarterly Review**

A representative of HEABC and the Facilities Bargaining Association will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

**ARTICLE 11 - ARBITRATION**

**11.01 Composition of Board**

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

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

The following arbitrators are appointed under the Collective Agreement.

Mark Brown

Judi Korbin

Vince L. Ready

Corinn Bell

Julie Nichols

John Hall

Jacque de Aguayo

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

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

### **11.02 Dismissal/Suspension**

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

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

Mark Brown

Judi Korbin

Vince L. Ready

Corinn Bell

Allison Matacheskie

Jacque de Aguayo

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

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

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

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

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

### **11.03 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

### **11.04 Time Limit for Decision of Arbitration Board**

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

### **11.05 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

### **11.06 Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

### **11.07 Expenses of Arbitration Board**

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson or single arbitrator and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

### **11.08 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay and/or with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

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

### **12.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

### **12.02 Personnel File**

An employee, or the Senior Union Official (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Collective Agreement.

### **12.03 Letters of Expectation**

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

## **ARTICLE 13 - PROBATIONARY PERIOD**

**13.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**13.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

13.03 An employee who was a casual employee and did not complete their probationary period of four hundred and eighty-eight (488) hours of work before successfully bidding into a regular position shall serve a probationary period of two hundred and twenty-five (225) hours of work or complete the remainder of their probationary period in Section 11(1) of the Casual Addendum, whichever is greater.

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

### **14.01 Selection Criteria**

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

### **14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

### **14.03 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **14.04 Relieving in Higher and Lower-Rated Positions**

#### **14.04.01**

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

#### **14.04.02**

Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

#### **14.04.03**

An Employee accepting a temporary excluded position shall retain bargaining unit seniority for the length of the vacancy and shall continue to accrue seniority up to a period of three hundred and sixty-five (365) days.

### **14.05 Effective Rate of Pay**

Employee pay rates shall become effective from the first day in the new job.

### **14.06 Re-employment After Retirement**

Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall



have their previous anniversary date maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

#### **14.07 Re-employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **14.08 Supervisory or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

#### **14.09 Seniority Hours**

On a quarterly basis, the Employer agrees to make available to the Union the seniority hours of any employees covered by this Collective Agreement, including employee worksite information in a sortable, electronic spreadsheet format. Such seniority hours shall be subject to correction for error on proper representation by the Union.

#### **14.10 Portability**

##### **14.10.01 Probation**

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

##### **14.10.02 Portable Benefits**

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

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

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

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

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

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

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

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

Employees who are working at two Employer parties to this Collective Agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within twelve (12) months of their appointment to the regular position at Employer A (or B) if they want to port their service and service related banks.

The total service and service related banks shall not exceed the maximums allowable for a regular full-time employee under the Collective Agreement.

##### **14.10.03 Seniority**

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

Employees who are working at two Employer parties to this Collective Agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within twelve (12) months of their appointment to the regular position at Employer A (or B) if they want to port their seniority.

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

#### **14.11 Previous Experience**

##### **14.11.01**

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

##### **14.11.02**

A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

#### **14.12 More Favourable Rate or Condition**

No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

#### **14.13 Part-Time Employees**

##### **14.13.01 Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

##### **14.13.02 Seniority**

Applicable on a proportionate basis. [See also Casual Addendum 12]

### **ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS**

See Addendum - Maintenance Agreement and Classification Manual

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

Note: Effective no later than the first pay period of 2011, this article was modified in accordance with the Memorandum of Agreement Re Consolidation of Seniority Lists. In the event that there is a conflict between this article and the Memorandum of Agreement Re Consolidation of Seniority Lists, the language of the latter will prevail.

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

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.

- (b) Notwithstanding (a) above, if a temporary absence is one of less than ninety (90) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of at least fifteen (15) calendar days and less than ninety (90) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
  - (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another Article 16.01(c) assignment that conflicts with the accepted one. Probationary employees and employees undergoing a qualifying period shall not be considered for a 16.01(c) assignment in a different classification.
  - (ii) by employees registered for casual work in accordance with the casual addendum.
  - (iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to fifteen (15) calendar days.
- (d) If an employee leaves a position within thirty (30) calendar days of its commencement, the Employer will award the resulting vacancy to the next successful applicant pursuant to Article 14.01, without re-posting the vacancy.
- (e) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.  
 A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.  
 Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if they are also registered for casual work.
- (f) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (g) Where the local agreement covering access to work by part-time employees (former "15.01c") does not contain a termination clause, the agreement may be terminated on giving of six (6) months' notice by either party.
- (h) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

### **16.02 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

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

1. Step #1: A regular on-going vacancy is to be posted at the Collective Agreement Employer where the vacancy originates. All employees of that Employer in the Facilities Bargaining Association, including laid off and displaced employees, are entitled to apply on the vacancy and be considered pursuant to the provisions of Article 14.01. There is no requirement for "automatic" consideration of displaced or laid off employees.

2. Step #2: If the position is still not filled through Step #1 above, laid off employees are recalled to the vacancy.
3. Step #3: If the vacancy is unfilled after Step #2 above, the following Regional Posting process will apply:
  - (a) If the vacancy originated in a Health Authority displaced employees of Affiliated Employers within the Health Authority geographic area will receive priority prior to external applicants.
  - (b) If the vacancy originated in an Affiliated Employer, displaced employees within the applicable Health Authority are eligible to apply for the vacancy. Displaced employees in the Health Authority receive priority over external applicants.
  - (c) The selection decision of the Employer will be made in accordance with Article 14.01.
  - (d) For the purposes of Step #3, there is no Affiliated Employer to Affiliated Employer priority for employees. In addition, there is no priority for non-displaced employees of a Health Authority to a vacancy at an Affiliated Employer or for a non-displaced employee of an Affiliated Employer to a vacancy at a Health Authority.
  - (e) Employers are working toward the goal of an on-line job posting process. In the interim, until that goal is achieved, Employers will facilitate the operation of Step #3 above by forwarding between the appropriate Health Authority and/or Affiliated Employer information allowing for display on notice boards of a simple listing of vacancies.
  - (f) Any employee who successfully posts on a vacancy under the above process is entitled to port her service and seniority to the receiving worksite.
  - (g) Employers within the Provincial Health Services Authority are not covered by the Regional Posting process outlined in this Step #3.
  - (h) The onus is on employees with a priority for a vacancy to apply. The Employer is not required to “seek out” employees with a priority for a vacancy.
  - (i) The implementation of the above process will not result in “reposting” or “second posting” of vacancies, “holding of vacancies” for any period of time, or an extension to the length of the posting period set out in Article 16.

#### **16.04 Placement Process**

Placement under steps 2 to 3 as set out above would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of Article 14 shall apply.

#### **16.05 Special Project Vacancies**

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

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

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

#### **16.06 Applications from Absent Employees**

- (a) When a vacancy is posted during an employee's approved paid or unpaid leave of absence, the Employer shall consider applications from those employees.
- (b) Where the Employer does not have an electronic posting process, an employee on an approved paid or unpaid leave of absence shall submit an application form before each absence stating the jobs they would be interested in applying on.

### **16.07 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to Article 16.01 above.

### **16.08 Notice to Union**

Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

### **16.09 Notice of Successful Applicant**

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

### **16.10 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

### **16.11 Float Positions**

(a) It may be operationally more efficient and cost effective to utilize regular float positions for relief work as set out in the Addendum - Casual Employees.

Within ninety (90) days of ratification of the Collective Agreement, and on an annual basis thereafter, the Employer and the Union, at the local level, will discuss the development of regular status float pool positions in light of the Employer's use of casual employees in the previous period.

(b) Float pool employees shall be utilized only to relieve positions occupied by other regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.

(c) The Employer shall post and fill float positions in accordance with Article 16.01(a). Float pool employees are entitled to all the provisions of this Collective Agreement except Article 19.01 (a), (b), (c), (d) and (f), and 19.02. In addition, they shall not be entitled to access work under Article 16.01(c) and the Addendum - Casual Employees at times when they are otherwise regularly scheduled to work.

(d) Where appropriate, a float pool employee may be required to perform work at more than one work site of the Employer.

(e) Existing local agreements will not be affected by the above.

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **17.01 Technological Change**

#### **17.01.01 Preamble**

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

#### **17.01.02 Leadership Consultation**

1. The Government, through the Deputy Minister of Health and HEABC, will arrange a meeting on an annual basis between the Leadership Council and the leadership of the FBA. The purpose of such an annual meeting will be to discuss, on a confidential basis, developments and potential initiatives which significantly affect the health sector and which may have an impact on the members of the FBA. Such meetings will be timed to coincide with budget and planning cycles.

2. Each Health Authority/Providence Health Care will arrange a meeting two times a year between the leadership of the Health Authority/PHC and the leadership of the FBA. The purpose of such meetings will be to discuss developments and potential initiatives which may arise within the Health Authority/PHC and which may have a significant impact on the membership of the FBA. Such meetings will be timed to coincide with budget and planning cycles.

#### **17.01.03 Consultation Process – Restructuring and Return of Service**

1. The Employer shall consult the Union(s) when it proposes to introduce a restructuring initiative as soon as possible and not less than ninety (90) calendar days before the initiative may be implemented (except where an emergency exists). A restructuring initiative includes an initiative which affects a significant number of employees at a unit or site level in accordance with section 54 of the Labour Relations Code and includes a significant change in plant or equipment, method of operation or change in FTEs, classifications, site or Employer.
2. The Employer will provide the Union(s) with a detailed description and relevant documentation of the proposed restructuring initiative. The Union(s) may request additional information to inform the discussions regarding alternatives and options for affected employees.
3. Confidentiality will be needed until such time as the Employer is prepared to announce the restructuring initiative. However, with notice, either party may publicly disclose both that consultations as to proposed restructuring initiatives have occurred and the Employer's intentions as stated in the consultations.<sup>1</sup>
4. The Union has the ability to discuss impacts, alternatives and options with the affected employees on a confidential basis.
5. After commencement of the consultation process, the Union will be provided an opportunity at the appropriate project level to discuss alternatives to the proposed restructuring initiative and/or options for impacted employees. Employers will give good faith consideration to any alternatives advanced by the Union, including return of service. In addition to any other options proposed by the Union, the Employer, at its discretion, may consider early retirement incentives, or voluntary recognition of the Union.
6. During the consultation process, the Employer shall not lay off impacted employees, however, where the parties are aware that displacement(s) are likely to occur, notice pursuant to Article 17.06.01 may run concurrently with the consultation process. Displacement options meetings cannot occur until the conclusion of the consultation process.
7. Where the restructuring initiative involves consolidating or relocating a service between sites within the same Employer, the Employer shall provide one hundred-twenty (120) calendar days' notice. A regular employee required to relocate to another worksite may decline the transfer and elect to receive displacement notice if the employee has a practical reason not to work at the new site.
8. Where a restructuring initiative would apply to two (2) or more Employers covered by this Collective Agreement, or where services are consolidated and transferred between Employers, the matter shall be referred to the joint HEABC-FBA Alternate Service Delivery Committee (the "Committee") as soon as the restructuring initiative is proposed, and not less than one hundred twenty (120) calendar days before the proposed initiative may be implemented.
  - (a) The Committee will be comprised of four (4) representatives appointed by the FBA and four (4) representatives appointed by HEABC. The Committee may also bring in a reasonable number of subject matter experts in the work performed and/or the proposed restructuring initiative, as required. Where a restructuring initiative impacts multiple Union Bargaining Associations, the Committee may, by mutual agreement, meet with other Union Bargaining Associations.
  - (b) The Committee will be the forum for the discussion of alternatives to the proposed restructuring initiative and /or the options for impacted employees, including posting across

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<sup>1</sup> Arbitration Award: HEABC on behalf of Chartwell Seniors Housing REIT Owner and Operator of Malaspina Gardens and HEU, unreported, September 19, 2012 (Korbin).

Employers in the event additional consolidated services are transferred to another Employer. HEABC will give good faith consideration to the alternatives advanced by the FBA.

- (c) HEABC and the FBA will each pay their own expenses for their respective Committee members. Employees who are members of the Committee shall be granted leave without loss of pay or shall receive straight-time, regular wages while attending Committee meetings.
- 9. The process described in this article establishes the specific process of consultation and adjustment contemplated by Section 54 of the Labour Relations Code and satisfies the requirements of this Section of the Labour Relations Code for the purposes of the Employer's restructuring initiative.
- 10. Once the Employer makes a decision under the process set out in this provision, the FBA will be notified of the decision in writing. If the Employer makes a decision to proceed with the proposed restructuring initiative, the parties agree that they will move to the process set out in Article 17.03.
- 11. Technological, automation and other types of initiatives will be communicated to the Union at the decision stage but before a decision has been finalized. The Union may discuss and propose alternatives and other suggestions.

### **17.02 Job Training**

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (1) for planning training programs for those employees affected by technological change;
- (2) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (3) for planning training programs for those employees affected by new methods of operation;
- (4) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

### **17.03 Displacement and Employment Security**

#### **Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a restructuring initiative, including a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

#### **17.03.01 Options for Displaced Regular Employees**

Displaced regular employees shall have one (1) of the following options:

- 1. Opportunity to select a vacancy, including those created as a result of an Employer canvass of employees willing to voluntarily sever their employment. Where such departure will result in the retention of an employee who would otherwise be laid off, (the employee who voluntarily severs their employment is entitled to severance as set out in Article 43.02 and 43.03). The Employer, after consultation with the Union, will retain the discretion to determine the scope of the canvass.
- 2. Posting pursuant to Article 16.03.
- 3. Bumping pursuant to Article 17.04

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

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

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

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

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

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

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

4. A regular employee who has no option under 1, 2, or 3, above, shall be entitled to apply for an unfilled regular on-going vacancy across any Health Authority/PHC or Health Sector Employer.
  - (a) Benefits: a laid-off regular employee who successfully posts into a regular on-going vacancy will be entitled to coverage under the medical, dental, and extended health care plans effective the first day of the month following employment.
  - (b) Relocation Expenses: an employee who accepts a regular on-going position in the Health Sector in a location that is more than fifty (50) kilometres from their previous worksite and who chooses to relocate will be entitled to relocation expenses of five hundred dollars (\$500) for a move of up to two hundred and forty (240) kilometres and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometres. Relocation expenses must be claimed from their former Employer within six (6) months of the start date of the regular position and must be supported by receipts.
5. Register for work under the Addendum - Casual Employees on one casual list in any Health Authority/PHC or Health Sector Employer provided the employee is qualified to perform and capable of performing the work.
  - (a) An employee who registers under the Addendum – Casual Employees shall be eligible to apply for regular on-going vacancies.
  - (b) A laid-off regular employee who registers for work under the Addendum – Casual Employees has the option to enroll in the health and welfare benefit plans as per Section 14 of the Addendum without having to work one hundred and eighty (180) hours.
  - (c) In addition, a laid-off regular employee who registers for work under the Addendum – Casual Employees will be entitled to access the benefits set out in Section 15 of the Addendum at the Health Authority/PHC or Health Sector Employer.
6. Access to retraining pursuant to the Memorandum of Agreement, Re: Joint Retraining Fund  
Employees will be entitled to access training funds subject to the Memorandum of Agreement, Re: Joint Retraining Fund.
7. Enhanced Severance Allowance  
Displaced employees with no other option but to relocate more than 50 km from their current worksite for regular ongoing employment shall have the option to select layoff and enhanced severance as follows:
  - (a) An Enhanced Severance Allowance shall be paid to each regular employee who is displaced due to a restructuring initiative, with no other option but to relocate more than 50 km from their current worksite for regular ongoing employment. The Enhanced Severance Allowance will be based on the exact same formula and process as the Severance Fund established in the May 2, 2004 Memorandum of Agreement as outlined in the November 26, 2004 agreement letter from the FBA to HEABC as set out below:



- (i) Less than 1 year of service \$3,500
  - (ii) Between 1 and 4 years of service \$11,000
  - (iii) Between 5 and 14 years of service \$13,000
  - (iv) Between 15 and 24 years of service \$15,000
  - (v) Between 25 and 29 years of service \$16,000
  - (vi) 30 years of service and over \$17,000
- (b) A regular employee who is re-employed by a Health Sector Employer within six (6) months of the effective date of layoff will not be entitled to receive an Enhanced Severance payment subject to the conditions set out below. If the Enhanced Severance payment is made to an employee who is re-employed within six (6) months of the effective date of layoff in the health sector, they will reimburse the Employer a prorated amount of the Enhanced Severance payment based on the length of time before re-employment (e.g., one month before re-employment means a repayment of 5/6 of the Enhanced Severance payment).

#### **17.03.02 Options for Casual Employees**

A casual who no longer has work as a direct result of a restructuring initiative shall be entitled to register in another department with their current Employer for work which the employee is qualified to perform and capable of performing, or if re-employed by another Health Sector Employer within one hundred and eighty (180) days of termination, shall be entitled to port their seniority.

#### **17.03.03 General Provisions**

1. Port Service & Seniority: a laid-off regular employee who successfully posts into a regular on-going vacancy, or registers for work under the Addendum – Casual Employees prior to the expiry of their recall period under the process in this article shall port their service and seniority to the receiving Employer. The ability to port is not available to an employee who receives an Enhanced Severance Allowance under paragraph 7, above.
2. Re-employment with Previous Health Sector Employer: a regular employee laid off as a direct result of a restructuring initiative, who successfully applies on a posting for a regular on-going position at their previous Health Sector Employer within one (1) year from the effective date of the end of the recall period will have their previous health sector service and seniority restored. If the employee received a Severance Allowance or elected to waive the recall period to receive Severance Allowance, Article 43.02 (c) of the Collective Agreement will continue to apply. This provision will not apply to an employee who has ported service and seniority to another Health Sector Employer within one (1) year from the effective date of the end of the recall period.
3. Reimbursement of Educational or Re-Training Costs: regular employees who are issued displacement notice on or after April 1, 2010 and laid off as a result of a restructuring initiative, may apply to their Employer for reimbursement of educational or re-training costs, subject to the following conditions:
  - (a) Reimbursement will be provided for the costs of courses incurred at an educational institution up to a maximum of \$1,000 (pro-rated for regular part-time employees based on their full-time equivalent);
  - (b) Reimbursement will be provided upon presentation of receipts submitted before the expiry of the employee's Collective Agreement recall period; and
  - (c) Regular employees who are laid off and who request to be added to one casual list within the Health Authority (as per paragraph 5 above) are not eligible for these funds.

#### **17.03.04 Transfer of Services**

1. For the purposes of this provision, "transfer" means the transfer of services from one health sector employer to another health sector employer.

#### **Notice**

2. The Employer that intends to transfer services ("the sending Employer") and the Employer intended to deliver the services in the future ("the receiving Employer") will provide the Union with Section 54

notice under the Labour Relations Code at least one-hundred twenty (120) calendar days prior to the planned transfer of the Union's members.

3. During this 120 day period, the receiving and sending Employers will provide the Union with an opportunity to discuss and be consulted on the proposed change and its impact on affected employees and to consider the Union's proposals to manage the impact of the transfer on employees. The receiving Employer will take the lead on behalf of the Employers during the consultation process.
4. During this 120 day period, the receiving and sending Employers will provide the Union with relevant information sufficient to enable an informed labour adjustment discussion of the proposed change.

#### **Transfer Agreement and Labour Adjustment Plan**

5. The receiving and sending Employers and the Union will work in good faith to develop a transfer agreement and labour adjustment plan respecting the transfer of employees.
6. All transfers will be consistent with the following terms:
  - (a) Pay and Benefits: transfers will be seamless with no interruption in pay and benefits;
  - (b) Service Portability: an employee transferred from the sending Employer to the receiving Employer will port their service and service-related banks to the receiving Employer;
  - (c) Seniority & Postings:
    - (i) A transferred employee will port their seniority to the receiving Employer and thereafter will accumulate seniority and service with that Employer.
    - (ii) Transferred employees may use their seniority ported and accumulated with the receiving Employer to access employment opportunities at the receiving Employer, per the Collective Agreement.
    - (iii) Transferred employees will also retain their seniority hours with the sending Employer accumulated at the time of transfer.
    - (iv) Transferred employees may use their seniority retained and accumulated with the sending Employer to access employment opportunities at the sending Employer, per the Collective Agreement.
    - (v) If an employee has not secured a regular position with the sending Employer or regularly worked as a casual with the sending Employer in the five (5) years following the transfer of the employee, their employment rights with the sending Employer will cease.
    - (vi) The onus is on the transferred employee to identify employment opportunities with the sending Employer. Wherever possible, employees will be able to view electronic postings.
  - (d) Re-employment with the sending Employer and Resignation from the receiving Employer:

If a transferred employee is re-employed in a regular position with the sending Employer subsequent to the employee's date of transfer and the employee resigns from the receiving Employer, the employee will port service and benefit entitlements pursuant to the Collective Agreement. The employee will also port seniority hours accrued at the receiving Employer since the date of transfer back to the sending Employer limited to the maximum yearly hours of a regular full-time employee.
  - (e) Transfers of Programs and Services: a regular employee required to transfer to a worksite other than their current worksite may decline the transfer and elect to receive a displacement notice if the employee has a practical reason not to work at the new site.

#### **Standard Template Transfer Agreement**

*The Standard Template Transfer Agreement shall be as agreed to by the parties on August 5, 2011, including the terms of the settlement of August 5, 2011 as attached to this agreement as Appendix 3.*

#### **17.04 Bumping**

Note: This article was modified in accordance with the Memorandum of Agreement Re Consolidation of Seniority Lists. In the event that there is a conflict between this article and the Memorandum of Agreement Re Consolidation of Seniority Lists, the language of the latter will prevail.

“Comparable” means that the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of an employee’s current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee’s current position.

“Worksite” means a facility, agency, centre, program, organization or location at or from which an employee is assigned to work.

- (1) An employee exercising a right to bump another employee must advise the employee’s Employer within 14 days after receiving the seniority list referred to in subsection (2) of their intention to bump an employee at the same worksite or at a different worksite. In addition, an employee exercising a right to bump under any of the following subsections may only bump into a position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (2) An employee who has received a layoff notice must decide whether to bump another employee, within the time set out in subsection (1) above, after receiving from the employee’s Employer a list of the positions on the same seniority list occupied by employees with fewer than 7 years seniority.
- (3) An employee with greater than 7 years seniority making a decision under subsection (2) above may bump an employee with fewer than 7 years seniority at their worksite.
- (4) An employee with greater than 7 years seniority who does not have an option to bump an employee with less than 7 years seniority at their worksite who occupies a comparable position may bump the most junior employee at their worksite who occupies a comparable position.
- (5) An employee with greater than 7 years seniority who does not have an option under subsection (4) above may bump the most junior employee who occupies a position at their worksite; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Health Authority/Health Sector Employer.
- (6) An employee with fewer than 7 years seniority making a decision under subsection (2) above may bump the most junior employee at their worksite who occupies a comparable position or bump the most junior employee who occupies a position at their worksite.
- (7) An employee with fewer than 7 years seniority who does not have an option under subsection (6) above to bump the most junior employee at their worksite in a comparable position may bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Health Authority/Health Sector Employer.
- (8) If an employee exercises a right to bump another employee under subsection (3), (4), (5), (6) or (7) above, the Employer may assign the employee to the new position anytime within 7 days from the date on which the Employer receives notification that the employee has exercised their right to bump that other employee.
- (9) An employee who fails to exercise their right to bump another employee under this Article may be laid off anytime after 14 days from the date on which the employee received the seniority list referred to in subsection (2) above or at the expiry of the employee’s notice period, whichever is later.

#### **17.05 Notice of Displacement**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local designate.

#### **17.06 Layoff Notice**

##### **17.06.01**

The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) less than two (2) years’ seniority - thirty-one (31) calendar days;

- (b) two (2) or more years' seniority but less than three (3) years' seniority - two (2) months;
- (c) three (3) or more years' seniority but less than four (4) years' seniority - three (3) months;
- (d) four (4) or more years' seniority but less than five (5) years' seniority - four (4) months;
- (e) five (5) or more years' seniority - six (6) months.

**17.06.02**

Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

**17.06.03**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06 of this Collective Agreement.

**17.07 Contracting Out**

The Employer agrees that they will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Collective Agreement. In keeping with the process outlined in Article 17.01.03, the Employer will discuss with representatives of the local in a timely manner, functions they intend to contract out after the date of signing this Collective Agreement that could otherwise be performed by Union members within the facility, except where an emergency exists.

There will be no expansion of contracting in or contracting out of work within the bargaining units of the unions as a result of the reduction in FTEs.

**17.08 Return of Service, Trades and Maintenance Work**

Senior representatives of the Employer from each Health Authority/PHC will meet with the Union at least two (2) times per year to discuss trades and maintenance work currently being performed by outside contractors. The Employer will advise the Union if it is considering retaining outside contractors. The Employer will disclose all relevant and appropriate data and documents to the Union.

The parties will consider and discuss factors such as the scope and amount of work being performed by contracted services, the term of the contracts, options for multi-site float crews, optimization of safety in health care settings, and any other factors relevant to the delivery and cost of the service required.

**ARTICLE 18 - TERMINATION OF EMPLOYMENT**

**18.01 Termination of Employment**

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment to minimize the impact on the delivery of health care services and other employees.

The period of notice must be for time to be worked and must not include vacation time.

**18.02 Employment Abandoned**

Any employee who fails to report for work and does not notify their supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

## ARTICLE 19 - SCHEDULING PROVISIONS

### 19.01 Scheduling Provisions

- (a)
  - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
  - (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 21 will not be applicable.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

### 19.02 Job Fairs

#### 19.02.01

Job fairs may be used when there are changes to work schedules within a single job in a unit/department. When there are changes to work schedules within multiple jobs, concurrent job fairs may be held. When there is a re-organization of a unit/department that would trigger the issuance of a notice under Section 54 of the Labour Relations Code or Article 17.01.03, the parties will engage in those processes.

#### 19.02.02

Employees shall not be subject to, nor have access to, a qualifying period as a result of participating in a job fair.

#### 19.02.03

If the Employer intends to implement a revised work schedule where the total number of hours in the unit/department are either increased by less than one (1) FTE, maintained, or reduced:

- (a) The Employer shall post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it;
- (b) Within a further seven (7) calendar days, the impacted regular employees in the unit/department will select a line on the new rotation in order of seniority;

- (c) Each impacted regular employee must select a line where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status), however, an impacted regular employee may voluntarily select any line available to them if they choose;
- (d) If no line within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line, they shall be issued displacement notice at the end of the seven (7) calendar day line selection period;
- (e) Any regular employee without a line in the new work schedule will be issued a displacement notice at the end of the seven (7) calendar day line selection period;
- (f) Any line that has not been selected in the job fair shall be posted in accordance with Articles 16 and 14.01 and be open to all employees of the Employer; and
- (g) The new work schedule will then be posted in accordance with Article 19.01(a)(i).

**19.02.04**

If the Employer intends to implement a revised work schedule that increases the total hours in a unit/department by one (1) FTE or more, a job fair may be held in accordance with the following process:

- (a) The total increase in hours being added to the unit/department schedule (whether in existing or additional lines) shall be rounded down to the nearest whole FTE number (for example, 10,000 additional hours = 5.13 FTE, shall be rounded down to 5);
- (b) The Employer will post a number of positions equal to the number established under paragraph 19.02.04(a) and these postings shall be in accordance with Articles 16 and 14.01 and be open to all employees of the Employer;
- (c) The positions to be posted will be those that the manager can identify as being supplemental to the previous work schedule. Any remaining positions to be posted will be the highest value FTE lines in the revised work schedule. Where the manager cannot identify any supplemental positions, the highest value FTE lines in the revised work schedule will be posted;
- (d) Where an employee from the unit/department applies for one or more of these posted positions, the job fair will be run only after the employee has been advised that they are either successful or unsuccessful on the posting(s). If unsuccessful, the employee shall be entitled to participate in the unit/department job fair; and
- (e) The Employer may then proceed with the job fair for the revised work schedule, exclusive of the posted positions, in accordance with the process set out in Article 19.02.03.

**19.03 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

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

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

Implementation of an extended work day/compressed work week schedule is subject to mutual agreement between the Employer and the Union and will continue in effect unless either party provides written notice of thirty (30) days to terminate the extended work day/compressed work week schedule.

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

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

Upon approval, all employees must sign a waiver and copies will be provided to the Union and the Employer. An approved revised rotation shall be implemented pursuant to Article 19.02.03 (b) through (g).

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

## ARTICLE 20 - HOURS OF WORK

### 20.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

### 20.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Collective Agreement exclusive of meal times shall be 37.5 hours per week or an equivalent.
- (b) The base day will be seven and one-half (7.5) hours for the purpose of calculating the accrued credit banks.
- (c) Rotations with work days greater than seven and one-half (7.5) hours per day are further clarified in the Memorandum of Agreement Re: Extended Work Day/Compressed Work Week.
- (d) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (e) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred seventeen (117) days per year (that is, an average of two (2) days per week plus a minimum of thirteen (13) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred seventeen (117) days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of one hundred seventeen (117) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 21 or Article 27.04.
- (f) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between HEABC and the Union.
- (g) The Employer shall not introduce new or revised shift rotations that contain more than thirteen (13) occurrences of six consecutive shifts within a 1950 hour work year.

### 20.03 Rest and Meal Periods

#### (a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Rest periods shall not be scheduled at the beginning or end of shifts. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks. Those using the cafeteria shall be allowed ten (10) minutes in the cafeteria.

#### (b) Meal Periods

All employees covered by the Collective Agreement shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

#### (c) Combined Rest and Meal Periods

Employees in a department/unit may request to combine their rest and meal periods.

### 20.04 Split Shifts

No split shifts shall be worked except in cases of emergency.

## **20.05 Part-Time Employees**

The Employer shall eliminate, as far as possible, all part-time employees.

## **20.06 Standard/Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

## **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) the rate of time and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time thereafter;
- (2) the rate of double time of their basic hourly rate of pay for all hours worked on a scheduled day off.

**21.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1-1/2) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7-1/2) in that day.

**21.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 21.05 below.

### **21.05**

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- (C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

**21.06** The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 20.02, and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

**21.07** An employee who works two and one-half (2-1/2) hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of twelve dollars (\$12.00). One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 21.09 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

**21.08** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.



**21.09** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

**21.10** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

**21.11** An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

### **21.12 Assignment of Overtime**

In cases where the Employer has authorized overtime to be worked, the Employer will offer the overtime by seniority to eligible employees.

An eligible employee includes one who is: actively working within the affected unit, qualified to perform the work, and available to accept the work (e.g. not on any paid or unpaid leave of absence, not outside of safe work parameters).

The determination of seniority will be based on the most recently published/quarterly seniority list.

For Affiliate Employers, where overtime is unanticipated (less than 24 hours in advance), overtime shall be offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the employer will offer the overtime by seniority to eligible employees.

If an Affiliate Employer introduces an electronic scheduling program or there is an agreement at the local level, overtime will be offered by seniority to eligible employees.

The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.

## **ARTICLE 22 - SHIFT, WEEKEND AND TRADES QUALIFICATION PREMIUMS**

**22.01** Effective April 1, 2022 employees working the evening shift shall be paid a shift differential of one dollar and ninety cents (\$1.90) per hour for the entire shift worked. Effective April 1, 2022 employees working the night shift shall be paid a shift differential of three dollars (\$3.00) per hour for the entire shift worked. The night shift differential shall be increased effective April 1, 2023 to three dollars and twenty cents (\$3.20).

**22.02** Effective April 1, 2022 an employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. The weekend premium shall be increased effective April 1, 2023 to two dollars and fifteen cents (\$2.15).

**22.03** Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

**22.04** Regular employees classified in the trades job family, maintenance supervisor classifications who hold a TQ ticket(s) as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a trades qualification premium of \$900 for one (1) TQ ticket or \$1300 for two (2) or more TQ tickets per year, pro-rated for part-time employees.

## **ARTICLE 23 - CALL BACK**

**23.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work, an allowance as per the applicable transportation allowance set out in Article 26, from the employee's home to the Employer's place of business and return. Minimum allowance shall be five dollars (\$5.00).

**23.02** If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

## **ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENT**

**24.01** Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

## **ARTICLE 25 - ON-CALL DIFFERENTIAL**

**25.01** Employees required to be on-call shall be paid an on-call differential of three dollars and forty cents (\$3.40) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

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

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

**26.01** An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance equivalent to the Canada Revenue Agency Reasonable per-kilometre allowance. Minimum allowance shall be five dollars (\$5.00).

**26.02** Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## ARTICLE 27 - STATUTORY HOLIDAYS

### 27.01 Statutory Holidays

Employees will be entitled to thirteen (13) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred seventeen (117) days per year (two (2) days per week plus a minimum of thirteen (13) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred seventeen (117) days off, they shall be paid extra at double time rates for each day by which their total number of days off falls short of one hundred seventeen (117), except that they shall not again be paid for any day for which they were paid at the rate of double time under Article 21 or Article 27.04.

Employees who are required to work on hospital scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1-1/2) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

### 27.02 Super Stats

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time and one-half (1-1/2) rates in addition to their regular monthly pay rate. Payment of time and one-half (1-1/2) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee. The Employer and the Union agree to be bound by the decision of Special Officer, D.R. Blair, dated August 29, 1974 regarding the interpretation and application of the foregoing Super Stat provisions.

**27.03** When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer scheduled statutory holiday and one or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.01, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31 of the year following the year in respect of which they were originally scheduled.

**27.04** Employees required to work on scheduled days off will receive pay at the rate of double time for the time worked, but will not have the day off rescheduled.

**27.05** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double time. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**27.06** If an employee terminates during the year, they shall be entitled to the same portion of one hundred seventeen (117) days off that their period of service in the year bears to a full year.

**27.07** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

**27.08** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**27.09** If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

**27.10 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

Three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

**ARTICLE 28 - VACATIONS**

**28.01 Vacation Entitlement**

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

- (a) New employees who have been continuously employed at least six (6) months prior to July 1 will receive vacation time based on total completed calendar months employed to July 1.
- (b) New employees who have not been employed six (6) months prior to July 1 will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1.
- (c) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

- 1 year's continuous service - 20 work days' vacation
- 2 years' continuous service - 20 work days' vacation
- 3 years' continuous service - 20 work days' vacation
- 4 years' continuous service - 20 work days' vacation
- 5 years' continuous service - 21 work days' vacation
- 6 years' continuous service - 22 work days' vacation
- 7 years' continuous service - 23 work days' vacation
- 8 years' continuous service - 24 work days' vacation
- 9 years' continuous service - 25 work days' vacation
- 10 years' continuous service - 26 work days' vacation
- 11 years' continuous service - 27 work days' vacation
- 12 years' continuous service - 28 work days' vacation
- 13 years' continuous service - 29 work days' vacation
- 14 years' continuous service - 30 work days' vacation
- 15 years' continuous service - 31 work days' vacation
- 16 years' continuous service - 32 work days' vacation
- 17 years' continuous service - 33 work days' vacation
- 18 years' continuous service - 34 work days' vacation
- 19 years' continuous service - 35 work days' vacation
- 20 years' continuous service - 36 work days' vacation
- 21 years' continuous service - 37 work days' vacation
- 22 years' continuous service - 38 work days' vacation

23 years' continuous service - 39 work days' vacation  
24 years' continuous service - 40 work days' vacation  
25 years' continuous service - 41 work days' vacation  
26 years' continuous service - 42 work days' vacation  
27 years' continuous service - 43 work days' vacation  
28 years' continuous service - 44 work days' vacation  
29 years' continuous service - 45 work days' vacation  
30 years' continuous service - 46 work days' vacation (accruals effective July 1, 2023)

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

## **28.02 Supplementary Vacations**

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

## **28.03 Vacation Period**

- (a) Vacation time earned up to July 1 as indicated in Articles 28.01 and 28.02 shall be granted as follows:
  - Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
  - Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.
- (b) The above scheduling provisions shall not apply and the Employer may schedule vacation evenly throughout the year in departments/units where the Employer creates a reasonable number of regular float position(s) for those departments/units in accordance with Article 16.11 – Float Positions.
- (c) The Employer's request for selection of vacation shall be no earlier than October 1, and the posting of the approved vacation schedule shall be completed by December 31 of the preceding calendar year or any other date mutually agreed at the local level.
- (d) The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department or where the employee has not exercised her rights within the vacation selection time posted by the employer.
- (e) Notwithstanding the above, employees may hold back up to thirty-seven and one-half (37.5) hours in the annual vacation planning process. Employees shall submit their request to schedule the held back vacation by August 1 of each year.

- (f) Remaining hold back vacation requests shall be granted in the order they are received. If competing requests are received on the same day, requests shall be processed by seniority. The granting of hold back vacation is subject to operational requirements.
- (g) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

#### **28.04 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
2. At least one block of vacation shall be at least five (5) days in duration.

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

Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

#### **28.05 Vacation Pay**

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of their vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of their vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

#### **28.06 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year.

#### **28.07 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

#### **28.08 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**28.09** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

#### **28.10 Part-Time Employees**

Part-time employees shall receive the same perquisites and hold back on a proportionate basis as granted regular full-time employees, including the following:

Regular part-time employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; that is, for new hires, eight percent (8%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

## **ARTICLE 29 - BEREAVEMENT LEAVE**

**29.01** Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employee's family.

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

An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

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

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

## **ARTICLE 30 - SPECIAL LEAVE**

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

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

Special leave credits may be used for the following purposes:

- (1) Marriage Leave - five (5) days.
- (2) Parental/Adoption Leave – two (2) days.
- (3) Serious household or domestic emergency including injury or illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the injured or ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' bereavement leave.
- (5) Leave of three (3) days may be taken for travel associated with bereavement leave.
- (6) Leave of up to five (5) days may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.

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

### **30.02 Part-Time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

All special leave credits shall be paid in conformity with Article 30.

Two and three-fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked.

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

**31.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

**31.02** Sick leave credits with pay shall be granted on the basis of one and one-half (1-1/2) work days per month, cumulative up to one hundred fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

The maximum accumulation of sick leave credits shall be eleven hundred and seventy (1,170) hours.

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

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

#### **31.04 Leave - Workers' Compensation**

(a) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board/WorkSafe determines that the employee has established a claim (time-loss benefits) and they are 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 if 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.

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

- Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

(b) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(c) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Collective Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (a) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds twenty (20) work days, statutory holidays will not accrue.

(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.

Continuation of Employment

(e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in their former job; an employee who was on claim for more than twenty-nine



(29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 17.04.

- (f) Sick leave pay shall be paid for the one (1) day or less not covered by the Workers Compensation Act.

**31.05** Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

**31.06** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

**31.07** Employees with more than one (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

**31.08** Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining their condition, they shall be removed from the payroll.

**31.09** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**31.10** All sick leave credits are cancelled when an employee terminates their employment except when an employee transfers to another health care institution in accordance with Article 14.10.02(b) and except as provided in Article 31.11 below.

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

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

### **31.12 Other Claims**

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

### **31.13 Part-Time Employees**

Seven point two (7.2) days (fifty-four (54.0) hours) per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked or the minimum standards for paid illness or injury leave pursuant to the *Employment Standards Act*, whichever is greater. All sick leave credits shall be paid in conformity with Article 31.

## ARTICLE 32 - EDUCATIONAL LEAVE

### 32.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

### 32.02 In-Service Education

The parties recognize the value of in-service both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### 32.03 Employee Requested Long Term Leave

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

### 32.04 Paid Education Leave

- (a) The Employer recognizes the desirability of providing a climate for employees to improve their education level and enhance their qualifications in order to enhance their opportunities for advancement.
- (b) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications.
- (c) Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or license, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.
- (d) Provided that the courses or exams are necessary to obtain a qualification set out on an approved benchmark for a job that might reasonably be available at the Employer's worksite, an employee with at least three (3) years of service with the Employer may also utilize paid education leave to improve their education level and qualifications in order to enhance their opportunities for advancement with the Employer.
- (e) Upon approval of the course, the Employer will grant two (2) days education leave of absence with pay (at straight time rates), to a maximum of fifteen (15) hours. Premium pay does not apply under this article. Paid education leave is not to exceed two (2) days (15 hours) of Employer contribution per Collective Agreement year; nor shall it accumulate from Collective Agreement year to Collective Agreement year.

## ARTICLE 33 - CEREMONIAL, CULTURAL, SPIRITUAL AND BEREAVEMENT LEAVE FOR INDIGENOUS EMPLOYEES

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

Definitions:

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

"Immediate family" for the purposes of accessing Bereavement leave under Article 29.01 includes an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

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

Effective April 1, 2022, an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 29.01 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above). The number of days shall be increased to five (5) days per calendar year effective January 1, 2023.

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

When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

## **ARTICLE 34 - LEAVE – UNPAID**

### **34.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **34.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **34.03 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.04 Unpaid Leave - Union Business**

(a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and

conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.11, 9.01, 9.02, 9.04, 11.05, 11.06, 12.01, 12.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business, including Union leave rest days as outlined in the Memorandum of Agreement Re: Rest Days, on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
  - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

#### **34.05 Unpaid Leave - Public Office and Indigenous Governing Entities**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and Indigenous governing entities and if elected, to serve their term(s) of office subject to the following provisions:

Employees seeking election in a Municipal, Provincial or Federal election, or 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, shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.

Employees elected to public office and Indigenous governing entities shall be granted unpaid leave of absence for a period up to five (5) years.

#### **34.06 Unpaid Leave – Part 6 of the *Employment Standards Act***

For an unpaid leave of absence pursuant to Part 6 of the *Employment Standards Act*, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.

Notwithstanding Article 34.03, for the balance of the leave taken pursuant to Part 6 of the *Employment Standards Act*, the employee shall continue to accumulate seniority and service for the purposes of annual vacation entitlement and accruals, severance, and pension only. The Employer shall maintain health and welfare benefit coverage with the exception of employees on Reservists' Leave.

## ARTICLE 35 - MATERNITY AND PARENTAL LEAVE

### 35.01 Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date.
- (d) An employee shall notify the Employer in writing of the expected date of birth. If the request is made during the pregnancy, such notice shall be given at least four (4) weeks before the day the employee proposes to begin the leave.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a certificate from a doctor, midwife or nurse practitioner indicating the employee's general condition during pregnancy along with the expected date of birth.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).
- (h) An employee is entitled to maternity leave up to six (6) consecutive weeks without pay after the termination of the employee's pregnancy. This leave must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (i) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave under (g) or (h) ends. The Employer may require a certificate from a doctor, midwife or nurse practitioner stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

### 35.02 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Benefit (SEB) Plan, the maternity leave allowance will consist of:
  - (1) One (1) week at eighty-five (85) percent of the employee's basic pay;
  - (2) Sixteen (16) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85) percent of the employee's basic pay.

Note: For the purpose of Article 35 only, "Basic Pay" is defined as the employee's earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee's regular schedule.

### 35.03 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birthing parent who takes maternity leave under article 35.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 51(2) of the *Employment Standards Act*.

- (b) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (c) Leave taken under this clause shall commence:
  - (1) In the case of a birthing parent, immediately following the conclusion of leave taken pursuant to Article 35.01;
  - (2) In the case of a non-birthing parent, within seventy-eight (78) weeks following the adoption or the birth of the child. Such leave request must be supported by appropriate documentation.

#### **35.04 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to benefit apportionment pursuant to (c) below, the parental leave allowance will consist of a maximum of twelve (12) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee's basic pay.
- (c) Where both parents are employees of the Employer, and both employees intend to take parental leave, the employees shall determine the apportionment of the weekly SEB Plan payments (up to a maximum of twelve (12) weekly payments) between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the parental leave.

#### **35.05 Benefits Continuation**

- (a) For leaves taken pursuant to Article 35.01 and 35.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 35.01 and 35.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.

#### **35.06 Entitlements Upon Return to Work**

- (a) Notwithstanding Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.01 and 35.03. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.06.
- (b) Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 34.03.

#### **35.07 Maternity and/or Parental Leave Allowance**

- (a) To be entitled to the maternity or parental leave allowances pursuant to Article 35.02 and 35.04, an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for the maternity or parental leave allowance received under Articles 35.02 and 35.04.

### **ARTICLE 36 - SEXUAL AND DOMESTIC VIOLENCE LEAVE**

- (a) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:

- (i) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;
- (ii) Up to five (5) days of unpaid leave taken in one or more blocks of time; and
- (iii) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's consent, more than one block of time.
- (b) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the Collective Agreement.
- (c) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 34.06.
- (d) Casual employees shall not be required to be available for shifts as outlined above.
- (e) Paid leave for part-time and casual employees shall be determined by the formula in the *Employment Standards Act*.

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

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

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

##### **(1) JOHSC**

The parties agree that Joint Occupational Health and Safety Committees (JOHSC) will be established. The JOHSCs shall govern themselves in accordance with the provisions of the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*. The JOHSC must consist of worker and employer representatives and at least half the members must be worker representatives.

##### **(2) Worker Health and Safety Representative**

In a worksite where there is no JOHSC, a worker health and safety representative may be required in accordance the *Workers Compensation Act*. Where practicable, a worker health and safety representative has the same duties and functions as JOHSC pursuant to *Workers Compensation Act* and as outlined in Article 37.

##### **(3) Appointments**

The Union will appoint their worker representative(s) and alternate worker representative(s) to the JOHSC, and where they are required, their worker health and safety representatives.

##### **(4) Paid Time**

- (a) Employees who are members of the JOHSC shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the JOHSC and time that is reasonably necessary to prepare for meetings of the JOHSC.
- (b) Employees who are members of the JOHSC shall be granted leave without loss of pay or receive straight time regular wages to participate in and fulfill their JOHSC duties and functions, including but not limited to workplace inspections and accident/incident investigations pursuant to the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
- (c) Employees who are members of the JOHSC shall be released from their regular duties to attend JOHSC meetings and perform JOHSC duties and functions.
- (d) The Employer shall make reasonable efforts to provide relief coverage when deemed necessary by the Employer. Verbal reasons for not providing relief coverage will be provided upon request.

##### **(5) Inspections, Investigations and Risk Assessments**

- (a) Where the JOHSC is conducting an accident/incident investigation or workplace inspection involving an FBA member, the designated FBA JOHSC member representative (or alternate) shall be released from their regular duties to participate in the investigation, or inspection.
  - (b) Occupational health and safety includes both physical and psychological health and safety.
  - (c) The JOHSC will participate in occupational health and safety inspections, investigations and inquiries as required in the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
  - (d) The JOHSC may recommend a risk assessment be initiated where they determine that an occupational health and safety-related hazard exists.
  - (e) The JOHSC may request from an employer, information that it considers necessary to identify workplace hazards and make recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.
- (6) Occupational Health and Safety-Related Workload Complaints and Concerns
- (a) The JOHSC shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution.
  - (b) Where the JOHSC determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (7) OHS Resources, Awareness and Promotion
- (a) Where the JOHSC determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of WorkSafeBC and/or the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC).
  - (b) The JOHSC will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents; WHMIS; hazard, near-miss, incident, and injury reporting; occupational health and safety rights; and the role and function of the JOHSC. The JOHSC will foster knowledge and compliance with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* by all staff.
  - (c) The Employer shall be informed by the JOHSC of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (8) Education
- (a) Where an employee is appointed to serve on the JOHSC for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which they serve on the JOHSC.
  - (b) This additional day of paid education leave will be used to attend health and safety courses sponsored by WorkSafeBC, SWITCH BC, or other courses mutually agreed to by the Employer and the Union at the local level.
  - (c) Employees who are members of the JOHSC and Worker Health and Safety Representatives are entitled to an annual educational leave as outlined in the *Worker's Compensation Act*.
  - (d) Employees who are members of the JOHSC and Worker Health and Safety Representatives shall be granted the OHS education leave per Article 37.01 (8) without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of the education.
- (9) JOHSC Variation Requests
- (a) The Employer will consult with the Union(s) when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act*.



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

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. The Employer shall make every reasonable effort to ensure that sufficient, trained staff are present when any treatment or care is provided to such patients/residents.
- (b) FBA employees providing care to an aggressive patient/resident may provide input on the instructions for care of that patient/resident.
- (c) The In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed, or at the request of the employees. The appropriate Joint Occupational Health and Safety Committee (JOHSC) will be consulted on the curriculum. FBA employees providing care to an aggressive patient/resident may provide input on the topics for in-service.
- (d) The Employer shall keep a record of all Code White incidents. The JOHSC will review all incidents and recommend preventative actions. The JOHSC shall refer to the Code White Best Practice Guide in investigations of Code White incidents.

### **37.03 Vaccination and Inoculation**

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) 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.
- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

### **37.04 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with Video Display Terminals (VDTs) shall meet the standards required by the Workers' Compensation Board.

### **37.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### **37.06 Working Alone or in Isolation**

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

### **37.07 Employee Workload**

- (a) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer occupational health and safety-related workload concerns to the Joint Occupational Health and Safety Committee for investigation under Article 37.01(5), through the appropriate employer reporting process.
- (b) The employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence. The Employer will give reasonable consideration to replacing leaves or absences using regular relief or float positions. In situations where employees are absent and have not been replaced and where the work demand has not reduced, the Employer will provide work prioritization

to employees in the same unit who are at work during the absence. In direct patient care areas, upon an employee's request, the Employer will provide a written unit/department process for work prioritization.

- (c) Where workload is a concern, the employee will discuss serious concerns with their supervisor and may seek direction on prioritization of work.
- (d) In any unit or facility, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

### **37.08 Regional Workload Committee**

- (1) For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in a discussion regarding workload issues. The parties can schedule two (2) additional meetings per year if there is mutual agreement that such additional meetings are necessary.
- (2) The parties agree that for the purposes of the discussion regarding workload issues, they will have equal representation not to exceed four (4) representatives per party.
- (3) In order to facilitate the above discussion, the Employer shall provide to the Union(s) the following data on May 31 and November 30 of each year:
  - Hours worked in the previous year;
  - The number of unfilled vacancies per status in the previous year;
  - Overtime hours worked and hours worked by casual employees by classification in the previous year;
  - Sick leave hours in the previous year;
  - FTEs by classification;
  - The number and status of referrals under Article 37.01 (6);
  - Number of full-time, part-time, and casual employees by classification; and
  - Employee separation of employment by classification;
  - The number of project or term certain positions in the previous year;
  - The number of workload hours called out under the Casual Addendum, Section 1, Subsection 9 and the areas where these hours were worked;
  - The number of float positions under Article 16.11 or Article 28.03 and;
  - Relevant census data.

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

- (4) Employers are not required to create administrative systems in order to generate the above data. Employers will provide the data listed above in an electronic and sortable format.
- (5) Following the data being provided, the parties will jointly review the information.
- (6) The parties shall discuss a variety of workload solutions including but not limited to the regularization of hours, prioritization of work, and process review.
- (7) The Employer may create regular positions, or add hours to existing regular part-time positions. This approach may include the creation of vacation relief or float positions.
- (8) The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to the meeting.

### **37.09 Employee Safety**

- (a) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.

- (b) The Employer shall provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (c) The Employer agrees to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, the curriculum may be completed during scheduled work hours. By mutual agreement between the Employer and employee, these modules may be completed outside of regular scheduled work hours. The modules and in-person sessions of the program that are applicable to the employee according to the program shall be considered an in-service under Article 32.02.
- (d) The Employer shall provide appropriate violence prevention refresher training to employees as required by the Employer. When an employee requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the employee and their department or unit. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Article 32.02.
- (e) Employees who experience harassment extending from incidents related to patient/resident or visitor at the workplace may report the situation through the Employer's OHS incidents reporting system or file a complaint pursuant to the Employer's respectful workplace policy.
- (f) Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafeBC.

### **37.10 Sexual and Domestic Violence**

- (a) The Employer will revise or develop a policy to address sexual and domestic violence at the workplace. The policy will be made accessible to all employees within 180 days of ratification. The policy will include the following elements:
  - Identify the process for reporting sexual and domestic violence,
  - A commitment to take appropriate action, which may include the creation and implementation of individualized safety plan(s) for impacted employee(s),
  - Protect employees' confidentiality and privacy, as required, while ensuring workplace safety for all, and
  - Ensure no adverse Employer action is taken against an employee for reporting sexual or domestic violence in good faith.
- (b) The Employer will indicate how to access available Employer supports and resources, and community resources. Employer supports and resources will reflect the principles of trauma-informed care to reduce unintentional re-traumatization.
- (c) The Employer will consider risks of domestic and sexual violence as part of their violence prevention risk assessments.

### **37.11 Ergonomics**

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

Within 30 days of an employee's request, the Employer shall commence a risk assessment process to determine if an employee's workstation is of adequate size and functionality.

### **37.12 Psychological Health and Safety**

- (a) The Employer and the Facilities Bargaining Association agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.
- (b) The Employer will implement in each of their workplaces the Psychological Health and Safety Standard to prevent and protect workers from psychological harm. The Standard defines a psychologically healthy and safe workplace as one that promotes workers' psychological well-being and actively works to prevent harm to workers' psychological health in negligent, reckless or intentional ways.
- (c) The Employer must meaningfully consult with the union in identifying the problems, creating a reporting and investigation process, and developing a plan to control risks related to the 13 factors affecting psychological health and safety in the workplace, namely:
  - Organizational Culture
  - Psychological and Social Support
  - Clear Leadership & Expectations
  - Civility & Respect
  - Psychological Demands
  - Growth & Development
  - Recognition & Reward
  - Involvement & Influence
  - Workload Management
  - Engagement
  - Balance
  - Psychological Protection
  - Protection of Physical Safety
- (d) The Employer shall communicate its adoption of the Psychological Health & Safety Standard to employees.
- (e) The parties recognize the role of Joint Occupational Health and Safety Committees (JOHSC) in supporting psychologically healthy and safe workplaces. Therefore, the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.
- (f) Within 120 days of ratification, the parties agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop standardized resources to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces.

### **37.13 Data**

Every six months, the employer shall provide to the union, in excel format, the following data:

- a list of all active Joint OHS Committees
- the areas that each committee is responsible for (such as facility, units or programs)
- where and when each committee meets
- the names and committee appointment dates for FBA members
- the date each member received education as per the OHS Regulation 3.27 and additional education referred to in the Collective Agreement.

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

Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature including Code Whites. 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, and employees may access the WorkSafeBC Critical Incident Response (CIR) program. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

## **ARTICLE 38 - HEALTH CARE PLANS**

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

### **38.01 Medical Plan**

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

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

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

### **38.02 Dental Plan**

- (a) Employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one hundred percent (100%) of the premium.
- (d) During the term of this Collective Agreement Pacific Blue Cross will be the carrier of the dental plan.

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

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

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

- 39.01** The Employer shall provide a mutually acceptable long-term disability insurance plan.
- 39.02** The plan shall be as provided in the Addendum - Long-Term Disability Insurance Plans.
- 39.03** The Employer shall pay one hundred percent (100%) of the premium.

## **ARTICLE 40 - GROUP LIFE INSURANCE**

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

- 40.01** The Employer shall provide a mutually acceptable group life insurance plan.
- 40.02** The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.
- 40.03** The plan shall include provision for employees to continue the payment of premiums after retirement or termination.
- 40.04** The plan shall also include coverage for accidental death and dismemberment.
- 40.05** The plan shall be as provided in the Addendum - Group Life Insurance Plan.
- 40.06** The Employer shall pay one hundred percent (100%) of the premium.

## **ARTICLE 41 - MUNICIPAL PENSION PLAN**

### **41.01 Municipal Pension Plan**

**41.01.01** Regular employees shall be covered by the provisions of the Municipal Pension Plan. That is, all regular employees shall be entitled to join the Municipal Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment.

Notwithstanding the foregoing, any new regular part-time employees, may, at the time of hiring, decline to be enrolled in the Plan for the period of their part-time employment.

Casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this Collective Agreement the Municipal Pension Plan Rules provided for the following:

- (i) A casual employee who has been employed in a continuous full-time capacity with the same employer for a period of twelve (12) months shall be enrolled in the Plan as a condition of employment.
- (ii) Casual employees (except as noted in (i) above) who have completed two (2) years of continuous employment with earnings from the employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of the two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver.

**41.01.02** Notwithstanding the reference to the Municipal Pension Plan in Article 41, the Parties agree that for employers certified after September 30, 2003, the application of the Municipal Pension Plan shall be the subject of negotiation between the parties.

**41.02** The Employer agrees that at the time an employee retires, assistance will be given to the same extent as in the past in the preparation and forwarding of applications for pension and medical, Extended Health Benefits and Dental coverage. It is understood that this shall be at no cost to the Employer.

## **ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE**

**42.01** All employees affected by this Collective Agreement shall be covered by the Employment Insurance Act, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

## **ARTICLE 43 - SEVERANCE ALLOWANCE**

### **43.01 Employees Who Qualify Defined**

- (a) A severance allowance shall be paid to each employee who has completed ten (10) years' service and who:
  - (1) voluntarily leaves the Employer's workforce after their fifty-fifth (55) birthday, or
  - (2) was in the work force prior to April 1, 1963 and exercises the option of retiring under the provisions of the Public Sector Pension Plans Act and Municipal Pension Plan Rules at age fifty-five (55) or any subsequent age up to sixty (60), or
  - (3) is terminated because the employee's services are no longer required due to closure of the health care facility, job redundancy, etc., except employees dismissed for cause, or
  - (4) dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.
- (c) Eligibility shall not be dependent upon participation in or contribution to the Municipal Pension Plan.
- (d) Regardless of length of service, a severance allowance shall be paid to an employee enrolled under the provisions of the Public Sector Pension Plans Act and Municipal Pension Plan Rules who is required to retire because of medical disability as defined under the Public Sector Pension Plans Act and Municipal Pension Plan Rules.
- (e) Regardless of length of service, in the case of an employee not enrolled in the Municipal Pension Plan, medical disability shall be determined by a board of medical practitioners established in a manner similar to that provided in the Public Sector Pension Plans Act and Municipal Pension Plan Rules.

### **43.02 Definition of Service Related to Calculation of Severance Allowance Monies**

- (a) An employee's service shall be calculated from the initial date of employment (regardless of date of Union certification) as a regular full-time or regular part-time employee (Article 2.01 - Definition of Employee Status) subject to the application of Article 34.03 and the following:
  - (1) an employee voluntarily terminating their service and who is later hired by another Employer within three hundred sixty-five (365) calendar days shall have continuous service for purposes of severance allowance, subject to (c) below;
  - (2) an employee whose service is terminated by the Employer (except employees dismissed for cause) and who is later hired within three hundred sixty-five (365) calendar days by the same employer or another certified Employer shall have continuous service for purposes of severance allowance, subject to (c) below.
- (b) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.
- (c) The same period of service cannot be used more than once for calculating severance allowance.

### **43.03 Calculation of Severance Allowance Monies**

- (a) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years' service and 1000 hours into their sixteenth (16) year, they shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15) year	-	2½ days
1000 hours additional		1000 X 2.5 days
		1879.2

or 1.33 days

Effective the first pay period between September 30, 2004 and October 13, 2004, the employee shall be entitled to:

Fourteen (14) years' service	-	7 weeks
Fifteenth (15) year	-	2½ days
1000 hours additional		1000 X 2.5 days
		1957.5

or 1.277 days

- (b) Length of service for part-time employees shall be calculated as follows:
- (1) total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service and effective September 30, 1993, for hours worked after the first pay period prior to September 30, 1993, total hours worked divided by thirty-six (36) hours to establish weeks of service, and then effective the first pay period between September 30, 2004 and October 13, 2004, total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service, then
  - (2) weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- (c) In addition to the foregoing severance allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.

#### **ARTICLE 44 - VOLUNTEERS**

**44.01** It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

#### **ARTICLE 45 - CHILD CARE**

**45.01** The Employer and the Union agree to establish a Joint Committee to investigate the availability and viability of facilities and equipment for child care centres for children of employees covered by this Collective Agreement.

#### **ARTICLE 46 - MORGUE SERVICE**

**46.01** Employees who are required to perform a morgue service on cadavers shall receive seventeen dollars (\$17.00) for each cadaver. This provision does not apply to employees classified as Morgue or



Pathology Attendants. Employees required to assist in autopsies shall, if requested by the employee, be supplied with Hepatitis B vaccine at no cost.

#### **ARTICLE 47 - PRINTING OF THE COLLECTIVE AGREEMENT**

**47.01** The Facilities Bargaining Association and the Employer desire every employee to be familiar with the provisions of this Collective Agreement, and their rights and obligations under it. For this reason the Employer and the Union shall make the Collective Agreement accessible to employees both in electronic and booklet form.

The Employer shall print sufficient copies of the Collective Agreement to provide one (1) copy for ever three (3) employees per worksite for distribution to employees.

The Collective Agreement shall be printed at the Queen's Printer and bear a recognized Union label.

The Facilities Bargaining Association and Employer shall agree on the size, print, colour and cover of the Collective Agreement prior to it being printed.

The Employer shall print the Collective Agreement no later than 75 days after the completion of negotiations.

The Employer and the Facilities Bargaining Association shall each bear one-half of the printing costs. The Employer or the Facilities Bargaining Association may request additional printed copies at their own expense.

An electronic copy of the Collective Agreement shall be made available to employees on the unions' and HEABC's websites. Where the Employer has an internal website or intranet, an electronic copy of the Collective Agreement will be accessible to employees.

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

**48.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

**48.02** The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

##### **48.03 Wage Schedule**

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

##### **48.04 Wage Adjustments**

(a) Special Adjustments:

Effective April 1, 2010 – Add a special adjustment of one and one-half per cent (1.5%) to the wage rate for the following job classifications:

Laboratory Assistant I (Benchmark #15201)

Laboratory Assistant II (Benchmark #15202)

Laboratory Assistant II (A) (Benchmark #15205)

Laboratory Assistant III (Benchmark #15203)

Laboratory Assistant IV (Benchmark #15204)

Nursing Assistant I (Sterile Supply) (Benchmark #15303)

Nursing Assistant II (Sterile Supply) (Benchmark #15306)

Nursing Assistant III (Sterile Supply) (Benchmark #15308)

Nursing Assistant IV (Sterile Supply) (Benchmark #15315)

Buyer (Benchmark #10907)

Buyer Supervisor (Benchmark #10908)

Accountant I (Benchmark #10217)

Accountant II (Benchmark #10218)

Accounting Supervisor (Benchmark #10216)

Nursing Unit Assistant (Benchmark #10317)

Nursing Unit Clerk (Benchmark #10104)

Effective January 1, 2013, add a general wage increase of two percent (2.0%) to all rate levels found in the Schedule.

Effective April 1, 2013, add a general wage increase of one percent (1.0%) to all rate levels found in the Schedule.

#### **48.05 Pay Days**

Employees shall be paid by cheque or direct deposit every second Friday subject to the following provisions:

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) Employers will make available to employees electronically, accrued vacation and special leave balances.
- (c) Subject to paragraph (h) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (d) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
- (e) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
- (f) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on their last day preceding the pay day provided the cheque is available at their place of work.
- (g) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (h) Where an Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in their pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

#### **48.06 Effective Date of Wages and Benefits**

- (a) All new wages and benefits shall be effective as specified in the Collective Agreement.
- (b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.
- (c) Application of the Collective Agreement to employees governed by certifications occurring after September 30, 2002, will be the subject of negotiations between the parties.
- (d) Superior benefits for new certifications shall be addressed in accordance with the principles set out in the Levelling and Melding Awards.

- (e) Employees certified during the term of this Collective Agreement shall engage in the following process of review and their method of operation and job descriptions:
- (1) Within three (3) months of certification, the Employer may review its operation and if necessary make changes to its method of operation and job descriptions. Such changes, if any, shall not be arbitrary, capricious or in bad faith;
  - (2) At the completion of the period above, HEABC will provide the appropriate Union with a list of the proposed classification of the jobs at the Employer;
  - (3) Within one month of receiving the list referred to in (e) (2) above, the Union shall file with HEABC, in writing any objections to the proposed classification of jobs. All jobs not covered by a written objection shall be deemed to be appropriately classified under the Facilities Classification System;
  - (4) The Employer shall review any objections to its proposed classification of jobs within one (1) month of receiving the Union's written objections. The parties shall attempt to resolve the objections within a further month. Objections not resolved shall be resolved by Cathy Knapp or Judi Korbin using the expedited arbitration process as set out in article 11 of the Maintenance Agreement;
  - (5) If any classification process results in the reduction of an employee's classification pay rate, the issue shall be addressed consistent with the principles set out in the Melding and Levelling Awards;
  - (6) New positions, changed positions, and classification disputes which arise after the completion of steps (e)(1) through (e)(5) above shall be addressed using the Facilities Classification System.

#### **ARTICLE 49 - PAY EQUITY**

The following is a framework for implementing pay equity in the Collective Agreement.

The parties agree to make interim pay equity adjustments prior to finalizing pay equity.

##### **Principles**

1. The parties agree that the purpose of pay equity is to eliminate gender-based wage discrimination.
2. Pay equity shall be achieved through a plan to compare the relative value of jobs.
3. As part of the pay equity review, the parties will review the pay grid; the increment structure (in addition to the adjustment to the increment structure which is directed below under the heading Interim Pay Equity Adjustments); and the number of job classes and benchmarks.
4. The parties are committed to implementing pay equity changes as quickly as possible. The parties recognize that pay equity cannot be achieved in one Collective Agreement, and agree to a joint implementation process commencing April 1, 1991, to put in place a pay equity plan. To that end, in addition to all other provisions of this pay equity article, it is agreed that commencing April 1, 1994, an annual amount of not less than one percent (1%) of the total salaries of the bargaining unit shall be applied to the achievement of pay equity (provided that the full one percent (1%) is required to achieve pay equity in the final year).

Pay equity increases of one percent (1%) shall be effective May 1, 2001; one and one-half percent (1.5%) effective April 1, 2002, and one and two-tenths percent (1.2%) effective April 1, 2003. Pay equity increases of one percent (1%) shall be effective on April 1, 2004 and on April 1, 2005. Up to one percent (1%) of the total salaries of the bargaining unit will be applied on April 1, 2006 as a Pay Equity adjustment to move all remaining jobs to their Pay Equity target rate. The 1994 and 1995 pay equity increases shall be applied consistent with the above paragraph.

##### **General**

1. Implementation of pay equity will be incorporated into the Collective Agreement.
2. Pay equity adjustments will be applied prior to implementing general wage increases.

3. Pay equity adjustments, including retroactivity, will be paid to all employees in eligible classifications, including casual employees.
4. There will be no red-circling or wage reduction for any employee as a result of the implementation of pay equity.
5. The parties agree to use the ten (10) factors listed below to form the basis of the comparison of relative job values. If either party is of the view that the ten (10) factors should not be equal-weighted, it shall have the onus of persuasion that the weights should not be equal. In the event the pay equity arbitrator is required to resolve a dispute about factor weightings, he shall place the onus of persuasion as aforesaid, and shall ensure that his decision is consistent with the above-stated purpose of the pay equity plan. The Steering and Technical Committees (constituted as directed below) will finalize the definitions and structure of the factors; and, subject to the foregoing, the weights of the factors.
6. HEU and HEABC accept the principle of comparability with the BC Government Employees' Union as part of their pay equity plan. To the extent necessary of satisfaction, this principle shall be made effective April 1, 1996.

### **Interim Pay Equity Adjustments**

1. Interim pay equity adjustments will be made prior to implementing a comprehensive pay equity plan.
2. These interim adjustments will amount to \$13 million on salaries effective April 1, 1991; and \$7 million on salaries effective April 1, 1992.
3. The \$13 million effective April 1, 1991 will be allocated:
  - (a) first, by ensuring that no classification receives less than the amount proposed by Health Employers Association of BC during the 1991-92 collective bargaining as the appropriate interim allocation to be effective April 1, 1991;
  - (b) second, by eliminating the bottom increment step in respect of all classifications for which increment steps are now part of the wage structure;
  - (c) third, to the extent of any remaining monies, as the Steering and Technical Committees may determine, such determinations being consistent with the above-stated purpose of the pay equity plan.
4. The \$7 million effective April 1, 1992 will be allocated in such manner as the Steering and Technical Committees may determine, such determinations being consistent with the above-stated purpose of the pay equity plan.
5. In addition to his jurisdiction under Disputes below, the pay equity arbitrator shall have the jurisdiction to resolve any disputes between the parties concerning the interpretation or application of the above provisions dealing with interim pay equity adjustments. In that regard, issues which remain outstanding forty-five (45) days after ratification may be referred by either party to the pay equity arbitrator for binding determination. In the exercise of his jurisdiction under this paragraph, the pay equity arbitrator may determine his own procedure, but will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that any outstanding issues concerning interim pay equity adjustments will be resolved within ninety (90) days of ratification.

### **Job Value Comparison Plan**

The parties agree to implement a method of comparing the relative value of jobs to determine the extent of any gender - based wage discrimination. The parties agree to the following steps:

#### **1. Step 1 - Establish Committees**

A Steering Committee and a Technical Committee will be established within twenty-one (21) days of the ratification of the Collective Agreement. Each committee will have no more than eight (8) persons with equal representation from the Union and the Industry. Employees who are members of a committee will be granted leave without loss of pay, or receive straight time regular wages to participate in the committee process.

## **2. Step 2 - Gathering Information**

In order to compare the value of jobs the parties agree that additional information needs to be gathered for pay equity purposes to supplement the Benchmarks.

Within one hundred and forty-one (141) days of Step 1, the parties will establish a representative sample of Benchmarks and/or jobs; will decide what additional information is necessary; and will decide the manner in which such information will be gathered including a schedule of interviews.

## **3. Step 3 - Interview Process**

Interviews will take place over a period of ninety (90) days. The interviews both of bargaining unit employees and of managers will be conducted jointly by Union/Industry members of the Technical Committee (or designates).

## **4. Step 4 - Assess the Results**

Within thirty-five (35) days of Step 3, the Technical Committee will review the results of the gathering of job information including the interviews.

## **5. Step 5 - Comparison of Relative Job Values**

Within forty-eight (48) days of Step 4, the Steering and the Technical Committees will use the results of the assessment of job values to determine the extent of gender-based wage discrimination.

## **6. Step 6 - Implementation Schedule**

Within twenty-eight (28) days of Step 5, the Steering Committee will establish a schedule for implementing the necessary pay equity adjustments, with the first adjustments effective April 1, 1993. The cost of the adjustments effective April 1, 1993 shall be one percent (1%) of the total salaries of the bargaining unit (but in no event less than \$6 million).

## **Disputes Pay Equity Arbitrator**

1. Any dispute between the parties about the interpretation, application or alleged violation of the provisions of this article of the Collective Agreement, including any disputes arising from the application of the processes in the above six steps, shall be referred to Stephen F.D. Kelleher, Q.C. as pay equity arbitrator. Where the dispute pertains to one of the above six steps, it will be referred to the pay equity arbitrator not later than seven (7) days prior to the maximum of the time frame of the particular step.
2. For disputes arising under the provisions of this article, other than those arising under the heading Interim Pay Equity Adjustments or those arising under paragraph 6 (BCGEU comparability) of the heading General, the parties agree to the following expedited arbitration process:
  - (a) Hearings shall be at locations directed by the pay equity arbitrator.
  - (b) The parties will not use lawyers for presentations.
  - (c) The presentations will be short and concise. Written arguments will not exceed five (5) typed pages. Each party's oral argument shall not exceed four (4) hours.
  - (d) The pay equity arbitrator will give the parties a succinct written decision within seven (7) days of the hearing.
  - (e) The decisions of the pay equity arbitrator will be final and binding.
3. For disputes arising under paragraph 6 (BCGEU comparability) of the heading General, the following shall apply. Within forty-five (45) days of the effective date stipulated by paragraph 6 aforesaid, the parties will meet and endeavour to agree upon the exact implementation of the principle of comparability. If, by fifteen (15) days prior to such effective date, full agreement has not been reached, either party may refer the outstanding issues to the pay equity arbitrator for binding determination. In the exercise of his jurisdiction under this paragraph, the pay equity arbitrator may determine his own procedure, but will adopt such procedures as will best ensure an expeditious resolution. It is the aim of this paragraph that the pay equity arbitrator will have rendered a decision on any outstanding issues within sixty (60) days of the matter being referred to him.

### **Framework of Job Evaluation Factors**

1. Education - measuring the level of formal education required to perform the duties of the job.
2. Training and Experience - measuring the degree of training and experience required to perform the duties of the job.
3. Physical Demands - measuring the degree of physical demands required to perform the duties of the job.
4. Mental Demands - measuring the degree of mental demands required to perform the duties of the job.
5. Independence - measuring the degree of supervision or guidance received in performing the duties of the job.
6. Supervision - measuring the degree of supervision exercised over other employees.
7. Responsibility - measuring the degree of responsibility of the process, function, data, people.
8. Communication - measuring the type of communications requirements in performing the duties of the job.
9. Services to people - measuring the nature of the services, and/or care giving to others as required by the performance of the duties of the job.
10. Working Conditions - measuring the conditions under which the normal performance of the duties occurs.

### **Ongoing Pay Equity Implementation Review Process**

Within six (6) months of the finalization of Step 6 of the Job Value Comparison Plan, the Joint Pay Equity Steering Committee will meet to review the impact of any changes to benchmarks and pay rates on the Job Value Comparison Plan.

The Committee will meet semi-annually thereafter.

Any dispute between the parties about the ongoing pay equity implementation review process shall be heard by an arbitrator agreed upon by the parties. He or she shall proceed in accordance with the expedited process outlined in Article 49: Disputes Pay Equity Arbitrator. If the parties are unable to agree on an arbitrator the appointment will be made by the Chair of the Labour Relations Board of B.C.

### **ARTICLE 50 - JURY DUTY**

**50.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receives from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

## **MEMORANDUM OF AGREEMENT**

**Between**

**HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)**

**And**

**FACILITIES BARGAINING ASSOCIATION OF BC (FBA)**

**Re: Health and Welfare Benefits**

Definitions:

1. In this Memorandum of Agreement:

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

“Employer” means any employer certified to the FBA bargaining unit save and except the BCEHS and BCAS units;

“Joint Facilities Benefits Trust (“JFBT”) means a trust formed by HEABC and the FBA as required by this Memorandum of Agreement.

### **Formation of the JFBT**

2. The Parties agree to establish a working group (“Working Group”) by August 1, 2014 to create the JFBT.
3. The Working Group will be composed an equal number of representatives appointed by HEABC and FBA.
4. HEABC and FBA will each have one vote on the Working Group with any differences resolved by the adjudicator appointed under paragraph 23.
5. The JFBT shall be established by no later than March 31, 2015 unless agreed otherwise by the Parties.
6. Upon formation of the Working Group, HEABC will provide or cause the Healthcare Benefits Trust (“HBT”) and HBT’s contracted benefit providers to provide directly to HEABC or FBA all data requested by either the HEABC or FBA and their respective designated advisors for purposes of analyzing the future provision by the JFBT of benefits currently provided by the HBT. For purposes of clarity, such data will include but will not be limited to all data necessary to perform an actuarial valuation of the HBT or the JFBT.
7. HEABC, FBA and their respective members on the Working Group will maintain confidentiality in respect of data containing personal information or data the disclosure of which would be harmful to the business interests of a third party as defined in section 21 of the Freedom of Information and Protection of Privacy Act.
8. HEABC will provide the FBA up to \$250,000 of funding, until the JFBT is formed, for costs incurred by the FBA in regard to the establishment and formation of the JFBT. Any further costs of this nature incurred by the FBA will be funded by the JFBT.

### **Co-governance of the trust**

9. The JFBT will be governed by a board of trustees with an equal number of trustees appointed by each of HEABC and the FBA.
10. The parties will select and appoint a chair of the board of trustees.
11. The trustees appointed by HEABC will have one vote, the trustees appointed by FBA will have one vote and the chair will have one vote if there is a tie.
12. The union representatives on the JFBT will have the right to amend or improve extended health, dental, life, and accidental death and dismemberment benefits but any decision to amend LTD benefits will be made by the trustees.

### **Benefit funding**

13. The Parties agree that the benefits provided under the Collective Agreement shall be maintained unless amended by the trustees.

14. The Parties, through the Working Group, shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of payroll and payable by the Employer to the JFBT (“Benefits Funding”). The Benefits Funding will be transferred to, and be administered by, the JFBT commencing April 1, 2016.
15. By April 1, 2016, all Employers must obtain benefits through the JFBT. Employers whose current contract with a benefit service provider expires after April 1, 2016 will not be required to join the JFBT benefit service provider until their current contract expires. The HEABC will provide a list of all such Employers to the FBA by no later than June 1, 2014, together with payroll and benefit cost information.
16. The fixed percentage agreed to by the Working Group under paragraph 14 above will be adjusted for April 1, 2017 to March 31, 2018 to incorporate the effects of inclusion in HBT of Employers previously obtaining benefits through a provider other than HBT as referred to in paragraph 15.
17. The Parties agree that the percentage determined for Benefits Funding shall remain fixed for the period April 1, 2016 to March 31, 2019 and will remain in effect except as amended by agreement of the parties and will be subject to renegotiation under any renewal Collective Agreement.
18. HEABC will ensure interim funding as necessary for the JFBT between April 1, 2016 and October 1, 2016. The Working Group may enter into negotiations to effect an asset and liability transfer from HBT.
19. HEABC will indemnify and save harmless the FBA, its constituent unions, and the JFBT from any and all claims from HBT, the HEABC or the Government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.

#### **Employer LTD risk obligation**

20.
  - (a) “Wage increases” in this clause mean general wage increases and Economic Stability Dividend increases.
  - (b) If the cost of LTD benefits as a result of utilization exceeds the growth in LTD costs resulting from wage increases:
    - (i) For April 1, 2017 to March 31, 2018, the increase above wage increases over the period from April 1, 2016 to March 31, 2017.
    - (ii) For April 1, 2018 to March 31, 2019, the increase above wage increases over the period from April 1, 2017 to March 31, 2018;
  - (c) Health Employers will pay to the JFBT an amount equal to the first two percent (2.0%) of the increased utilization cost of LTD benefits and fifty percent (50%) of the costs resulting from increased utilization that exceed four percent (4%).

#### **Benefit procurement**

21. Until March 31, 2017, the JFBT must obtain coverage through the Healthcare Benefit Trust and thereafter the JFBT may obtain coverage through alternative providers.

#### **Discretionary appointment to the HBT Board**

22. Subject to the approval of HEABC as settlors of the HBT, the trustees of the JFBT may designate one HEABC trustee and one FBA trustee to serve as trustees of the Healthcare Benefit Trust.

#### **Dispute Resolution**

23. HEABC and FBA agree that any issue whatsoever relating to the interpretation, application or alleged violation of this Memorandum of Agreement shall be remitted to Vince Ready for binding determination. For clarity, Vince Ready’s jurisdiction includes any disputes arising out of the Working Group up to and including the date on which the JFBT is fully operational.

*The Working Group shall be bound by the following Terms of Reference. This document shall not be considered as part of the Collective Agreement but shall be enforceable by the Arbitrator established in para. 23 of the JFBT MOA, above.*

#### **Joint Facilities Benefits Trust: Working Group Terms of Reference**

1. In establishing the JFBT, the following definitions shall apply:



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

“Employer” means any employer certified to the FBA bargaining unit save and except the BCEHS and BCAS units;

“Joint Facilities Benefits Trust” (“JFBT”) means a trust formed by HEABC and the FBA as required by the Memorandum, dated May 12, 2014.

“Benefits Funding” shall be based on a fixed percentage of the preceding year’s payroll and shall be transferred annually by the HEABC to the JFBT starting on April 1, 2016.

“Fixed percentage” shall be established as actual Employer cost of benefits from April 1, 2014, to March 31, 2015, divided by the payroll over the same period. The fixed percentage shall be increased by an additional one time payment in each of the specified years by the following amounts:

April 1, 2016: 0.35%

April 1, 2017: 0.35%

April 1, 2018: 0.55%

“Actual Employer Costs of Benefits” includes all employer costs related to providing the benefits under the Collective Agreement.

“Payroll” shall be defined as the cost of all straight regular time hours and overtime, of those receiving benefits, but shall not include allowances, premiums, differentials, benefit costs, or pension costs.

2. Where the JFBT is required to consider plan amendments to address cost increases beyond funding levels, or for which there are no available funds from which to offset cost increases, the Trustees shall first consider reductions to the cost of administration, or reductions in other benefit plan costs, that do not impact benefit entitlements or transfer costs to beneficiaries.

## ADDENDUM

### - Group Life Insurance Plan -

See Article 40 - Employees formerly covered by other Collective Agreements will be governed by Group Life Insurance provisions, if any, found in their respective former Collective Agreements.

The HEABC and the Facilities Bargaining Association agree that the group life insurance plan shall be governed by the terms and conditions set forth below.

#### **GROUP LIFE INSURANCE PLAN**

##### **Section 1 - Eligibility**

Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

##### **Section 2 - Benefits**

The Plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000.00) and standard 24-hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

##### **Section 3 - Premiums**

The cost of the plan shall be borne by the Employer.

## ADDENDUM

### - Long-Term Disability Insurance Plans -

#### Long-Term Disability Insurance Plans

The HEABC and the Facilities Bargaining Association agree that the long-term disability insurance plans shall be governed by the terms and conditions set forth below. For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the Healthcare Benefit Trust ("HBT"), this amended plan is effective July 6, 1998 (unless otherwise indicated). For all other employees, the terms of this Plan are effective April 1, 1999.

#### *\* Explanatory Note:*

There are two effective dates for defining an "existing claimant". For employees previously covered by the HEABC/HEU Master Agreement provisions underwritten by the HBT, an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an "existing claimant" is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees substitute the date "April 1, 1999" for "April 1, 1998" and substitute "March 31, 1999" for "March 31, 1998", wherever found in this Addendum.

#### LONG-TERM DISABILITY PLAN

##### Section 1 - Eligibility

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1979 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- (B) Seniority and Benefits - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 34.03 of the Collective Agreement which reads:

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than nineteen (19) months shall continue in their former job; an employee who was on claim for more than nineteen (19) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 17.04 of the Collective Agreement.

Employees on long term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective the first pay period between September 30, 2004 and October 13, 2004: 150 working hours) unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Effective April 1, 1999 premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the employer and claimant on a 50-50 basis. For employees previously covered by the HEU/HEABC Master Collective Agreement, this provision is effective July 6, 1998. Employees to be permitted to enroll in some or all of the above plans. The employee's share of premiums for such coverage is to be paid in advance, on a monthly basis.

Municipal Pension Plan - Employees on long-term disability shall be considered employees for the purposes of the Municipal Pension Plan in accordance with the Public Sector Pension Plans Act and Municipal Pension Plan Rules.

Group Life Insurance - Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

##### Section 2 - Waiting Period and Benefits

- (A) Employees Disabled Prior to April 1, 1998 \*  
(\* See Explanatory Note in Preamble to this Addendum.)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

(1) Supplemental Monthly LTD Benefit

(a) The Parties agree that the eligible employees, who have been and continue to receive benefits under the provisions of the LTD Plan that was in effect prior to the effective date of this agreement, ought to be afforded benefit enhancements. The intent is to ensure that these eligible employees are not unduly disadvantaged or excluded from enhancements to benefits under the LTD Plan effective the date of this agreement because they were:

- (i) eligible for benefits or were receiving benefits prior to and including March 31, 1998; and
- (ii) not actively at work due to illness or injury prior to and including March 31, 1998.

(b) Commencing on the ratification date of this agreement (or no later than April 1, 1999 for non-HEU Master employees) and continuing for a further thirty-six (36) months thereafter, all eligible employees who, prior to and including March 31, 1998 were receiving or, were entitled to receive benefits under the LTD Plan and, who:

- (i) are not eligible for the LTD Plan Early Retirement Incentive Provision; and,
- (ii) have been receiving LTD benefits for four (4) years or more following the date of disability; and
- (iii) are medically unable to participate in a Rehabilitation Plan shall be eligible for a Supplemental Monthly LTD Benefit.

(c) The Supplemental Monthly LTD Benefit shall be determined as follows:

- (i) obtain the gross monthly LTD benefit that the employee is entitled to receive based on the monthly earnings of their regular occupation at the date of disability;
- (ii) obtain the gross monthly LTD benefit that the employee would be entitled to receive based on the current monthly earnings of their regular occupation as at the date of disability;
- (iii) obtain the difference between (i) and (ii) above;
- (iv) multiply the answer to (iii) above by 25% and add to (i) above to determine the adjusted gross monthly LTD benefit;
- (v) deduct from the answer to (iv) above the applicable offsets in Section 5 to determine the adjusted net-of-offsets monthly LTD benefit; and,
- (vi) deduct the eligible employee's current net-of-offsets LTD monthly benefit entitlement to determine the amount of the Supplemental Monthly LTD Benefit.

The Supplemental Monthly LTD Benefit shall be paid as a separate benefit in addition to the regular monthly LTD net-of-offsets benefit that the employee is eligible to receive.

(B) Employees Disabled on or After April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

(1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$2,800 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$2,800 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$2,800 level is to be increased annually by the increase in the weighted average wage rate for employees under the Collective Agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first \$2,800 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$2,800 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the \$2,800 figure will be adjusted as set out in Section 2(B)(1) above).

(C) All Claimants

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or the effective date of early retirement under this plan, whichever occurs first.

- (D) Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) using sick leave credits to top off the long-term disability benefit; or
- (3) banking the unused sick leave credits for future use.

- (E) Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

- (F) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

### Section 3 - Total Disability Defined

- (A) Employees disabled Prior to April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first nineteen (19) months of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of their regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

- (B) Employees Disabled on or After April 1, 1998 \*

(\* See Explanatory Note in Preamble to this Addendum.)

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first nineteen (19) months of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) Residual Monthly Disability Benefit

The Residual Monthly Disability Benefit is based on 85% of their rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net-of-offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

(2) Example:

(a) Monthly LTD net-of-offsets benefit	= \$1,000.00 per month
(b) 85% rate of pay at date of disability	= \$13.60 per hour
(c) 70% of current rate of pay	= \$12.12 per hour
(d) Percentage difference [(b/c) - 1]	= 12.2%
(e) Residual Monthly Disability Benefit (a x d)	= \$122.00

(C) All Claimants

- (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (3) Commitment to Rehabilitation

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- (a) can be expected to facilitate their return to their own job or other gainful occupation; and
- (b) is recommended by HBT or another rehabilitation service provider and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as they continue to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first nineteen (19) months of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, their union) and HBT or another rehabilitation service provider. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT or another rehabilitation service provider will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) Rehabilitation Review Committee

- (a) In the event that the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,

- (ii) that they are medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then,

to ensure benefit entitlement under the LTD Plan, the employee must either:

- (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
  - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee members shall be composed of one (1) employer nominee, one (1) union nominee and a neutral chair appointed by the nominees. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- (i) does not agree with the recommended Rehabilitation Plan; or
- (ii) does not agree that they could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) Rehabilitation Benefit Incentive Provisions

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - (i) return to work on a gradual or part-time basis
  - (ii) engage in a physical rehabilitation activity; and/or
  - (iii) engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase their monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:
  - (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Part B, Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability;
  - (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the Collective Agreement for positions that the employee is qualified and physically capable of performing; and,
  - (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and,
  - (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

“Rehabilitative employment” shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

(6) Joint Rehabilitation Improvement Committee

During the term of the agreement, two (2) persons from HEABC shall meet the two (2) representatives of the Facilities Bargaining Association. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan and as a result of the Rehabilitation Provisions.

**Section 4 - Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (A) war, insurrection, rebellion, or service in the armed forces of any country;
- (B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;
- (C) intentionally self-inflicted injuries or illness.

**Section 5 - Integration with other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include but is not limited to:

- (A) any amount payable under any Workers Compensation Act or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by a compulsory act or law; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan.

**Section 6 - Successive Disabilities**

If following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.



In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

### **Section 7 - Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

### **Section 8 - Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

### **Section 9 - Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65) birthday, whichever occurs first.

### **Section 10 - Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

### **Section 11 - Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Parties. The claims-paying agent shall provide toll-free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors - one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

### **Claims Adjudication Committee**

During the term of the Collective Agreement, one person from HEABC and one person from the Health and Benefit Plan shall meet with two (2) representatives of the Facilities Bargaining Association. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims adjudication.

### **Section 12 - Administration**

The Employer shall administer and be the sole trustee of the Plan. The Facilities Bargaining Association shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9, 10 and 11 of the Collective Agreement.

### **Section 13 - Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the Collective Agreement.

### **Section 14 - LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- (A) An employee under this Collective Agreement who is:
- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more, and
  - (2) eligible for early retirement pension benefits
  - (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement Incentive Benefit.

- (B) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - (2) the amount of the monthly early retirement benefit that the employee will receive;
  - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
  - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of Municipal Pension Plan benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Part B - Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (C) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the Collective Agreement.
- (D) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.
- (E) Joint Early Retirement Improvement Committee

Within six (6) months of the ratification of this Collective Agreement, one (1) person from HEABC and one (1) person from the Healthcare Benefit Trust shall meet with two (2) representatives of

the Facilities Bargaining Association. The parties will work together to improve the early retirement incentive process. The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

### **Section 15 - LTD Benefit Re-opener**

The Parties agree to an LTD Benefit re-opener eighteen (18) months after the ratification date of this Collective Agreement to determine:

- (A) firstly, whether or not the Supplemental Monthly LTD Benefit will continue beyond the 36-month period and/or be increased for a further period of time; and
- (B) secondly, whether or not the employers' portion of premiums for medical, dental, extended health, and accidental death and dismemberment insurance will be increased, depending upon whether there has been an experience savings as a result of the changes to the LTD Plan (i.e., a net savings).

The Facilities Bargaining Association will have access to all relevant information available to the Trust to determine whether there has been an experience savings as a result of the changes to the LTD plan (i.e., a net savings).

Any outstanding issues from this LTD Benefit re-opener shall be referred to Don Munroe for final and binding resolution.

### **Section 16 - Return to Work Programs**

#### **Preamble**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

#### **Mutual Commitment**

The Employer and the Union are committed to a safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates. Employer creation of a return to work program is voluntary.

#### **Consultation**

Return to work programs will be part of an Approved Rehabilitation Plan under the Long-Term Disability Plan.

#### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. The Employer shall not have contact with the employee's physician, without the employee's consent.

#### **Types of Initiatives**

Return to work programs may consist of one or more of the following:

1. **Modified Return to Work:** Not performing the full scope of duties.
2. **Graduated Return to Work:** Not working regular number of hours.
3. **Rehabilitation:** Special rehabilitation programs.
4. **Ergonomic Adjustments:** Modifications to the workplace.

#### **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

#### **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the Collective Agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 38.

Wage entitlement, when participating in the program, will be consistent with the terms of the Collective Agreement and are outlined below:

- (a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:
  - Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.
- (b) Employees in receipt of LTD benefits:
  - These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds (2/3) of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the Addendum - Group Life and Long-Term Disability Insurance Plans.

**No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Long Term Disability. Participation in a program will not delay entitlement to LTD benefits, except as otherwise provided in the Long Term Disability Addendum.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long Term Disability Addendum (Claims Review Committee and Rehabilitation Review Committee).

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re: LTD – Early Accommodation Measures for Employees**

The parties agree that the long-term health of injured and disabled workers benefits from timely and proactive measures that meet their medical restrictions to keep them working, or results in their early return to work from LTD. To that end, the parties agree that:

- 1) During the LTD qualifying period, and where employees cannot be accommodated in their own occupation, they may be accommodated into an available comparable position as defined in Article 17.04. However, in the event the employee is unable to continue working in their accommodated position, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of adjudication and calculation of any claim for LTD.
- 2) During the first 19 months of LTD benefits, employees may be accommodated into an available position that is not less than 75% of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the 19 month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that 19 month period.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re: LTD – Early Retirement Incentive Benefit**

The parties agree to enhance and support efforts to increase the uptake of Early Retirement Incentive Benefits (ERIB) by eligible employees.

It is agreed that:

The Union will be provided with the information necessary in order to contact potentially eligible employees three months prior to their earliest possible eligibility.

The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.

Employees who apply for ERIB may choose to continue to maintain the Extended Health benefit plan (excluding MSP, Dental, Life and ADD) coverage to age 65. The premiums will be cost shared by the employer and the employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis (see Addendum Long-Term Disability Insurance Plans, Section 1 (B), paragraph 6).

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

**LETTER OF INTENT**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Improvement to LTD Benefits**

The parties believe that the return to work program will result in an improvement over historical rates of successful rehabilitation.

The parties agree that if the return to work program results in an improvement over historical rates on successful rehabilitation, the Employer will favourably consider improvements to benefits for employees who have been on long-term disability for several years in recognition of the resulting savings to the benefit plan.

Independent of the foregoing, the parties further agree that in the event that the long-term disability benefits provided under the Collective Agreement between Health Employers Association of BC and the British Columbia Nurses' Union become in any manner indexed, such indexing shall likewise be applied under this Collective Agreement.

Any dispute arising under this Letter may be referred to Donald R. Munroe, Q.C. for a binding decision.

## ADDENDUM

### - Casual Employees -

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of ninety (90) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) bereavement leave relief;
  - (6) union business relief;
  - (7) educational leave relief;
  - (8) such other leave relief as is provided by the Collective Agreement; or
  - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of ninety (90) calendar days.
2. Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. Where the Employer utilizes an electronic scheduling program (technology), casual employees shall be entitled to register for work in two (2) departments. Where the Employer does not have the required technology, an alternate method which will allow casuals to register in two (2) departments may be considered. No casual employee shall be registered in more than two (2) departments except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within ninety (90) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Collective Agreement.
4.
  - (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
  - (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

Article 38, Section 38.01 - Medical Plan

Section 38.02 - Dental Plan

Section 38.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
- (ii) the casual employee is no longer working in the posted position.



- (c) A casual employee appointed to a temporary position with a duration of six (6) months or more may elect to accrue vacation credits at the rate of eight per cent (8%) of straight time pay to be scheduled as paid time off. Casual employees shall notify the Employer of their election to accrue vacation credits on acceptance of the position. Vacation shall be scheduled at a time that is mutually agreeable except that vacation for the subsequent year shall be scheduled after the annual vacation planning process. Employers shall pay out unused vacation credits at the conclusion of the temporary position.
5. Casual employees are entitled to all benefits of this Collective Agreement except the following:
- (1) Article 13 - Probationary Period;
  - (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.10.01, 14.10.02;
  - (3) Article 17.03.01, 17.03.03, 17.04, 17.05, and 17.06;
  - (4) Article 19 - Scheduling Provisions except 19.01(e);
  - (5) Sections 21.09 and 21.10 of Article 21 - Overtime;
  - (6) Sections 28.03 and 28.04 of Article 28 - Vacations;
  - (7) Article 29 - Bereavement Leave;
  - (8) Article 30 - Special Leave;
  - (9) Article 31 - Sick Leave, WCB, Injury-On-Duty;
  - (10) Article 32 - Educational Leave;
  - (11) Article 34 - Leave - Unpaid;
  - (12) Article 35 – Maternity and Parental Leave;
  - (13) Article 38 - Health Care Plans;
  - (14) Article 39 - Long-Term Disability Insurance Plan;
  - (15) Article 41 - Municipal Pension Plan, except as otherwise provided by legislation; and
  - (16) Article 43 - Severance Allowance.
  - (17) Article 50 – Jury Duty
6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
- Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or while on an approved maternity/parental absence will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of leave or WCB illness or accident, calculated as follows:
- (1) Determine the number of hours worked in the 12 month period.
  - (2) Divide by 52 weeks.
  - (3) Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or approved maternity/parental absence, as applicable.
- If the employee has held casual status for less than twelve (12) months preceding the date of the approved absence as set out above, then this shorter period will form the basis of the calculation.
7. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
  - (2) The Employer shall call by either telephone or cellular phone (or pager by mutual agreement) only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
  - (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
  - (5) As an alternative to Sections 7(2), (3), and (4), an Employer may utilize alternate methods for the assignment of casual work, provided that:
    - The assignment of work shall be by seniority;
    - If the alternate methods provide for multiple means for contacting employees (eg. Email, text, pager, etc), the employee shall be entitled to select her preferred means of contact, with the employer keeping a record of the employee's selection;
    - If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Sections 7(2), (3), and (4);
    - Any such alternate methods shall track the information required by Section 7(3) above; and
    - Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.
8. Casual employees shall not be dismissed except for just and proper cause.
- (1) The Employer may require a casual employee to work a minimum of 225 hours over a twelve (12) month period. Where the Employer implements a minimum hour requirement, casual employees who are not offered 225 hours over a twelve (12) month period are not required to meet the minimum standard.
  - (2) If the employee has worked less than 112.5 hours aggregated across all casual registries with an Employer in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of 225 hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
  - (3) If the employee has worked less than 225 hours aggregated across all casual registries with an Employer in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within 30 days of receipt of the letter, they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
  - (4) For the purpose of this article, "bona fide" reasons include grounds under the Human Rights Code. Further, employees may apply for periods of unavailability for other reasons and the employer will not unreasonably deny such applications.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

10.

- (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- (3) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
  - (a) of the master casual seniority list; and
  - (b) of each classification registry maintained by the facility.

11.

- (1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period of four hundred and eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Collective Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13.

12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- (1) Dividing their number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked; and then  
Effective September 30, 1993, for hours worked after the first pay period prior to September 30, 1993 dividing their number of seniority hours by a factor of seven point two (7.2) which shall be deemed to be the number of days worked; and then effective the first pay period between September 30, 2004 and October 13, 2004, divide seniority hours by a factor of 7.5; and then
- (2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

13. Casual employees shall receive thirteen percent (13%) of their straight time pay in lieu of scheduled vacations and statutory holidays.

14.

- (1) Upon completion of one hundred and eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans:
  - (a) medical services plan;
  - (b) dental plan;
  - (c) extended health plan.

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

- (2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the

employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

15. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:
  - (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then
  - (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point five (7.5).
16. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, 13 and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Articles 14.13, 27.10, 28.10, 30.02 and 31.13 of the Collective Agreement.

Sick leave credits accumulated under the provisions of Article 31.13 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.
17. Effective April 1, 2022, when the Employer requires casual employees to wear Canadian Standard Association (CSA) certified Grade 1 or 2 protective toecap or electrical footwear, the Employer shall reimburse up to a maximum of one hundred and twenty-five dollars (\$125) each calendar year for the purchase of the required footwear. To be eligible for reimbursement, the employee shall work more than one thousand (1000) straight-time hours in the preceding calendar year.
18. Pursuant to the *Employment Standards Act*, casual employees shall be entitled to the minimum standards for paid illness or injury leave.

## **ADDENDUM**

### **- Maintenance Agreement and Classification Manual -**

#### **MAINTENANCE AGREEMENT**

##### **1) Introduction**

The purpose of this agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the health care industry.

##### **2) Coverage**

The provisions of this agreement shall apply to all work which is now or shall come within the scope of the Collective Agreement between the parties. This agreement, including the Classification Manual, shall be incorporated in and become part of the Collective Agreement.

This Agreement shall be subject to the grievance and arbitration procedures under the Collective Agreement.

##### **3) Existing Rights**

Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

- (1) Subject to the Collective Agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs;
- (2) The Union has the right to enforce all the provisions of the Collective Agreement and this agreement and in particular may ensure that:
  - (a) a job has been established in a proper manner under the terms of the Collective Agreement and this agreement;
  - (b) a job description accurately describes the work required to be done;
  - (c) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done and consistent with agreed to benchmarks;
  - (d) a job is properly classified in relation to the benchmark class specifications; and
  - (e) a position is assigned to an appropriate job description.
- (3) Where a conflict arises between the Collective Agreement and this agreement, the Collective Agreement shall take precedence.

##### **4) Benchmark Class Specifications**

- (1) The benchmark class specifications in existence at the date of this agreement and agreed to by the parties in the attached Wage Schedules - Benchmarks shall constitute the sole criteria for classifying work in the health care industry covered by the Collective Agreement. Except as provided for in Section 9, no new benchmark class specification shall be introduced and no existing benchmark class specification shall be changed except by mutual agreement between the HEABC and the Union. Neither party shall withhold mutual agreement unreasonably.
- (2) The grid levels which are set out in the attached Wage Schedules – Grids to this agreement shall be assigned a value derived from the wage schedule of the Collective Agreement. Each benchmark class specification shall be assigned to an appropriate rate level which shall be deemed to comprise part of the specification.

##### **5) Job Descriptions**

- (1) The job descriptions which are in existence on the date of this agreement and agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing

to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.

- (4) Each regular employee shall be provided with a copy of the agreed to job description for their position.

#### 6) Establishment of New Jobs

- (1) Prior to the establishment of a new job, the Employer shall:
  - (a) write a new job description;
  - (b) classify the new job in relation to the benchmark class specifications; and
  - (c) assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.
- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

#### 7) Changes to Existing Jobs

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
  - (a) revise the permanent job description or write a new job description; and
  - (b) classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

#### 8) New or Changed Positions

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position they shall be displaced by the service of an appropriate notice to that effect.
- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a "Job Review Request Form" (Form 2) indicating in what manner their position has changed and why they think the job description to which their position has been assigned is inappropriate. The "Job Review Request Form" shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the HEABC and the Union.

- (4) Within thirty (30) calendar days of the receipt of the "Job Review Request Form", the Employer shall review its decision and shall notify the HEABC and the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

#### 9) Appeals

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer's written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to the Classification Referee.
- (2) Within fifteen (15) days of receiving the Employer's written response, the Union will notify the Employer whether the Employer's written response is acceptable. If the Employer's written response is not acceptable, the parties, including HEABC and the Union, shall meet within a further fifteen (15) days to disclose fully each party's case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty (30) days, refer the dispute to the Classification Referee for a final and binding decision.
- (3) Within ten (10) calendar days of the dispute being referred to the Referee, the Union shall provide the Referee with written reasons in support of the appeal.
- (4) Within sixty (60) calendar days of the receipt of the appeal the Referee shall make every effort to hear the dispute and render a final and binding decision in writing.
- (5) The decision of the Referee shall be based upon the same criteria applicable to the parties themselves. Where the Referee allows the appeal their decision shall be limited to a direction that:
  - (a) the position be assigned to another existing job description and may include a direction that any incumbent in the position be displaced and that any vacancy be posted under Article 16.01 of the Collective Agreement;
  - (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, level of responsibilities and required qualifications of the position; or
  - (c) except as outlined below, the job be appropriately classified, provided that the Referee shall not have jurisdiction to classify a job except within the existing benchmark class specifications including the rate level;
  - (d) where the Referee concludes that a position does not conform to an existing benchmark class specification, the Referee shall notify the HEABC and the Union of their decision. The HEABC and the Union shall endeavour to establish an appropriate benchmark class specification for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) days to the Referee as to the appropriate benchmark to be established. The Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Referee shall be binding on the parties. The Referee shall also establish an appropriate wage level for the new or revised benchmark.
- (6) A hearing called by the Referee shall have the same status as an Arbitration Board pursuant to Article 11 of the Collective Agreement.

*Note: Amendments to sections 9(1), (2) and (3) of Maintenance Agreement are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.*

#### 10) Classification Referee

- (1) The Referee(s) shall be mutually agreed to by the HEABC and the Union.

In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment.

The Referee shall be appointed for the term of the Collective Agreement and may thereafter be terminated by either party upon sixty (60) days written notice to the Referee and the other party.

- (2) The fees and expenses of the Referee shall be borne equally by the Employer and the Union.
- (3) The parties shall meet every month, or as often as required, to review outstanding Job Review Requests to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

#### 11) Expedited Classification Appeals

The classification expedited arbitration process shall be governed by the following principles:

- (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- (3) The parties shall utilize employee representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.
- (4) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- (6) Outstanding classification appeals shall be heard under this article by Elaine Doyle, Julie Nichols, Cathy Knapp or Vicki Averill. The decision of the Classification Referee shall be final and binding on both parties.
- (7) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.
- (8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

#### 12) Pay Adjustments

- (1) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (2) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (3) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8(1) shall be covered by this provision.

#### 13) Definitions

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.



- (2) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) **Employer:** A hospital or health organization covered by the Collective Agreement between the HEABC and the Union.
- (5) **Union:** The Facilities Bargaining Association (represented by the Hospital Employees' Union, BC General Employees' Union, the International Union of Operating Engineers, the International Brotherhood of Electrical Workers Local No. 230, the British Columbia Nurses' Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138), and the Public and Private Workers of Canada Local No. 5).
- (6) **HEABC:** The Health Employers Association of BC.
- (7) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

## CLASSIFICATION MANUAL

### 1) Introduction

The Classification Manual outlines the definitions, format and principles of classification to be followed in matching jobs or positions to the benchmark class specifications contained in the Maintenance Agreement and forms part of the Maintenance Agreement.

### 2) Benchmarks

Benchmark class specifications set forth a list of duties by which jobs or positions are distinguished and classified under the Classification System.

Benchmarks also set forth the qualifications appropriate to a position classified to the level of the benchmarks.

Benchmarks do not describe positions. They cover a wide diversity of positions by identifying work duty criteria and qualifications shared by positions at the same classification level and hence the same salary level.

### 3) Format of Benchmarks

(1) All benchmark class specifications are grouped together on a basis of closely related functional activities, fields of work or occupations. Each of these groups is called a "job family". There are twelve (12) job families in the Classification System:

- 1) Clerical
- 2) Food Service
- 3) Housekeeping
- 4) Laundry
- 5) Maintenance
- 6) Stores
- 7) Trades
- 8) Transportation
- 9) Patient Care
- 10) Patient Care Technical
- 11) Miscellaneous
- 12) Technical

(2) Within each job family there is a class series. For example:

Job Family:	Food Services
Class Series:	Food Service Workers
Class Series:	Cooks
Class Series:	Bakers
Class Series:	Food Service Supervisors

In some cases there is only one class series in a job family.

For example:

Job Family:	Transportation
Class Series:	Transportation

### (3) Benchmark Title

Each benchmark within a class series is identified as a benchmark title. For example:

Class Series:	Transportation
Benchmark Title:	Transportation Attendant 1

Benchmark Title: Transportation Attendant 2  
Benchmark Title: Transportation Attendant 3  
Benchmark Title: Transportation Attendant 4

(4) **Grid**

The salary level for each benchmark is identified as a “grid” and the corresponding dollar amount is in Wage Schedules – Grids of the Maintenance Plan. For example:

Grid: 10

Wage Schedules - Grids April 1, 2021 \$3408 per month

(5) **Benchmark Definition**

The duties listed in the benchmark class specification are a representative sampling of the kinds of work which will result in a position being classified at the Benchmark Level.

(6) **Qualifications**

The qualifications set forth in a benchmark reflect the standard at that level under the Classification System.

Membership in a professional association or group is not a required qualification for any position under the Classification System.

(7) **Job Descriptions**

All job descriptions must be drafted in a similar format, with definitions and rules as apply to benchmark class specifications.

The qualifications set forth in a job description must be consistent with the qualifications set forth in the benchmark class specifications for that level.

4) **Principles of Classification**

The purpose of benchmarks is to establish the means whereby jobs may properly be classified and distinguished under the broad banding classification system.

To that end, a job should be classified according to:

- (i) the type of duty and level of responsibilities/skills which are performed to an extent material to reasonable standards of job classification; and
- (ii) qualifications that are required;

and consistent with the following:

- (i) **Integrated jobs.** Where a job encompasses work in two or more benchmark classes but it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classes, they should be classified at the highest classification of the jobs being performed.
- (ii) **Substitutional positions.** Where an employee is required to regularly substitute in a higher-rated position over an indeterminate period and/or to carry qualifications that permit them to substitute in such higher position, they should be classified and paid at the higher classification level.
- (iii) **Special licenses and certificates.** Where an employee is required to carry a special licence, certification or qualification, requiring the equivalent of at least three (3) months full-time study, such as trades qualification, stationary engineer’s certificate or practical nurse’s license, they should be classified consistently with such license certificate or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

If more than one such license, certificate, or qualification is required to be carried, the highest level of such item shall determine the classification level.

From time to time by direction of statute or professional association, separate certification is required to perform specific work already included in the job scope and requiring no additional training or education beyond the benchmark expectations. Where this occurs, attaining and

maintaining the separate certification is the responsibility of the employee and will not constitute grounds for a classification review. The Employer will make every reasonable effort to assist the employee in attaining and maintaining this required certification.

*Note: Amendments to section 4(iii) of the Classification Manual are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.*

### **Position Not Person**

Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

### **5) Glossary of Terms**

(1) **Supervision Received:**

The type of supervision received is indicated in the benchmark only if it has a direct bearing on the evaluation of a position.

(2) **Direct Supervision:**

All work performed is assigned, checked and continuously observed by the designated supervisor and is performed in sight of the designated supervisor.

(3) **Close Supervision:**

All work performed is assigned and the end product is checked for accuracy and completeness by the designated supervisor.

(4) **General Supervision:**

Work performed is assigned by the designated supervisor with the method/manner of performing the work left up to the employee. Work is checked for completion of tasks rather than for specific detail of duties.

(5) **Supervision:**

Supervision may include but is not limited to, providing input into any or a combination of the following: employee evaluations; organization of employee work assignments; hiring of staff; maintaining departmental standards and procedures.

(a) **Supervisor:**

Employee who gives work direction to subordinate staff including scheduling, arranging vacations and authorizing overtime.

(b) **In Charge:**

Oversee the day-to-day operation of an assigned area. This involves a variety of administrative duties such as making recommendations regarding budget, allocating resources, overseeing and updating standards and procedures and may involve supervision of designated staff.

(c) **Working Supervisor:**

Employee who is a supervisor similar to above but in addition performs hands-on work.

(d) **Lead Hand:**

Employee who performs hands-on work in a group or small section of a department (usually four or fewer employees) and directs work assignments and is responsible for its completion.

Employees providing work direction or supervision must be layered over (i.e. placed at a higher classification than) all employees to whom direction or supervision is provided. The resulting classification will be determined by the classification levels of the applicable job family.

(6) **Number of Positions Supervised:**

Regular positions assigned to the area, not full-time equivalents.

- (7) **Related Experience:**  
Previous experience related to the duties associated with the position.
- (8) **Recent Experience:**  
Experience acquired within the previous six (6) years.
- (9) **Domestic Washers/Dryers:**  
Capacity up to fifty (50) pounds (dry weight).
- (10) **Non-Domestic Washers/Dryers:**  
Capacity of more than fifty (50) pounds (dry weight).
- (11) **Technical Typing:**  
Deals with specialized terminology such as medical terminology, legal terminology, accounting terminology, etc.
- (12) **Direct Billings:**  
Billings processed directly to an agency instead of through the Business Office of the facility.
- (13) **Assist:**  
To work under the direction of another who regularly checks, verifies, reviews, adjusts and corrects the work performed as it is being performed.
- (14) **Work Direction:**  
Checking, verifying, reviewing, adjusting, correcting, coordinating and/or assigning work to others. May also include training and orientation duties ensuring standardization of procedures.
- (15) **Administrative Functions:**  
Include any or a combination of: liaising with other departments on work flows and other matters; participating in interdepartmental meetings; coordinating transactions with external agencies on behalf of department; formulating and updating departmental procedures; recommending changes to Administration; compiling statistical reports on departmental activity.  
  
Administrative Levels Duties  
First level: As listed above.  
Second level: Participates in development and monitoring of departmental budget.
- (16) **Secretarial Support Functions:**  
Include any or a combination of the following: typing correspondence, memos, reports, minutes, manuals; drafting, composing routine correspondence; arranging meetings; preparing agendas for meetings; taking, transcribing, editing minutes; maintaining appointment book for superior; making travel arrangements.

## **ADDENDUM**

### **- Return to Work Programs -**

#### **Preamble**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

#### **Mutual Commitment**

The Employer and the Union are committed to a voluntary, safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates.

#### **Voluntary Participation**

Employee participation in an established return to work program is voluntary. Employees may enter, withdraw and re-enter the program, and an employee's participation or non-participation will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician.

Employer creation of a return to work program is voluntary.

#### **Consultation**

Prior to entry into a return to work program, the employer, the employee and the union-designated representative(s) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and to the union.

#### **Supernumerary**

An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees of the Employer.

#### **Confidentiality**

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed.

The Employer shall not have contact with the employee's physician, without the employee's consent.

#### **Program Coverage**

The return to work program will be available to WCB claimants, convalescent employees and injured employees.

#### **Types of Initiatives**

Return to work programs may consist of one or more of the following:

1. Modified Return to Work: Not performing the full scope of duties.
2. Graduated Return to Work: Not working regular number of hours.
3. Rehabilitation: Special rehabilitation programs.
4. Ergonomic Adjustments: Modifications to the workplace.

#### **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

#### **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the Collective Agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 38.

Employees engaged in a return to work program will fall into one of three (3) groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the Collective Agreement and are outlined below:

- (a) Employees who have been approved for Leave - Workers' Compensation:  
receive full salary and all benefits pursuant to Article 31.
- (b) Employees who are awaiting approval of a WCB claim or who have been granted paid sick leave and have accumulated sick leave credits:  
receive pay and appropriate premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.
- (c) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB claim:  
receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hours or more per week.

**No Adverse Effect on Benefits**

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings.

**Return to Work Committee**

The parties agree to form a Return to Work Committee.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Employer Specific Variations and Attachments**

All variations and attachments are to be reviewed. The parties agree to meet within 90 days of ratification of this agreement to resolve all such issues. Dalton Larson will act as mediator/arbitrator to resolve any outstanding matters.



**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re: Trades Apprenticeship Training in Health Care**

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

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

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

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

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

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

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

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**

on behalf of:

Interior Health Authority, Arrow Lakes Hospital, Nakusp  
Interior Health Authority, Halcyon Community Home, Nakusp  
Interior Health Authority, Slocan Community Health Care Centre, New Denver  
Interior Health Authority, Victorian Community Health Centre of Kaslo, Kaslo  
Northern Health Authority, Acropolis Manor, Prince Rupert Northern Health Authority, Bulkley Lodge, Smithers  
Northern Health Authority, Bulkley Valley District Hospital, Smithers  
Northern Health Authority, Chetwynd General Hospital  
Northern Health Authority, Dawson Creek and District Hospital  
Northern Health Authority, Fort Nelson General Hospital  
Northern Health Authority, Fort St. John General Hospital and Health Centre  
Northern Health Authority, Hudson’s Hope Health Centre  
Northern Health Authority, Kitimat General Hospital  
Northern Health Authority, Lakes District Hospital and Health Centre, Burns Lake  
Northern Health Authority, Mackenzie and District Hospital  
Northern Health Authority, Northern Haida Gwaii Hospital and Health Centre  
Northern Health Authority, McBride and District Hospital  
Northern Health Authority, Mills Memorial Hospital, Terrace  
Northern Health Authority, Peace Villa, Fort St. John  
Northern Health Authority, Prince Rupert Regional Hospital  
Northern Health Authority, Haida Gwaii Hospital & Health Centre  
Northern Health Authority, Rotary Manor, Dawson Creek  
Northern Health Authority, Stikine Health Centre, Dease Lake  
Northern Health Authority, Stuart Lake General Hospital, Fort St. James  
Northern Health Authority, Terraceview Lodge, Terrace Northern Health Authority, Tumbler Ridge Health Centre, Tumbler Ridge  
Northern Health Authority, Valemount Health Centre  
Northern Health Authority, Wrinch Memorial Hospital, Hazelton  
Vancouver Coastal Health Authority, Bella Coola General Hospital  
Vancouver Coastal Health Authority, R.W. Large Memorial Hospital, Waglisla  
Vancouver Coastal Health Authority, gathet General Hospital/Evergreen Extended Care, Powell River  
Vancouver Coastal Health Authority, Willingdon Creek Village, Powell River  
Vancouver Island Health Authority, Gold River Health Clinic  
Vancouver Island Health Authority, Port Alice Health Centre  
Vancouver Island Health Authority, Port Hardy Hospital  
Vancouver Island Health Authority, Port McNeill and District Hospital  
Vancouver Island Health Authority, Cormorant Island Community Health Centre, Alert Bay

Vancouver Island Health Authority, Tahsis Hospital  
Vancouver Island Health Authority, Tofino General Hospital  
Vancouver Island Health Authority, Zeballos Health Unit, Zeballos

and

**Facilities Bargaining Association**

**Re: Isolation Travel Allowance**

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

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

**Re: Extended Work Day/Compressed Work Week**

**Preamble**

The purpose of this Memorandum of Agreement (MOA) is to provide for the introduction or continuance of an extended work day/compressed work week.

It is understood and agreed that:

1. The Employer shall not incur costs that would exceed the total costs they would have incurred had they maintained the regular work day/work week in Collective Agreement.
2. The introduction of this plan shall not work to the detriment of the employer when related to part-time or casual employees.
3. No employee shall receive benefits superior or inferior to those negotiated in the Collective Agreement for their classification and status because of the fact of working an extended work day/compressed work week.
4. A day shall be converted into working hours where applicable so that one (1) day shall equal seven and one-half (7.5) paid hours.
  - a. Example: 3 days' bereavement leave equals 7.5 hours times 3 days = 22.5 working hours
5. Regular full-time employees normally receive 1950 hours' pay in the fifty-two (52) week period commencing from the first scheduled shift in January.
  - a. For the purposes of calculating days off the employee shall receive a minimum of one hundred and seventeen (117) days off in a fifty-two (52) week period commencing with the first scheduled work shift in January.
  - b. An employee may work a shift on the three hundred and sixty-fifth (365<sup>th</sup>) day or three hundred and sixty-sixth (366<sup>th</sup>) day (in a Leap Year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.
  - c. For the purposes of calculating the employee's hourly pay rate the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{monthly rate} \times \text{twelve (12)}}{1950.0}$$

Revisions to the Collective Agreement for the purpose of this Memorandum of Agreement are as follows:

**ARTICLE 14.10 – PORTABILITY**

**14.10.02 (b) Sick Leave**

The employee shall be credited with any unused accumulation of sick leave from their previous employment up to a maximum of eleven hundred and seventy (1170) working hours and shall be entitled to sick leave in accordance with the provisions of Article 31 commensurate with their accumulated seniority.

## **ARTICLE 19 – SCHEDULING PROVISIONS**

**19.01** The Employer and the Union agree to waive paragraphs (b) and (c) of Article 19.01, as provided for in Article 19.01 (d).

## **ARTICLE 20 – HOURS OF WORK**

### **20.03 Rest and Meal Periods**

#### **(a) Rest Periods**

Employees normally scheduled to work a shift of ten (10) consecutive hours or more shall receive three (3) rest periods, one in each third of the shift. Rest periods shall not be scheduled at the beginning or end of shifts. Employees working less than a full shift shall receive two (2) rest periods, one in each half of the shift.

#### **(b) Meal Periods**

Two (2) meal periods of one-half (0.5) hours shall be scheduled during a normally scheduled work shift of ten (10) hours or more.

#### **(c) Combined Rest and Meal Periods**

Employees in a department/unit may request to combine their rest and meal periods.

## **ARTICLE 21 – OVERTIME**

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1.5) times the premium statutory holiday rate for all hours worked beyond the normally scheduled hours for that day.

## **ARTICLE 27 – STATUTORY HOLIDAYS**

### **27.02 Super Stats**

If an employee is required to work on Good Friday, Labour Day or Christmas Day, the employee shall be paid at the rate of double time and one-half (2.5) for all hours worked and shall receive seven and one-half (7.5) paid hours off.

**27.05** If an employee is required to work on a statutory holiday other than a Super Stat, the employee shall be paid at the rate of double time (2.0) for all hours worked and shall receive seven and one-half (7.5) paid hours off.

## **ARTICLE 28 – VACATIONS**

### **28.01 Vacation Entitlement**

**(c)** Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service – 150 working hours' vacation

2 years' continuous service – 150 working hours' vacation

3 years' continuous service – 150 working hours' vacation

4 years' continuous service – 150 working hours' vacation

5 years' continuous service – 157.5 working hours' vacation

6 years' continuous service – 165 working hours' vacation

7 years' continuous service – 172.5 working hours' vacation

8 years' continuous service – 180 working hours' vacation

9 years' continuous service – 187.5 working hours' vacation

10 years' continuous service – 195 working hours' vacation  
11 years' continuous service – 202.5 working hours' vacation  
12 years' continuous service – 210 working hours' vacation  
13 years' continuous service – 217.5 working hours' vacation  
14 years' continuous service – 225 working hours' vacation  
15 years' continuous service – 232.5 working hours' vacation  
16 years' continuous service – 240 working hours' vacation  
17 years' continuous service – 247.5 working hours' vacation  
18 years' continuous service – 255 working hours' vacation  
19 years' continuous service – 262.5 working hours' vacation  
20 years' continuous service – 270 working hours' vacation  
21 years' continuous service – 277.5 working hours' vacation  
22 years' continuous service – 285 working hours' vacation  
23 years' continuous service – 292.5 working hours' vacation  
24 years' continuous service – 300 working hours' vacation  
25 years' continuous service – 307.5 working hours' vacation  
26 years' continuous service – 315 working hours' vacation  
27 years' continuous service – 322.5 working hours' vacation  
28 years' continuous service – 330 working hours' vacation  
29 years' continuous service – 337.5 working hours' vacation  
30 years' continuous service – 345 working hours' vacation (accruals effective July 1, 2023)  
This provision applies when the qualifying date occurs before July 1 in each year.

#### **28.02 Supplementary Vacations**

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-seven and one-half (37.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-five (75) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

#### **28.04 Splitting of Vacation Periods**

Annual vacations for employees with less than seventy-five (75) working hours' vacation shall be granted in one (1) continuous period.

## **ARTICLE 29 – BEREAVEMENT LEAVE**

**29.01** Bereavement leave of absence of twenty-two and one-half (22.5) working hours with pay shall be granted to an eligible regular employee.

## **ARTICLE 30 – SPECIAL LEAVE**

**30.01** Special leave credits may be used for the following reasons:

- 1.** Marriage leave – thirty-seven and one-half (37.5) working hours.
- 2.** Parental/Adoption leave – fifteen (15) working hours.
- 3.** Serious household or domestic emergency including injury or illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the injured or ill immediate family member – up to fifteen (15) working hours at one time.
- 4.** Leave of seven and one-half (7.5) working hours may be added to twenty-two and one-half (22.5) working hours' bereavement leave.
- 5.** Leave of twenty-two and one-half (22.5) working hours may be taken for travel associated with bereavement leave.
- 6.** Leave of up to thirty-seven and one-half (37.5) working hours may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.

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

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

### **31.02 Sick Leave, WCB, Injury-On-Duty**

Sick leave credits with pay shall be granted on the basis of eleven and one-quarter (11.25) working hours per month cumulative up to eleven hundred and seventy (1170) working hours working hours.

## **ARTICLE 34 – LEAVE – UNPAID**

### **34.03 Unpaid Leave – Affecting Seniority – Benefits**

Any employee granted unpaid leave of absence totaling up to one hundred and fifty (150) working hours in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds one hundred and fifty (150) working hours in any year, the employee shall not accumulate benefits for any additional hours of unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.04 Unpaid Leave – Union Business**

- (a)** Short-term leave of absence without pay to a maximum of one hundred and five (105) working hours at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for the time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b)** Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than one hundred and five (105) working hours unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leaves of absence shall retain all rights and privileges accumulated prior to obtaining such leaves.



Seniority shall continue to accumulate during such leaves and shall apply to such provisions as annual vacations and promotions.

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

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

**Preamble**

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

**Employee-Initiated Rotation Proposals**

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

**Rotation Support Fund**

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

The FBA shall provide HEABC with a written report in January of each year containing a summary of the Fund's expenditures and balances and verify that the Fund was used to support the work as described in this MOA.

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

This MOA shall expire on March 31, 2025 unless HEABC and the FBA mutually agree to extend. The HEABC and FBA shall evaluate the success of employee-initiated rotation proposals prior to proposing extension of this MOA.

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

**Re: Working From Home**

Preamble

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

It is understood and agreed that:

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

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

**Re: Rest Days**

A Union leave "rest day" is a day upon which an employee is provided Union leave on a scheduled work day for having transacted Union business on a scheduled day off. The Employer will provide Union leave rest days for the following four categories only:

- a. Employees that are members of their Provincial Executive required to conduct business and/or duties of their Provincial Executive as designated by their Union;
- b. Employees that are designated by their Union for the purpose of negotiating the Collective Agreement (up to a maximum of twenty (20) members in total);
- c. Employees that are designated by the Union to transact Union business for five (5) consecutive days or more; or
- d. Employees that have worked (a combination of Union business and regular work) seven (7) consecutive days or more.

The FBA will provide HEABC with a list of employees who are members of the Provincial Executive in all constituent unions.

The granting of rest days as outlined above is subject to the following:

1. Employees requesting a Union leave rest day(s) under any of the categories listed above will indicate the specific date(s) they are requesting a Union leave rest day on the union leave request form approved by a designated Union official.
2. Rest days will be requested and granted in accordance with Article 34.04(a) and may be denied if the leave unduly interrupts the operation of the department.
3. One union leave rest day shall be provided for every full working day that the employee transacts union business on a scheduled day off from work (1:1 ratio). "Scheduled day off" does not include vacation days.
4. If an employee is required to travel on a scheduled day off in order to attend union business they will be entitled to a rest day provided a full day of travel is required.
5. Rest days must be scheduled adjacent to the union business except that:
  - i. Due to operational requirements, the Employer may schedule the rest day on a day that is not adjacent to the transaction of the union business as long as it is scheduled as near as reasonably possible or as otherwise agreed between the Employer and the employee;

- ii. The scheduling of a rest day shall not result in any overtime within the department; in such circumstances, the rest day must be re-scheduled as soon as reasonably possible, or as otherwise agreed between the Employer and the employee.
6. The Union will reimburse the Employer for Union leave rest days in accordance with Article 34.04(e).

## ADDENDUM

### - Long-Term Disability Insurance Plans

### - Long-Term Disability Plan

#### Section 1- Eligibility

##### (B) Seniority and Benefits

Any employee granted Unpaid Leave of Absence totalling up to twenty (20) working days (which equals one-hundred and fifty (150) hours).

If an Unpaid Leave of Absence or an accumulation of Unpaid Leaves of Absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21) day (or the one hundred and fifty-first (151) hour) of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (which equals one-hundred and fifty (150) hours) unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Manual Lifting**

The Parties agree to establish a goal of eliminating all unsafe manual lifts of patients/residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the patients/residents.

The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle patients/residents safely at all times, and specifically to avoid the need to manually lift patients/residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the patients/residents, sufficient staff must be made available to lift patients/residents safely.

The parties agree to take the following immediate steps through the Occupational Health and Safety Agency for Healthcare to achieve this goal throughout the subsector.

- (a) Work in partnership with the Workers’ Compensation Board, the Ministry of Health and others to establish a financing framework to make funds available to purchase the necessary mechanical equipment;
- (b) Finalize and distribute clear industry guidelines for safe patients/residents handling;
- (c) Encourage the full participation of the local joint Occupational Health and Safety Committee in the development, implementation and on-going monitoring of this goal;
- (d) Recommend to the Ministry of Health that all new health care facilities be equipped with appropriate lifting equipment; and
- (e) Produce an annual report card on the progress to date including specific recommendations for the coming year.



**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re: Patient/Resident Handling Techniques**

Health care workers, particularly Care Aides who move and handle patients/residents, experience some of the province’s highest rates of musculoskeletal injuries.

Appropriate patient/resident handling techniques have had a positive impact in reducing injury rates.

The parties agree that within three (3) months of the ratification of the Collective Agreement they will establish a joint committee comprised of four (4) representatives each from HEABC and the FBA. The committee will utilize subject matter experts such as OHSAH. Each party will pay its own costs for participation in the joint committee.

The purpose of the committee is to develop strategies and make recommendations to the Joint Engagement Committee on patient/resident handling program(s) with an emphasis on safe techniques for the use of ceiling lifts and other mechanical assisted devices, peer coaching, and mentoring, and an engagement plan for managers and other members of the nursing team to advance the objectives of the program. Improved patient/resident handling techniques will promote a safety culture within the work place.

The joint committee will finalize their recommendations and present them to the Joint Engagement Committee no later than October 31, 2010.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Local Discussions Regarding Nursing Shortage Solutions**

The Parties recognize that certain non-direct patient care duties performed by registered nurses could also be performed by members of the Facilities Bargaining Association bargaining unit at various work sites and that this may be an important part of a comprehensive program to deal with the nursing shortage.

In discussions at the local level, the Employer and the Union will consider the feasibility of some non-direct patient care work currently being performed by registered nurses being performed by employees in the Facilities Bargaining Association bargaining unit. Such discussions will include representatives of any other affected unions.

**MEMORANDUM OF AGREEMENT**  
**Between**  
**HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)**  
**And**  
**FACILITIES BARGAINING ASSOCIATION (FBA)**

**Re: Joint Committee on Health & Safety Risks Associated with Shift Work**

A joint committee shall be established to take a collaborative approach to review the risk factors faced by shift workers.

The committee shall be established within one hundred and eighty (180) days of ratification of the Collective Agreement, and will make recommendations to HEABC and the FBA within two (2) years of ratification. The committee will bring together four (4) representatives of the Facilities Bargaining Association and four (4) representatives of the Employer. The committee will meet regularly, but not less than two (2) times per year.

The committee, through HEABC, will receive access to relevant data. In doing its work, the committee shall have regard to front-line input from employees and managers, and shall connect with subject matter experts both inside and outside the health system, as deemed appropriate by the committee.

Issues for review will not be limited to, but may include, impact of shift work on sleep, on health, on social and family relationships, and on injury rates. The committee will also consider potential mitigation strategies relating to hours of work and scheduling.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re: Enhanced Disability Management Program**

The parties recognize that the personal and financial costs associated with absences from work as a result of illness or injury has an adverse impact on the lives of individuals and the delivery of health care services. The parties are committed to the joint implementation and administration of a comprehensive, seamless, cost-effective system for providing early intervention, long-term disability and return to work programs.

The parties agree to adopt the following principles of the Enhanced Disability Management Program (the “EDMP”):

- (1) The FBA shall have proportionate representation on the Provincial Steering Committee;
- (2) The FBA shall have equal representation on implementation and working groups;
- (3) Disability management is intended to facilitate effective rehabilitation, stay at work and early return to work programs;
- (4) Casual employees may self-refer to EDMP;
- (5) EDMP will reasonably address all barriers to return to work (i.e., medical, personal, vocational and/or workplace);
- (6) Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled;
- (7) Prevention and disability management processes will be evidence based, continuous and integrated;
- (8) Rehabilitation processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment;
- (9) Regular employees and casual employees who self-refer to EDMP are required to participate in the program unless the employee has a bona fide reason to decline;
- (10) Confidential medical information will be protected, including recognition of appropriate privacy protocols and employee access to their disability file;
- (11) Disability management is most effective when delivered as close to the workplace as possible,
- (12) For the purpose of administering the program, EDMP is the primary resource for obtaining and sharing participants’ employment-related medical information;
- (13) An effective system-wide evaluation will be regularly conducted;
- (14) Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required;
- (15) There are unique aspects to Affiliate Employers that must be taken into account in the design of the program;
- (16) The program will be administered in a manner consistent with the principles outlined above;
- (17) The parties agree that an annualized amount of \$1,500,000 will be allocated between Regional Representation and Administration;
- (18) The Program shall be funded, effective January 1, 2023, at an amount of \$125,000, and then effective April 1, 2023, at an additional annualized amount of \$500,000 that shall be allocated for additional Regional Representation. This additional Regional Representation will be primarily assigned to health authorities/PHC to support the increase in FBA membership as a result of repatriation and the Health Career Access Program (HCAP). The FBA will appoint this Regional Representation from the health

authority/PHC that the representative will be primarily servicing. The parties may assign deploy Regional Representatives to address overall program requirements; and,

(19)The parties agree to follow the dispute resolution mechanism outlined in the EDMP Policies and Procedures.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Standardization of Non-Monetary Provisions to New Certifications**

The Parties agree that within three (3) months of the ratification of the Collective Agreement, HEABC and the Facilities Bargaining Associations will meet to discuss the development of a template agreement for the application of the non-monetary provisions of the Collective Agreement to new certifications. In the event that the parties are unable to agree on a template agreement, the issue shall be referred to Vince Ready who shall act as an expedited arbitrator to finalize the template agreement.

**LETTER**

June 5, 1998

Mr. Chris Allnutt  
Health Services and Support Association of Unions

Dear Chris,

**Re: Termination of Health and Welfare Benefits**

This letter is to confirm our mutual understanding, as discussed in the course of negotiations, that upon termination of employment, all health and welfare benefits (except MSP) to which an employee is entitled shall terminate.

Yours truly,

(Signed) Hugh MacLeod  
On behalf of the Employer's Bargaining Team

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association (“FBA”)**

**Re:    Keyboarding, Computer Software and Medical Terminology Testing**

Where an employee has met a specific standard on a keyboarding, computer software, or medical terminology test, the results of that test will stand for a period of four (4) years. Further, where an employee is working in a position requiring a specific standard of keyboarding speed, computer software, or medical terminology the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.



**LETTER OF UNDERSTANDING**  
**between**  
**Facilities Bargaining Association**  
**and**  
**Health Employers Association of BC**  
**(“HEABC”)**

**Re: Programmer Analysts**

WHEREAS the Parties recognize the increasing importance of information technology in the healthcare system;

AND WHEREAS the growth in demand for information technology has created strong competitive pressures in the recruitment of employees with the skills to perform programmer analyst services;

AND WHEREAS significant retention and recruitment pressures include the issues of compensation and work schedules;

AND WHEREAS employees performing these services tend to have irregular work demands and work in a self-directed environment, where work is performed in concentrated periods and time off is taken when it does not interfere with system operations;

AND WHEREAS employees performing these services may prefer and require flexible work arrangements;

AND WHEREAS certain existing Collective Agreement provisions do not provide for flexible work arrangements and therefore do not take into account the unique nature of the work, work flow and preferences of employees with the skills to perform programmer analyst services;

THEREFORE the Parties at the Local level will develop a work schedule by mutual agreement taking into consideration the specific needs of both the employer and the employees.

**LETTER OF UNDERSTANDING**  
**between**  
**Health Employers Association of BC**  
**(“HEABC”)**  
**and**  
**Facilities Bargaining Association**

**Re: Scheduling for Union Activity**

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

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

AND WHEREAS the parties recognize that the purpose of scheduling a reasonable amount of paid time off is to ensure the efficient operation of the Employer’s business, the promotion of harmonious labour relations and to ensure that union representatives on such committees are prepared for and productively participate in such meetings;

NOW THEREFORE the Parties agree as follows:

The Parties agree at the local level to meet and discuss the need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the OH & S Committee, Labour Adjustment Committee and the Labour Management Committee.

**MEMORANDUM OF AGREEMENT**

between

**Health Employers Association of BC**

("HEABC")

and

**Facilities Bargaining Association ("FBA")**

**Re: Implementation of a Premium to Address Recruitment/Retention Concerns**

HEABC and its member Employers and the Facilities Bargaining Association and its members recognize the importance of attracting, retaining, and motivating a highly skilled workforce to provide health care and allied services to the residents of the province of British Columbia. To the extent reasonably possible, the parties want to ensure that Employers can retain the intellectual property, knowledge, and experience that exist in employees in the Health Sector.

The parties have identified the following job classifications will receive a recruitment/retention market adjustment premium:

- Air Conditioning Mechanic;
- Boiler Operator;
- Boiler Operator, Supervising;
- Carpenter;
- Chief Power Engineer 2;
- Chief Power Engineer 3;
- Chief Power Engineer 4;
- Computer Technical Support I;
- Computer Technical Support II;
- Electrician;
- Fitter;
- Fitter/Gas Fitter B (Cross Connection);
- Head Air Condition Mechanic;
- Head Carpenter;
- Head Electrician;
- Head Fitter;
- Head Laundry Mechanic;
- Head Machinist;
- Head Painter;
- Head Plasterer;
- Head Plumber;
- Head Refrigeration Mechanic;
- Head Welder;
- Laundry Mechanic;
- Machinist;
- Maintenance Supervisors who: (a) hold a TQ ticket as a requirement of their job; and (b) supervise Trades;
- Painter;
- Plasterer;
- Plumber;
- Plumber/Gas Fitter B (Cross Connection);
- Power Engineer 2;
- Power Engineer 3;
- Power Engineer 4;
- Programmer/Systems Analyst I;
- Programmer/Systems Analyst II;

- Programmer/Systems Analyst III;
- Programmer/Systems Analyst IV;
- Refrigeration Mechanic;
- Supervising Power Engineer 2;
- Supervising Power Engineer 3;
- Supervising Power Engineer 4; and
- Welder.

In order to address the recruitment/retention concerns and pay-related skill shortages for the above classifications, the parties agree to the implementation of a market adjustment premium amount in accordance with the following process:

1. Each of the classifications listed above will receive an hourly market adjustment premium amount of \$4.00 for every hour paid effective on April 1, 2006. Effective on April 1, 2007, the hourly market adjustment premium amount will increase by an additional \$0.50 per hour. The hourly market adjustment premium amount will be applied after the general wage increases set out in Article 48.04.
2. The market adjustment premium amount will apply to all regular and casual employees in the eligible classifications.
3. The market adjustment premium amount will not be retroactive. Employees shall be eligible for the market adjustment premium amount if they are employed on or after the effective date of this Memorandum of Agreement.
4. The market adjustment premium amount will apply to employees in eligible classifications whose current wage rate is red-circled; however, such employees will only receive the difference between their red-circled wage rate and the base wage rate for their job including the market adjustment premium amount. If an employee's red-circled wage rate exceeds the base wage rate for their job by the amount of the market adjustment premium amount or greater, the employee will not receive any amount of the market adjustment premium amount.
5. The market adjustment premium amount is considered wages for the purposes of the application of the federal Income Tax Act, and any other applicable statutory deductions. The market adjustment premium amount is also subject to Union dues in accordance with the formula specified by the constituent Union.
6. The market adjustment premium will have no effect on the Pay Equity process under Article 49.

All of which is agreed this 16<sup>th</sup> day of March, 2006.

Signed on behalf of the FBA:

Signed on behalf of HEABC:

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**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC (HEABC)**  
**and**  
**Facilities Bargaining Association (FBA)**

**Re: Shift Scheduling and Rotations**

The parties agree there is value in Employers considering the preferences of employees during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction. The Employer and Union will identify and work to reduce six (6) consecutive shift rotations.

Accordingly, Employers shall consider the preferences of employees in the development of schedules and rotations that address employee concerns, that enhance patient/resident care and service delivery, and that meet operational requirements.

In support of this agreement, HEABC will communicate the results of the FBA/RSS Pilot Project (including the responsive shift scheduling Resource Binder) and facilitate the sharing of practices and sample rotations with all Employers.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Health Employers Association of BC (HEABC)**  
**and**  
**Facilities Bargaining Association (FBA)**

**Re: Consolidation of Seniority Lists**

At Vancouver Coastal Health Authority; Vancouver Island Health Authority; Fraser Health Authority; Interior Health Authority; Northern Health Authority; Provincial Health Services Authority; Providence Health Care; and Shared Services Organization.

Each Health Authority/Healthcare Organization Employer will create and maintain one merged dovetailed seniority list per Health Authority/Healthcare Organization covering all members of the FBA employed within the Health Authority/Healthcare Organization.

The Consolidation of seniority lists will be completed by December 31, 2010 and will be implemented the first pay period of 2011. Paid hours at multiple work locations will not be combined for overtime calculation purposes until March 31, 2012.

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

The Health Authority/Healthcare Organization is deemed, as the successor Employer to the previous Employers listed within their Health Authority/Health Organization as 'Facilities Party to the Collective Agreement' from page 240 through to 251 inclusive of the 2006-2010 Collective Agreement.

The parties will identify the work location/municipality and applicable unions for each Health Sector Employer covered under this Memorandum of Agreement no later than 30 days from the date of ratification. Appendix 1 is attached as a sample means of identifying Health Authority or Healthcare Organization work locations.

**Terms**

**1) Seniority Dovetailed**

- a) Individual seniority lists for each Health Authority or Healthcare Organization work site will be merged into one new FBA single seniority list covering all employees under the Collective Agreement for that Health Authority or Healthcare Organization effective the first pay period in 2011. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations within the Health Authority or Healthcare Organization provided that the seniority accumulated does not exceed full-time equivalency which would have been accrued in any one (1) calendar year. Dovetailing means placing employees on a list in descending order of seniority;
- b) Employees will receive (payroll) information utilized to create adjusted seniority date/hours. The FBA will also be provided with this information a minimum of sixty (60) days prior to the implementation (first pay period of January 2011) of the dovetailed seniority list;
- c) The work locations within each Health Authority or Healthcare Organization (see sample Appendix I) together shall constitute a single Employer for the purposes of the application of the Collective Agreement except as amended by this Memorandum of Agreement. Each Union shall continue to represent the positions it currently represents at each work location;

**2) Vacancy Posting**

- a) Vacancies will be posted at all work locations across Health Authority/Healthcare Organization and all employees shall be entitled to apply at the same time. Postings shall specify the work location.
- b) Where the vacancy is a multi-work location position, the posting shall specify "home work location" and additional details regarding which work locations (e.g. specific sites or geographic locations such as Vancouver, North Shore, etc.) that position will cover.

- c) Employees will not be eligible for relocation expenses where they post or access work across work locations. Any employee required to travel to another work location during the course of their workday will be entitled to reimbursement for such travel costs pursuant to the Collective Agreement.
- d) In cases of geographically-isolated locations and small programs that experience challenges with recruiting and retaining casual employees, the parties will meet to discuss, review and develop a plan to address such specific staffing needs. Any such arrangement will be confirmed in writing and will be without prejudice to this Collective Agreement.
- e) The Health Authorities and Healthcare Organization may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings. Where a Health Authority or Healthcare Organization utilizes electronic job postings only, a copy of each new electronic job posting for each work location will be forwarded to the appropriate Union and Local for that site, either electronically or on paper at the choice of the Union/Local. Employees will have reasonable access and training for the use of electronic posting information and employment application systems.
- f) Where the Health Authority or Healthcare Organization intends to amalgamate services that are provided at more than one work location, the parties will meet and review the impact of this change on the employees and their rights under the Collective Agreement and this Memorandum of Agreement.

**3) Bumping**

- a) Displaced employees shall exercise their right to bump first at their work location and where there are no “comparable” bump options within the above, they shall be eligible to select bump options across their Health Authority or Healthcare Organization seniority unit.

**4) Employee Status**

- a) Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the first pay period of January 2011;
- b) Casual employees and regular part-time employees who wish to access work through the casual addendum may register to work at a second work location within their Health Authority or Healthcare Organization, by registering on the department list, subject to:
  - possessing required qualifications, and;
  - an operational need to increase the number of employees on the department casual list.
- c) A Health Authority or Healthcare Organization reserves the right to create single Department casual list(s) that covers two or more work locations under Appendix 1.
- d) Casual employees and regular part-time employees currently registered to work in multiple work locations at the time of implementation of this Agreement shall retain their registration at the applicable work location(s);
- e) Employees who have regular status at one work location and have casual status at a different work location shall inform their Health Authority or Healthcare Organization no later than 60 days prior to the implementation (first pay period of January 2011) of this Agreement of which status they wish to retain and, subsequently, which they wish to relinquish.

**5) Seniority and Benefits**

- a) Employees will retain all related benefit entitlements, including but not limited to vacation, special leave, sick leave and service for severance entitlement, subject to not exceeding the entitlement that would accrue to a full-time equivalent per year.
- b) Employees who have multiple benefit entitlement dates will retain the most favorable entitlement on record. The intent is not to provide employees with benefits that exceed their current entitlements on record.
- c) Employees who work in multiple regular positions shall receive the aggregate total of banks not to exceed the maximum in the Collective Agreement except for vacation as outlined herein.

Employees in multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan. If employees who work in multiple regular positions have more than a full-time vacation credit at the time of aggregating benefits, such vacation credits over the full-time equivalent, shall, at the option of the employee, be either paid out or scheduled as paid vacation on a one-time-only basis.

- d) Employees' who work in multiple work location(s) shall be paid and accrue benefits and seniority based on all hours worked across their Health Authority or Healthcare Organization. Employees shall not accrue seniority or benefits that exceed 1.0 FTE per annum.
- e) If at the date of March 31, 2012, employees possess positions at multiple work locations, whose aggregate hours exceed one full time equivalent, the employee may elect to relinquish positions until the aggregate hours required to perform the multiple-site positions equal or are less than one (1) full-time equivalent. Positions chosen by the employee to be relinquished shall be subsequently posted as per the Collective Agreement and this Memorandum of Agreement. The employee must make their election by January 31, 2012.
- f) Employees upon request shall have access to their personnel files at their work location.

## **6) Committees**

- a) All current worksite committees established pursuant to the Collective Agreement and/or applicable legislation/ regulations shall continue to operate on a work-location basis. This includes, but not limited to, Labour Management and Occupational Health and Safety Committees.
- b) Either party may call a meeting to review the administration of this Agreement.
- c) Union representation as provided under the Collective Agreement will continue to apply to work locations as they applied prior to the consolidation.

## **Implementation**

- (a) Health Authority or Healthcare Organization will provide a reasonable amount of Employer-paid Union leave for stewards to facilitate the implementation of this Agreement at all locations. Copies of this Agreement shall be made available to employees and management.
- (b) The FBA and HEABC (on behalf of the Health Authorities and Healthcare Organizations) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated Facilities Certification.
- (c) Any dispute arising out of the interpretation or implementation of this Agreement or reconciliation of existing consolidation agreements which cannot be resolved by the parties, shall be referred to Vince Ready as an expedited arbitrator per article 10.

## **FBA COLLECTIVE AGREEMENT**

- (a) Subject only to variations specified in this Agreement, the Collective Agreement will apply and prevail. This Agreement shall not be used to interpret any aspect of the Collective Agreement, and is only implemented for the purposes of applying that Agreement to a Health Authority or Healthcare Organization-wide seniority unit, nor shall it be referred to for any other purposes. Where there are future changes to the Collective Agreement that affect this Agreement, the parties will meet and review necessary changes to this Agreement.



## SAMPLE APPENDIX

### Appendix 1

#### Health Sector Employer – Vancouver Coastal Health - Facilities Bargaining Association

<b>Work Location/ Municipality</b>	<b>Union</b>
Cedarview Lodge (North Vancouver)	HEU
Dogwood Lodge (Vancouver)	HEU
G.F. Strong Rehabilitation (Vancouver)	HEU
Vancouver Hospital	
12th and Oak Pavilions/Vancouver Hospital	HEU
	IUOE
UBC Pavilions (Vancouver)	HEU
	IUOE
George Pearson Centre (Vancouver)	BCGEU

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

**Re: FBA Education Fund**

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

- April 1, 2022
- April 1, 2023
- April 1, 2024

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

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

The Ministry of Health believes, as set out in the 2014 report entitled, 'Setting Priorities for the B.C. Health System: Supporting the health and well-being of B.C. citizens; Delivering a system of responsive and effective health care services for patients across British Columbia; Ensuring value for money' that specific groups represented by the FBA unions can play a significant role in delivery of improved health services to British Columbians.

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

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

**Re: FBA Training Fund**

Effective April 1, 2023, the parties agree to allocate, on a one-time basis, \$300,000 to FBA to support a one-time FBA Training Fund.

Potential training may include:

- a) mental health first aid.
- b) anti-racism training.
- c) creating culturally safe work environments, and
- d) Other training initiatives, as deemed appropriate by the parties.

## LETTER OF INTENT

**Re: Article 45: Child Care**

Within six (6) months following April 1, 2019, the parties will convene a meeting of the Joint Committee referred to in Article 45-Child Care. The Committee will meet at least two (2) times per year.

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

**Re: Data Requirements**

In light of the committees established in the renewal of 2019-2022 Collective Agreement the parties agree to meet within 60 days of ratification to discuss data requirements.

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

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

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

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

## MEMORANDUM OF AGREEMENT

Between

The Health Employers' Association of British Columbia (HEABC)

and

The Facilities Bargaining Association (FBA)

and

The Government of British Columbia

**Re: Bill 47 - Contract Repatriation**

WHEREAS, Bill 47 – Health Sector Statutes Repeal Act, 2018 – provides for the repeal of the Health and Social Services Delivery Improvement Act (commonly referred to as “Bill 29”) and the Health Sector Partnerships Agreement Act (commonly referred to as “Bill 94”).

AND WHEREAS, Bill 29 and Bill 94 resulted in contracting out of services that were performed by the Facilities Bargaining Association. The parties agree that Bill 47 demonstrates Government’s commitment to a better path forward, one that provides stability and equal respect for all health care workers, and continuity of care for patients. The parties also agree that contracted support service employees are a valued and integral part of health care team.

AND WHEREAS, following Bill 47 coming into force and as part of the 2019-2022 Collective Agreement, Ministry of Health, the Health Employers’ Association of BC, Health Authorities and the Union established a Bill 47 Working Group to discuss currently contracted services contracted out after January 29, 2002 and previously performed by Facilities Bargaining Association employees. The purpose was to develop guidelines and processes to identify the opportunities, assess the practicability, and support the orderly return of these services to the direct control of the Employer where Government and/or the Employer make the decision to return of contracted services to the bargaining unit.

The guidelines and processes were to be based on principles including but not limited to:

- improving the delivery of health services and continuity of patient/resident care;
- consistent criteria to support ongoing Government and Employer decision-making;
- stability and security for employees;
- affordability and sustainability within existing funding parameters;
- limiting impact on patient/resident care through a smooth transition;
- harmonizing terms and conditions of employment including wages and benefits with the Collective Agreement; and,
- procurement process stability and security of contracts.

AND WHEREAS, through the Bill 47 Working Group the parties developed a comprehensive template transition plan, the Labour Adjustment Template Agreement (the “LATA”), and the subsequent agreement, the Labour Adjustment Template Agreement – Application of Collective Agreement and Benefits Entitlements to Affected Employees on Leave of Absence, that will be used by the Health Authority/PHC, HEABC and the Union to facilitate the orderly return of the contracted service(s). The LATA may be modified by mutual agreement to address issues specific to that return of service(s), but only to the least extent necessary to address those issues so as to maintain substantial consistency in the return of contracted services to the Facilities Bargaining Association.

AND WHEREAS, on August 30, 2021 the Government announced that 21 contracts for support services would be repatriated in 2021-2022, creating approximately 2900 full-time equivalent (FTE) workers within the Facilities Bargaining Association bargaining unit at Fraser Health Authority (FHA), Providence Health Care (PHC), Provincial Health Services Authority (PHSA), Vancouver Coastal Health Authority (VCH), and Vancouver Island Health Authority (VIHA).

AND WHEREAS, the parties wish to continue to work together to identify the opportunities, assess the practicability, and support the orderly return of these services to the direct control of the Employer where Government and/or the Employer make the decision to return of contracted services to the bargaining unit.

THEREFORE,

1. The Health Authority/PHC will meet with the Union as early as possible but not less than 120 days prior to the termination, retendering or renewal of currently contracted services that were contracted out after January 29, 2002 and were previously performed by Facilities Bargaining Association employees. The purpose of discussions will be to assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established above.
2. Once annually, in consultation with the Union, the Health Authority/PHC shall review all work contracted out since January 29, 2002 that was previously performed by Facilities Bargaining Association employees and is currently performed by contractors and has not been discussed per S. 1 above. The purpose of the review is to proactively identify opportunities and assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established above.
3. Once annually (or as mutually agreed) the Bill 47 Working Group shall review all work contracted out since January 29, 2002 at the health authorities/PHC that was previously performed by Facilities Bargaining Association employees and is currently performed by contractors, and the services repatriated in the previous twelve (12) months. The purpose of the discussion will be to assess the practicability of return of additional contracted services at the health authorities/PHC, and to review actions and outcomes from the repatriation processes.
4. Return of Service: If a Health Sector Employer returns a service for direct delivery that was contracted out, employees of the contractor will be offered employment at the Health Sector Employer in accordance with the terms and conditions of the LATA and Labour Adjustment Template Agreement – Application of Collective Agreement and Benefits Entitlements to Affected Employees on Leave of Absence.



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

**Re: FBA Provincial Recruitment and Retention**

The parties agree that addressing the recruitment and retention of FBA members is a priority for the health sector. The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation.

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

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

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

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

To that end, the Working Group will:

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

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

**Re: Trainer/Mentor Position Assessment**

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

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

- Orientating new employees to the workplace;
- Teaching new employee site specific approaches and processes;
- Offering ongoing skills development; and
- Providing ongoing support and mentoring to staff.

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

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

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

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

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

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

The Ministry of Health will engage the FBA Provincial Recruitment and Retention Working Group established under the Memorandum of Agreement Re: FBA Provincial Recruitment and Retention to identify other professions suited to the HCAP within one hundred twenty (120) days of ratification.

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

**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 BC, 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*.
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 FBA) 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 October 15, 2023, 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 Facilities Subsector. 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.

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

**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;
  - 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.

**MEMORANDUM OF AGREEMENT**

**Between**

**The Health Employers' Association of British Columbia (HEABC)**

**and**

**The Facilities Bargaining Association (FBA)**

**and**

**The Government of British Columbia**

**Re: Joint Retraining Fund**

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

1. The Retraining Fund will continue to be administered by a Joint Re-training Committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the "Committee").
2. Monies shall be used for training needs of contracted service employees returning to the FBA bargaining unit, resulting from Return of Service pursuant to the Memorandum of Agreement re: Bill 47 Contract Repatriation.
3. The Committee will set the parameters governing employee access to the Retraining Fund.
4. HEABC and the FBA will work with public sector post-secondary institutions to maximize the training opportunities for the employee and the employer.



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

**Re: Musculoskeletal Injury (MSI) Prevention Project: Four (4) Priority Sites**

Preventing musculoskeletal injuries (MSI) is a high priority for all stakeholders in healthcare.

Accordingly, the parties established the MSI Project in 2019 – 2022 to work towards reducing MSI in the workplace, and carry out the pilot project with the following goals in mind:

- Reduce incidence of MSI in identified pilot sites;
- Increase perception of ergonomic safety among employees and physicians at each of the pilot sites;
- Increase knowledge of how to mitigate/eliminate MSI among employees and physicians in each of the pilot sites; and
- Use lessons and solutions gathered from the pilot projects to create a “best practices” guide for MSI prevention that can be followed at other sites.

To this effect, the parties will maintain a steering committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Project Steering Committee”). The Project Steering committee, through a data analysis process, will jointly choose four (4) pilot sites to assess ergonomic concerns, create individualized interventions, and evaluate their outcomes. If sufficient funds are available after the four (4) projects are completed, the parties may consider additional sites.

The importance of the topic and the significant resources dedicated to this project require meaningful collaboration between all parties through shared governance, thoughtful planning, including extensive employee engagement, transparent implementation, and thorough evaluation.

The initiatives at the pilot sites will be funded with the following one-time monies, provided by the Ministry of Health, administered by the Project Steering Committee:

- \$250,000 for 2019/20
- \$250,000 for 2020/21
- \$500,000 for 2021/22

Funds will be released by the Ministry, based on completion of a Ministry approved project plan.

Before the end of 2024/25, the Ministry will meet with representatives of the Project Steering

Committee to evaluate the achievements made within the framework, and discuss the potential continued funding of the initiative. Similar to all funding commitments made by the Ministry, the commitment in this letter is subject to appropriation by the Legislature of the required monies on an annual basis as required under s.21 of the *Financial Administration Act*.

Upon completion of the current MSI Project, the Project Steering Committee may also request that the parties allocate up to \$1,000,000 to continue the work.

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

**Re: Prevention Stewards**

The Parties agree to a three (3) year term pilot project to fund and create full-time Prevention Stewards. This project will be funded by reallocating a total of \$600,000 from the funds allocated between the regional representation and administration of the Enhanced Disability Management Program (the "EDMP") as set out in the Memorandum of Agreement – Re: Enhanced Disability Management Program.

The Prevention Stewards are intended to:

- Work with the FBA members on Joint Occupational Health and Safety Committees ("JOHSC") within a region to support FBA JOHSC members in the development of skills to carry out prevention activities;
- Act as a liaison between site-based JOHSC and the Regional OHS Committee;
- Act as FBA liaisons to employers in safety prevention strategy development and the evaluation of ongoing safety programs;
- Support the accident investigation and workplace inspection process when the Joint Occupational Health & Safety Committee ("JOHSC") members are not available;
- Participate in the development of employer initiatives aimed at reducing hazards in the workplace;
- Act as liaisons between the members at the worksite and the FBA on health and safety issues including hazard identification and prevention;
- Provide information to FBA members about:
  - Resources for resolving safety and health problems, such as the Workplace Health & Safety team and JOHSC;
  - Their rights under the Workers Compensation Act and Occupational Health & Safety Regulations (the provincial law covering workplace safety) and the union contract;
  - The importance of reporting all injuries and illnesses; and,
  - The importance of reporting early signs and symptoms of illnesses such as sore hands, wrists and shoulders.

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

**Re: Working Group for Consideration of Regional Joint OHS, PHS, and Violence Prevention Committees**

In order to explore safety improvement opportunities through the consideration of Regional Joint OHS, PHS, & Violence Prevention Committees, the parties agree to work diligently and in good faith to achieve the following objectives:

1. Within ninety (90) days of ratification, the parties will establish a working group to be chaired by HEABC and comprised of equal members from the employee stakeholder group (bargaining associations) and the employer (the "Working Group"). The Working Group may also include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The Working Group will decide matters by consensus.
2. The Working Group shall develop Terms of Reference for the purpose of drafting recommendations for the Regional Joint OHS, PHS, & Violence Prevention Committee that will:
  - a. Provide a consistent and collaborative approach to safety related issues at each employer site
  - b. Make recommendations to the employer on:
    - i. OHS, PHS, and Violence Prevention policies and procedures
    - ii. OHS, PHS, and Violence Prevention training implementation
    - iii. Risk Assessment completion
    - iv. Worksafe BC Orders
    - v. Corrective Actions to address OHS and violent incidents and trends
3. Unless otherwise agreed by the majority of representatives in the Working Group, the Working Group shall meet not less than once per calendar month until its final decision around the consideration of a Regional Joint OHS, PHS, & Violence Prevention Committee is made.
4. Within one-hundred-eighty (180) days of ratification, the Working Group will issue a final decision outlining its determinations and recommendations with respect to the creation of a Regional Joint OHS, PHS, & Violence Prevention Committee by consensus.

## MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

**Re: Provincial Occupational Health and Safety**

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

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

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

And 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 SWITCH BC in carrying on with projects previously agreed to and future projects in support of occupational health and safety projects in the healthcare sector. An example of such project includes the OHS Resource Centre.
2. The parties will assist SWITCH BC in securing sources of ongoing funding.

3. HEABC will contribute a sum of \$500,000 per annum to FBA for occupational health and safety initiatives. The FBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by SWITCH BC, or the FBA 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 FBA.

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

**Re: Local and Provincial Emergencies**

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

The Employer will provide relevant information to the Union.

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

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

**Re: Pandemic Information Sharing Forum**

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

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

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

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

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

The forum will consist of one (1) representative from each participating bargaining 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.

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

**Re: Personal Protective Equipment (PPE) Access & Point of Care Risk Assessment (PCRA)**

If HEABC enters into a collective agreement with a health sector Bargaining Association with an effective date after December 31, 2021 and such collective agreement includes provisions for improved access to personal protective equipment (PPE) such as respirators or masks, or improved provisions pertaining to the point of care risk assessment (PCRA), such provisions will be implemented and included as part of the Collective Agreement, as mutually agreed between the parties.



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

**Re: Trans Inclusion**

**General Transition Support**

The parties agree to the following:

- 1) The parties will work together to protect the job security, privacy, and safety of trans workers at all times and during an accommodated transition in accordance with the Collective Agreement and legislation.
- 2) Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a transition or a gender support plan that is respectful, employee-centered, and tailored to the employee's particular needs.
- 3) Employees may request that the Employer correct their personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.
- 4) Employers will review current policies and procedures, such as dress codes, to ensure they are consistent with trans inclusion.
- 5) Employers will make trans inclusive resources available to employees and managers.
- 6) Transphobia is a type of *Human Rights Code* harassment. Transphobia can happen at the workplace or online and includes but is not limited to intentional:
  - Deadnaming (using employee's former name);
  - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
  - Doxxing (intentional sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).
- 7) This MOA is not intended to limit the work of the DEI Working Group in advancing trans inclusion in the workplace.

**Extended Health Benefits Plan**

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

- a) Expedite a review of the extended health benefits plan to determine gaps in gender affirming care, including coverage for transition related expenses such as: reconstructive surgery, wigs,

binders, gaffs, electrolysis and hair removal, prosthesis, hormone therapy, silicon/saline implants, special bras for prosthesis, voice classes, mental health and other specialized counselling, and medical-related travel expenses;

- b) Amend the plan with coverage for the costs of gender-affirming care not currently provided at their discretion; and
- c) Report out to the parties, Employers and employees on any plan design changes.

### **Transition Leave**

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

### **Bathrooms**

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

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

**Re: LTD Claimants – Benefits Premium**

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

Expedite a review of the LTD Claimant Benefits Premium, currently cost shared by the employer and claimant on a 50-50 basis, to consider amending the Plan(s) to provide up to 100% JFBT premium coverage for LTD Claimants within the JFBT's existing funding.

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

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

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

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

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

**Re: Addressing Violence in the Health Workplace**

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

**Violence Prevention Program**

Each Health Authority will establish a joint violence prevention program or review their existing program where one is in place that will include:

- i) Creation of a regional violence prevention sub-committee to develop control measures and provide guidelines to local Joint Health and Safety Committees and to compile an annual regional report of violence prevention activities to the local JOSH Committees;
- ii) Risk assessments coordinated by the local JOSH Committees and reported to the regional violence prevention subcommittee;
- iii) Ongoing employee education and training.

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

**Re: Classification – Benchmark Review**

The Parties shall meet within 120 days of the ratification of this Collective Agreement to establish a joint committee comprised of no more than four members appointed by each party to review the following benchmarks for housekeeping and administrative efficiency changes that do not impact the classification of the benchmark:

Information Technology

MDR

Laboratory

Pharmacy Assistants

Buyers

Rehab Assistants

Trades and Maintenance

This review will include:

- Identification and removal of benchmarks that are redundant;
- Review of all terminology in existing benchmarks and, where necessary, update existing benchmarks to reflect current terminology;
- Review of all existing benchmarks for housekeeping changes to eliminate confusion in the application of the benchmarks:
- Determine which benchmarks are most in need of review to reflect changes in technology, changes to facilities-based/hospital-based operating systems and changes to qualifications and educational requirements: and
- Undertake the necessary benchmark reviews on an expedited basis.

This review will not result in any increased cost to the Employer.

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

**Re: Establishment of a Porter Benchmark**

The Parties shall meet within one-hundred and eighty (180) days of the ratification of this Collective Agreement to establish a new benchmark for a Porter and mutually agree on an appropriate grid match in accordance with the Maintenance Agreement and Classification Manual.

In the event that the parties are not able to reach mutual agreement on the content of a new Porter Benchmark within a further one-hundred and eighty (180) days, the matter may be referred to a Classification Referee pursuant to the Maintenance Agreement and Classification Manual for a non-binding recommendation.

Should the proposed grid match exceed Grid 16, the parties will make recommendations on the benchmark and grid match for consideration during negotiations of the renewal of the 2022-2025 Facilities Collective Agreement.

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

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

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

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

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

THEREFORE, the parties agree to the following:

1. The Facilities Bargaining Association and HEABC are committed to agreeing to a set of principles to guide the parties to interpret and apply Article 30.01 (3)
2. The Facilities Bargaining Association and HEABC will appoint three (3) representatives each to a working group on Article 30.01 (3) (the "Working Group");
3. Within one hundred twenty (120) days of ratification of the Collective Agreement, the Working Group will begin to meet to develop a set of principles to guide the parties to interpret and apply Article 30.01 (3) based on a review of the decisions of arbitrators, expedited arbitrators and industry troubleshooter written recommendations, who have interpreted Article 30.01 (3) and other information the Working Group may deem relevant;
4. The Working Group will build on the work previously completed by the working committee of the 2006 – 2010 Facilities Subsector Collective Agreement Letter of Agreement Re: Article 30 – Special Leave;
5. If the Working Group is unable to reach agreement on the principles within twelve (12) months of convening, outstanding differences will be referred to Judi Korbin who will act as a mediator and issue a report with recommendations.
6. The Working Group will submit the agreed principles and any report with recommendations from Judi Korbin to the parties. If accepted by both parties, the principles will then be issued as a joint publication as soon as possible.
7. The parties will allocate \$100,000 to support the work of the Working Group. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.



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

**Re: FTE Commitment**

The parties agree that the total number of FBA member straight time paid hours will increase by 9,250,000 hours, over the 2021 calendar year total straight time paid hours by December 31, 2024. The parties agree that seventy-eight (78%) percent of these additional hours will be paid regular status.

The data used in the above calculations will come from HSCIS and cover members in the FBA Collective Agreement. Straight-time paid hours refers to the hours field in HSCIS named [REGULAR\_PAID\_HOURS]. The hours include hours in both casual and regular status.

The calculation will be:

	Total FBA straight-time paid hours in HSCIS for calendar <u>2024</u>
Subtract	<u>Total FBA straight-time paid hours in HSCIS for calendar <u>2021</u></u>
	Change in FBA straight-time paid hours

The change in FBA straight-time paid hours will be greater than 9,250,000 hours for this period. For the commitment that seventy-eight (78%) of the increase will be hours paid in regular status:

Table 1: Casual and Regular breakdown of hours

	<u>Base Year Hours</u>	<u>2024 Hours</u>	<u>Difference</u>	<u>Percent of Total Difference</u>
<u>Hours in Regular Status</u>	(A)	(D)	(G)	(J)
<u>Hours in Casual Status</u>	(B)	(E)	(H)	(K)
<u>Total</u>	(C)	(F)	(I)	(L)

Where:

- (A) Is all the straight-time paid hours in the system in regular status in the base year
- (B) Is all the straight-time paid hours in the system in casual status in the base year
- (C) (A) + (B)
- (D) Is all the straight-time paid hours in the system in regular status in the end year (2024)
- (E) Is all the straight-time paid hours in the system in casual status in the end year (2024)
- (F) (D) + (E)
- (G) (D) - (A)
- (H) (E) - (B)
- (I) (F) - (C)
- (J) (G)/(I)\*100
- (K) (H)/(J)\*100

(L) 100%

If (J) is greater than seventy-eight (78%) percent then compliance is achieved.

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

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

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

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

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

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

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

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

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

By October 15, 2023, Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

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

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

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

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

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

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**HEALTH EMPLOYERS ASSOCIATION OF BC**  
**(“HEABC”)**  
**AND**  
**BC MENTAL HEALTH AND SUBSTANCE USE SERVICES**  
**(“BCMHSUS”)**  
**AND**  
**HEALTH SERVICES & SUPPORT**  
**FACILITIES SUBSECTOR BARGAINING ASSOCIATION**  
**(“FBA”)**  
**(COLLECTIVELY THE “PARTIES”)**

**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 FBA employees 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, Multi-level security units.
- E. The Parties wish to establish premiums applicable to FBA 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 April 1, 2022, PHSA will pay an additional hourly premium to FBA 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 1 above will be in accordance with the unit designations used for nurses employed in the FPH, which will be provided to FBA and BCGEU as updated.

The Parties have carefully read this Agreement, understand its contents, and have voluntarily signed this Agreement below.

**Health Employers Association of BC**                      **Health Services & Support - Facilities Subsector**  
**Bargaining Association**

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory (Print Name)                      Authorized Signatory (Print Name)

\_\_\_\_\_

\_\_\_\_\_

Signature    Signature

\_\_\_\_\_

Date    Date

PHSA/ BC Mental Health and Substance Use  
Services

\_\_\_\_\_

Authorized Signatory (Print Name)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## FACILITIES PARTY TO THE COLLECTIVE AGREEMENT

- as at October, 2023 -

(Legal name, followed by common site name(s) and location(s); followed by Facilities union certification at the specific sites.)

The following list of Employers is for information purposes only and may vary from the list of employers attached to the Facilities Bargaining Association consolidated certifications issued by the Labour Relations Board, as amended from time to time. If there is an inconsistency between the two lists, the LRB certification lists and case law will apply. The following list was generated as of October 2023.

4 All Seasons Retirement Lodge Ltd. The Lodge on 4 <sup>th</sup> , Ladysmith	HEU
4347 Investments Ltd. Point Grey Private Hospital	HEU
577681 B.C. Ltd. Lakeshore Care Centre, Coquitlam	HEU
Age Care Investments (B.C.) Ltd. Harmony Court Care Centre and Estate	HEU
Alberni-Clayoquot Continuing Care Society Echo Village	HEU
Fir Park Village, Port Alberni	HEU
Aldergrove Lions Seniors Housing Society Jackman Manor, Aldergrove	HEU
Arcan Developments Ltd. West Vancouver Care Centre, West Vancouver	HEU
Arthritis Society, The - La Societe D'Arthrite Arthritis Society	HEU
Arvand Investment Corporation Britannia Lodge, Vancouver	BCGEU
Baptist Housing Care Homes Society, The The Heights at Mt. View	HEU
Baptist Housing Enhanced Living Communities Sun Pointe Village	HEU
Baptist Housing Enhanced Living Communities Village at Mill Creek	HEU
Baptist Housing Enhanced Living Communities Village at Smith Creek	HEU
BC Clinical and Support Services Society	HEU
British Columbia Cancer Agency Branch Abbotsford Cancer Centre	HEU
Animal Technicians at the Animal Resource Centre, Cancer Research Centre	HEU
Cancer Centre for the North	HEU
Fraser Valley Cancer Centre, Surrey	HEU



Sindi A. Hawkins Centre for the Southern Interior	HEU
Vancouver Cancer Centre, Vancouver	HEU
Vancouver Island Cancer Centre, Victoria	HEU
British Columbia Emergency Health Services	
BC Ambulance Service	BCGEU
Broadway Pentecostal Care Association	
Broadway Pentecostal Lodge, Vancouver	HEU
Calling Foundation	
Blenheim Lodge, Vancouver	HEU
Canadian Blood Services, The/Societe Canadienne du Sang (Kelowna, Nanaimo, Prince George, Surrey, Vancouver, Victoria)	HEU
Cerwydden Care Ltd.	
Cerwydden Care Centre, Duncan	BCGEU
Children's and Women's Health Centre of British Columbia Branch	
British Columbia Children's Hospital, Vancouver	HEU, PPWC5
British Columbia Women's Hospital and Health Centre, Vancouver	HEU, PPWC5
Heartwood Centre, Vancouver	HEU
Sunny Hill Health Centre for Children, Vancouver	HEU
Columbus Long Term Care Society	
Columbus Residence, Vancouver	HEU
Dania Home Society, Burnaby	HEU
Deaf Children's Society of B.C., Burnaby	HEU
Evergreen Baptist Care Society	
Evergreen Baptist Home, White Rock	HEU
Fair Haven United Church Homes, The	
Fair Haven United Church Homes – Burnaby	IUOE
Fair Haven United Church Homes – Vancouver	IUOE
Finnish Canadian Rest Home Association, The	
Finnish Home, Vancouver	HEU
Fleetwood Place Holdings Ltd.	
Fleetwood Place, Surrey	HEU
Forensic Psychiatric Services Commission	
Forensic Psychiatric Hospital	BCGEU
Regional Clinics in Vancouver, Surrey, Victoria, Nanaimo, Kamloops, Prince George	BCGEU
Fraser Health Authority	
Abbotsford Regional Hospital, Abbotsford	HEU
Burnaby Hospital, Burnaby	HEU, IUOE
Chilliwack General Hospital, Chilliwack	HEU
Delta Hospital, Delta	HEU
Eagle Ridge Hospital and Health Care Centre, Port Moody	HEU
Fellburn Care Centre, Burnaby	HEU

Fraser Canyon Hospital, Hope	HEU
Heritage Village, Chilliwack	HEU
Langley Memorial Hospital, Langley	HEU
Lower Mainland Pharmacy Services	HEU
Mission Memorial Hospital, Mission	HEU
Parkholm Place, Chilliwack	HEU
Peace Arch Hospital, White Rock	HEU
Queen's Park Care Centre, New Westminster	HEU
Ridge Meadows Hospital and Health Care Centre, Maple Ridge	HEU
Royal Columbian Hospital, New Westminster	HEU, PPWC5
Support Services Facility, Langley	HEU
Surrey Memorial Hospital, Surrey	HEU
George Derby Care Society, Burnaby	
George Derby Centre, Burnaby	HEU
German-Canadian Benevolent Society of B.C.	
German Canadian Care Home, Vancouver	HEU
Glacier View Lodge Society	
Glacier View Lodge, Comox	HEU
Governing Council of the Salvation Army in Canada, The	
Buchanan Lodge, New Westminster	HEU
Governing Council of the Salvation Army in Canada, The	
Sunset Lodge, Victoria	HEU
Greenwoods Eldercare Society	
Greenwoods, Salt Spring Island	HEU
Haro Park Centre Society	
Haro Park Centre, Vancouver	HEU
Hurst Management Ltd.	
Sidney Intermediate Care Home, Sidney	BCGEU
Inglewood Private Hospital Ltd.	
Inglewood Private Hospital, Lodge and Manor, West Vancouver	HEU
Interior Health Authority	
100 Mile District Hospital, 100 Mile House	HEU, PPWC5
Arrow Lakes Hospital, Nakusp	HEU
Ashcroft and District General Hospital, Ashcroft	HEU
Barriere and District Health Centre, Barriere	HEU
Bastion Place, Salmon Arm	HEU
Boundary Hospital, Grand Forks	HEU
Brookhaven Care Centre, Kelowna	HEU
Cariboo Memorial Hospital, Williams Lake	HEU, PPWC5
Castlegar and District Community Health Centre, Castlegar	HEU
Chase Primary Healthcare Clinic	HEU
Columbia View Lodge, Trail	HEU

Coquihalla House/Gillis House, Merritt	HEU
Cottonwoods Extended Care, Kelowna	HEU
Creston Valley Hospital and Creston Mental Health Centre, Creston	HEU
David Lloyd-Jones Home, Kelowna	IUOE
Dr. F.W. Green Memorial Home, Cranbrook	HEU
Dr. Helmcken Memorial Hospital, Clearwater	HEU
East Kootenay Regional Hospital, Cranbrook	HEU
Elk Valley Hospital, Fernie	HEU
Elkford Health Care Centre, Elkford	HEU
Gateby Care Facility, Vernon	BCGEU
Golden & District General Hospital, Golden	HEU
Halcyon Community Home, Nakusp	HEU
Hardy View Lodge, Grand Forks	HEU
Henry M. Durand Manor, Golden	HEU
Invermere and District Hospital	HEU
Kelly Care Centre, Summerland	HEU
Kelowna General Hospital, Kelowna	HEU
Kimberley Special Care Home, Kimberley	HEU
Kootenay Boundary Regional Hospital, Trail	HEU, PPWC1
Kootenay Lake Regional Hospital	HEU, IUOE
Lillooet Hospital and Health Centre, Lillooet	HEU
Logan Lake Health Centre, Logan Lake	HEU
Moberly Park Manor, Revelstoke	HEU
Mountain View Lodge, Lillooet	HEU
Nelson Jubilee Manor	HEU
Nicola Valley Health Centre, Merritt	HEU
Noric House, Vernon	HEU
Overlander Extended Care Hospital, Kamloops	HEU
Parkview Place, Armstrong	HEU
Penticton Regional Hospital, Penticton	HEU, IUOE
Pleasant Valley Health Centre, Armstrong	HEU
Pleasant Valley Manor, Armstrong	HEU
Ponderosa Lodge, Kamloops	HEU
Princeton General Hospital and Ridgewood Lodge, Princeton	HEU
Queen Victoria Hospital, Revelstoke	HEU, IUOE
Royal Inland Hospital, Kamloops	HEU
Salmon Arm Pioneer Lodge, Salmon Arm	HEU
Shuswap Lake General Hospital, Salmon Arm	HEU
Slocan Community Health Centre, New Denver	BCGEU
South Okanagan General Hospital, Oliver	HEU
South Similkameen Health Centre, Keremeos	HEU
Sparwood Health Centre, Sparwood	HEU

St. Bartholomew's Hospital, Lytton	HEU
Summerland Health Centre, Summerland	HEU
Sunnybank Centre, Oliver	HEU
Swan Valley Lodge, Creston	HEU
Three Links Manor, Kelowna	BCGEU
Trinity Care Centre, Penticton	HEU
Vernon Jubilee Hospital, Vernon	HEU
Victorian Community Health Centre of Kaslo	HEU
Jewish Home for the Aged of British Columbia	
Louis Brier Home and Hospital, Vancouver	HEU
KinVillage Association	
KinVillage West Court, Delta	HEU
Kiwanis Care Society (1979) of New Westminster	
Kiwanis Care Centre	HEU
Langley Care Society	
Langley Lodge, Langley	BCGEU
Luther Court Society, Victoria	HEU
Lutheran Senior Citizens Housing Society	
Zion Park Manor, Surrey	BCGEU
M. Kopernik (Nicolaus Copernicus) Foundation	
Kopernik Lodge, Vancouver	BCGEU
Maplewood Seniors Care Society	
Maplewood House	HEU
M.S.A. Manor	HEU
Marie Esther Society, The	
Mount Saint Mary Hospital, Victoria	HEU
Mennonite Benevolent Society	
Menno Home, Abbotsford	HEU
Menno Hospital, Abbotsford	HEU
Mennonite Intermediate Care Home Society of Richmond	
Pinegrove Place	HEU
Morgan Place Holdings Ltd.	
Morgan Place, Surrey	HEU
Nanaimo Travellers Lodge Society	
Eden Gardens	HEU
New Vista Society, The	
New Vista Care Home, Burnaby	HEU
North Shore Private Hospital (1985) Ltd.	
Lynn Valley Care Centre, North Vancouver	HEU
Northern Health Authority	
Acropolis Manor, Prince Rupert	HEU
Bulkley Lodge, Smithers	BCGEU

Bulkley Valley District Hospital, Smithers	HEU
Chetwynd General Hospital, Chetwynd	HEU
Dawson Creek and District Hospital, Dawson Creek	HEU
Dunrovin Park Lodge, Quesnel	BCGEU
Fort Nelson General Hospital, Fort Nelson	HEU
Fort St. John Hospital and Peace Villa, Fort St. John	HEU, IUOE
Fraser Lake Diagnostic & Treatment Centre, Fraser Lake	HEU
G.R. Baker Memorial Hospital, Quesnel	HEU
Haida Gwaii Hospital and Health Centre - Xaayda Gwaay Ngaaysdll Naay (Queen Charlotte Islands General Hospital), Daajing Giids	HEU
Hudson's Hope Health Centre, Hudson's Hope	BCGEU
Kitimat General Hospital, Kitimat	HEU, IUOE
Lakes District Hospital and Health Centre, Burns Lake	HEU
Mackenzie and District Hospital, Mackenzie	HEU
McBride and District Hospital, McBride	HEU
Mills Memorial Hospital, Terrace	HEU, PPWC5
Northern Haida Gwaii Hospital, Masset	HEU
Parkside Intermediate Care Home, Prince George	HEU
Prince Rupert Regional Hospital, Prince Rupert	HEU, IUOE
Rainbow Intermediate Care Home, Prince George	HEU
Rotary Manor, Dawson Creek	HEU
St. John Hospital, Vanderhoof	HEU
Stikine Health Centre, Dease Lake	HEU
Stuart Lake General Hospital, Stuart Lake	HEU
Stuart Nechako Manor, Vanderhoof	HEU
Terraceview Lodge, Terrace	BCGEU
Tumbler Ridge Health Centre, Tumbler Ridge	HEU
University Hospital of Northern BC, Prince George	HEU
Valemount Health Centre, Valemount	HEU
Wrinch Memorial Hospital, Hazelton	HEU
Norwegian Old People's Home Association Normanna Rest Home, Burnaby	HEU
Oak Bay Kiwanis Health Care Society Oak Bay Kiwanis Pavilion, Victoria	BCGEU
Pleasant View Housing Society 1980 Pleasant View Care Home, Mission	HEU
Port Coquitlam Senior Citizens' Housing Society Hawthorne Care Centre, Port Coquitlam	BCGEU
Providence Health Care Society Holy Family Hospital, Vancouver Lower Mainland Biomedical Engineering	HEU HEU

Lower Mainland Health Information Management	HEU
Mount Saint Joseph Hospital, Vancouver	HEU, PPWC5
St. Paul's Hospital, Vancouver	HEU, PPWC5
St. Vincent's Hospital - Brock Fahrni Pavilion, Vancouver	HEU
St. Vincent's Hospital - Langara, Vancouver	HEU
Vancouver Community Dialysis Unit	BCGEU
Youville Residence, Vancouver	HEU
Providence Living Society	
Central City Lodge, Vancouver	HEU
Cooper Place, Vancouver	HEU
The Views	HEU
Provincial Health Services Authority	
Corporate Services Unit	HEU
Information Management Information Technology Systems	HEU
Lower Mainland Pathology and Laboratory Medicine Services	HEU
Residences for Independent Living Society	
False Creek Residence, Vancouver	HEU
Steveston Residence, Richmond	HEU
Richmond Intermediate Care Society	
Rosewood Manor, Richmond	HEU
Royal Arch Masonic Homes Society	
Royal Arch Masonic Home	HEU
Royal Ascot Care Centre Ltd., Vancouver	
Royal Ascot Care Centre	HEU
S.U.C.C.E.S.S. Multi-Level Care Society	
Simon K.Y. Lee Care Home	BCNU
Shelmarie Rest Home (1994) Inc.	
Shelmarie Rest Home, Victoria	HEU
Societe du Foyer Maillard	
Foyer Maillard, Maillardville	HEU
St. Jude's Anglican Home	
St. Jude's Anglican Home, Vancouver	HEU
St. Michael's Centre Hospital Society & St. Michael's Intermediate Care Society	
St. Michael's Centre, Burnaby	HEU
Tabor Home Society	
Tabor Home	HEU
Tabor Home Society	
Valhaven Care Home	HEU
Three Links Care Society, The	
Three Links Care Centre, Vancouver	HEU
Vancouver Coastal Health Authority	
Adanac Park Lodge, Vancouver	HEU

Bella Coola General Hospital, Bella Coola	HEU
Berkley Care Centre (Kiwanis Care Centre), North Vancouver	HEU
Cedarview Lodge, North Vancouver	HEU
Dogwood Lodge (Vancouver)	HEU
G.F. Strong Rehabilitation Centre, Vancouver	HEU
George Pearson Centre	BCGEU
Integrated Medical Imaging	HEU
Lions Gate Hospital/Evergreen House, North Vancouver	HEU, PPWC5
Little Mountain Place, Vancouver	HEU
Pemberton Health Centre, Pemberton	HEU
qathet General Hospital/Evergreen Extended Care (Powell River General Hospital/Evergreen Extended Care), Powell River	HEU
R.W. Large Memorial Hospital, Waglisla	HEU
Richmond Hospital/Minoru Residence, Richmond	HEU, IUOE
Richmond Lions Manor, Richmond	HEU
Sechelt Hospital (St. Mary's Hospital/Totem Lodge), Sechelt	HEU
Shorncliffe, Sechelt	HEU
Squamish General Hospital/Hilltop House, Squamish	HEU
Sumac Place	HEU
Vancouver Hospital – 12 & Oak Pavilions, Vancouver	HEU, PPWC5
Vancouver Hospital– UBC Pavilions, Vancouver	HEU, IUOE
Whistler Health Care Centre	HEU
Willingdon Creek Village	HEU
Windermere Care Centre	HEU
Vancouver Island Health Authority	
Aberdeen Hospital, Victoria	HEU
Chemainus Health Care Centre, Chemainus	HEU
Cormorant Island Community Health Centre, Alert Bay	HEU
Cowichan District Hospital, Duncan	HEU
Cowichan Lodge, Duncan	HEU
Cumberland Health Centre, Cumberland	HEU
Cumberland Regional Hospital Laundry	HEU
Eagle Park Health Care Facility, Qualicum	HEU
Glengarry Hospital, Victoria	HEU
Gold River Health Clinic, Gold River	HEU
Gorge Road Hospital, Victoria	HEU
Lady Minto Gulf Islands Hospital, Salt Spring Island	HEU
Ladysmith Community Health Centre, Ladysmith	HEU
Mount Tolmie Hospital, Victoria	HEU
Nanaimo Regional General Hospital, Nanaimo	HEU, PPWC5
North Island Hospital, Campbell River and District	HEU
North Island Hospital, Comox Valley Campus	HEU

Oak Bay Lodge	BCGEU
Oceanside Health Centre	HEU
Port Alice Health Centre, Port Alice	HEU
Port Hardy Hospital, Port Hardy	HEU
Port McNeill Hospital, Port McNeill	HEU
Priory Hospital, Victoria	HEU
Queen Alexandra Centre for Children's Health, Victoria	HEU
Royal Jubilee Hospital, Victoria	HEU, IBEW, IUPAT, UAJAPP, UBCJA
Saanich Peninsula Hospital, Saanichton	HEU
Tahsis Hospital, Tahsis	HEU
Tofino General Hospital, Tofino	HEU
Trillium Lodge, Parksville	HEU
Victoria General Hospital, Victoria	HEU
West Coast General Hospital, Port Alberni	HEU, PPWC5
Yucalta Lodge, Campbell River	HEU
Victoria Chinatown Care Society	
Victoria Chinatown Care Centre, Victoria	HEU
Villa Cathay Care Home Society	
Villa Cathay Care Home, Vancouver	HEU
West Coast Native Health Care Society	
Tsawaayuus-Rainbow Gardens	HEU
West Shore Laylum Management Ltd.	
West Shore Laylum Intermediate Care Home, Delta	HEU
Whalley & District Senior Citizens' Housing Society	
Kinsmen Place Lodge, Surrey	BCGEU
Willingdon Care Centre	
Willingdon Park Care Centre	HEU
Yaletown House Society, Vancouver	HEU



**WAGE SCHEDULES – BENCHMARKS**

<b>Class Title</b>	<b>Grid</b>
<b>Clerical</b>	
Administrative Assistant	35
Administrative Secretary (previously Secretary)	24
Clerk, General (previously Clerk, Housekeeping)	14
Clerk, Laboratory	14
Clerk I	<u>10</u>
Clerk I, Messenger	<u>10</u>
Clerk II, Finance (previously Clerk II, Business Office)	<u>10</u>
Clerk II, Food Services	<u>10</u>
Clerk II, Information	<u>10</u>
Clerk II, Health Records (previously Clerk II, Medical Records)	<u>10</u>
Clerk II, Receptionist (previously Clerk II, Receptionist/Stenographer)	<u>10</u>
Clerk II, Timekeeping	<u>10</u>
Clerk III, Accounts Receivable, Accounts Payable	11
Clerk III, Admitting	11
Clerk III, Cashier	11
Clerk III, Invoice	11
Clerk III, Health Records (previously Clerk III, Medical Records)	11
Clerk III, Payroll	11
Clerk III, Postal	11
Clerk III, Receptionist (previously Clerk III, Receptionist/Stenographer)	11
Clerk IV, Accounts Payable	17
Clerk IV, Accounts Receivable	17
Clerk IV, Admitting (Out-Patient Booking) (previously Clerk IV, Admitting)	16
Clerk IV, Admitting (Bed Booking)	16
Clerk IV, Head Cashier	16
Clerk IV, Staffing (previously Clerk IV, Nursing Staffing)	16
Clerk IV (Outpatient Supervisor)	16
Clerk IV, Admitting (O.R. Booking)	16
Clerk IV, Payroll	17
Clerk IV, Purchasing	16
Clerk IV (Sponsorship Clerk)	16
Clerk IV (Statistics)	16
Clerk IV(a), Admitting (Out-Patient Booking) (awaiting final determination)	17
	(awaiting final determination)
Clerk V, Accounting	22
Clerk V, Accounts Payable	22
Clerk V, Admitting	21
Clerk V, Admitting (Autopsy Arrangement)	21

<b>Class Title</b>	<b>Grid</b>
Clerk V, Admitting (Bed Booking)	21
Clerk V, Clerical Supervisor	21
Clerk V, Staffing (previously Clerk V, Nursing Staffing)	21
Clerk V, Admitting (O.R. Booking)	21
Clerk V, Accounts Receivable (Patient Billing)	22
Clerk V, Patient Relations	21
Clerk V, Purchasing	21
Clerk V, Supervisor	21
Clerk VI, Accounting	24
Clerk VI, Accounts Payable	24
Clerk VI, Admitting	24
Clerk VI, Admitting (Bed Booking)	24
Clerk VI, Clerical Supervisor	24
Clerk VI, Staffing (previously Clerk VI, Nursing Staffing)	24
Clerk VI, Admitting (O.R. Booking)	24
Clerk VI, Accounts Receivable (Patient Billing)	24
Clerk VI, Purchasing	24
Computer Operator II	SC13
Computer Operator III	SC18
Computer Operator IV	SC23
Data Entry/Keypunch Operator I	10
Data Entry/Keypunch Operator II	15
Data Processing Supervisor	19
Fire and Safety Officer	23
Inventory Analyst	21
Lead Data Entry/Keypunch Operator III	18
Medical Transcriptionist (previously Medical Steno I)	18
Medical Transcriptionist Supervisor I (previously Medical Steno Supervisor I)	18
Medical Transcriptionist Supervisor II (previously Medical Steno Supervisor II)	24
Medical Transcriptionist Supervisor III (previously Medical Steno Supervisor III)	29
Nursing Secretary	15
Nursing Unit Assistant	SD16(A)
Payroll Supervisor I	22
Payroll Supervisor II	25
Payroll Supervisor III	27
Personnel Secretary	13
Printer I	12
Printer II	16
Printer III	18
Secretary (previously Administrative Secretary)	15

<b>Class Title</b>	<b>Grid</b>
Staffing Co-ordinator (previously Nursing Staffing Co-ordinator)	28
Switchboard Operator	17
Switchboard Supervisor I	20
Switchboard Supervisor II	29
Switchboard Supervisor III	34
Supervisor, Admitting	33
Supervisor (Bed Booking)	33
Supervisor (O.R. Booking)	33
<b>Food Services</b>	
Baker I	19
Baker II	21
Baker III	22
Cook I	17
Cook II	18
Cook III	19
Cook IV	21
Cook V	22
Cook VI	26
Cook VII	31
Food Service Supervisor I	29
Food Service Supervisor II	32
Food Service Supervisor III	36
Food Service Supervisor IV	42
Food Service Worker I	<u>10</u>
Food Service Worker II (Cashier)	<u>10</u>
Food Service Worker II (Checker)	<u>10</u>
Food Service Worker II (Cook's Helper)	<u>10</u>
Food Service Worker II (Nourishment Aide)	<u>10</u>
Food Service Worker II (Pot Washer)	<u>10</u>
Food Service Worker II (Supervisor)	<u>10</u>
Food Service Worker III	<u>10</u>
<b>Housekeeping</b>	
Building Security Officer	12
Cleaner	10
Custodial Attendant	12
Housekeeping Aide	10
Housekeeping Supervisor I	17
Housekeeping Supervisor 2	19

<b>Class Title</b>	<b>Grid</b>
Housekeeping Supervisor 3	22
Housekeeping Supervisor 4	25
<b>Laundry</b>	
Laundry Worker I	<u>10</u>
Laundry Worker II	12
Laundry Worker III	14
Laundry Worker IV	16
Laundry Worker V (Charge)	19
Laundry Worker VI (Charge)	27
Sewing Machine Operator I	12
Sewing Machine Operator II	14
<b>Maintenance</b>	
Electronics Instrument Control Technician (EIC) 1	43
Electronics Instrument Control Technician (EIC) 2	48
Groundskeeper 2	13
Groundskeeper 3	16
Groundskeeper 4	20
Groundskeeper 5	23
Maintenance Supervisor I	28
Maintenance Supervisor II	MA32
Maintenance Supervisor III	MA37
Maintenance Supervisor IV	MA42
Maintenance Worker I	<u>10</u>
Maintenance Worker II	13
Maintenance Worker III	16
Maintenance Worker IV (Charge)	20
Maintenance Worker IV (Plant System Repairs)	20
Maintenance Worker V	23
Power Engineer 5 (previously Boiler Operator)	MA17
Power Engineer 4	MA21
Power Engineer 3	MA29
Power Engineer 2	MB35
Chief Power Engineer 4	MA27
Chief Power Engineer 3	MA37
Chief Power Engineer 2	MB42
Supervising Power Engineer 5 (previously Boiler Operator, Supervising)	MA20
Supervising Power Engineer 4	MA23
Supervising Power Engineer 3	MA31

<b>Class Title</b>	<b>Grid</b>
Supervising Power Engineer 2	MB37
<b>Patient Care</b>	
Activity Worker I	20
Activity Worker II	22
Program Coordinator I (Recreation) (previously Activity Worker III)	27
Program Coordinator II (Recreation) (previously Activity Worker IV)	30
Certified Dental Assistant	21
Coordinator of Volunteers I	23
Coordinator of Volunteers II	27
Dental Assistant	17
Nursing Assistant I	22
Nursing Assistant I (Therapy Aide)	16
Nursing Assistant I (CPR Equipment Attendant)	16
Nursing Assistant I (Sterile Supply)	SD16
Nursing Assistant II (Anaesthetic Aide)	17
Nursing Assistant II (Respiratory)	19
Nursing Assistant II (Sterile Supply)	SD19
Nursing Assistant III (Sterile Supply)	SD22
Nursing Assistant IV (Sterile Supply)	SD25
Orthopaedic Technologist (previously Nursing Assistant (Orthopaedic Technician))	SA25
Porter/Patient (No Benchmark)	16
Rehabilitation Assistant (previously Nursing Assistant II (Rehabilitation Assistant))	25
Social Service Assistant I	22
Social Service Assistant II	30
Social Service Assistant III	32
X-Ray Assistant I	16
X-Ray Assistant II	17
<b>Patient Care Technical</b>	
Cardiac Ultrasound Technician	26
ECG Assistant	15
EEG Assistant	18
Lab Assistant I	SD15
Lab Assistant II	SD15
Lab Assistant II (A)	SD18
Lab Assistant III	SD15
Lab Assistant IV	SD21
Ophthalmic Technician I	23
Ophthalmic Technician II (Imaging/Visual Field)	29

<b>Class Title</b>	<b>Grid</b>
Ophthalmic Technician III	33
Pathology Attendant I	26
Pathology Attendant II (Tissue Bank)	31
Pathology Attendant II (Supervisor)	31
Pathology Attendant III	35
Perfusionist Assistant	25
Pharmacy Technician	32
Pharmacy Assistant I	SB18
Pharmacy Assistant I (A)	SB20
Pharmacy Assistant II	SB23
Pharmacy Assistant II (A)	SB25
Pharmacy Technician (Supervisor I)	35
Pharmacy Technician (Supervisor II)	38
Physiological Laboratory Technologist I	26
Physiological Laboratory Technologist II	29
Renal Dialysis Technician I	23
Renal Dialysis Technician II	26
Renal Dialysis Technician III	33
<b>Stores</b>	
Stores Attendant I	10
Stores Attendant II	10
Stores Attendant III	12
Stores Attendant IV	15
Stores Attendant IV (Receiver)	15
Stores Attendant V (Supervisor)	19
<b>Technical</b>	
Accountant I	SD34
Accountant II	SD39
Accounting Supervisor	SD34
Buyer	SD27
Buyer Supervisor	SD34(A)
Computer Technical Support I	MB23
Computer Technical Support II	MB32
Health Records Technician (previously Medical Records Technician)	18
Programmer/Systems Analyst I	MB21
Programmer/Systems Analyst II	MB25
Programmer/Systems Analyst III	MB34
Programmer/Systems Analyst IV	MB43

<b>Class Title</b>	<b>Grid</b>
<b>Trades</b>	
Carpenter	MA27
Electrician	MA31
Fitter	MA29
Fitter/Gas Fitter B (Cross Connection)	MA29
Head Carpenter	MA30
Head Electrician	MA35
Head Fitter	MA33
Head Machinist	MA33
Head Millwright (Industrial Mechanic)	MA33
Head Painter	MA27
Head Plumber	MA33
Head Refrigeration/Air Conditioning (R/AC) Mechanic	MA35
Head Welder	MA33
Laundry Mechanic	MA25
Machinist	MA29
Millwright (Industrial Mechanic)	MA29
Painter	MA23
Plumber	MA29
Plumber/Gas Fitter B (Cross Connection)	MA29
Refrigeration/Air Conditioning (R/AC) Mechanic	MA31
Welder	MA29
<b>Transportation</b>	
Transportation Attendant I	10
Transportation Attendant II	11
Transportation Attendant III	14
Transportation Attendant IV	15
Transportation Attendant (Charge)	17
<b>Miscellaneous</b>	
Construction Co-ordinator	28
Elevator Operator	<u>10</u>
Engineering Technician I	27
Engineering Technician II	36
Media Services Technician I	10
Media Services Technician II	15
Media Services Technician III	23
Media Services Technician IV	27

<b>Class Title</b>	<b>Grid</b>
Media Services Technician V	31
Technical Assistant I	10
Technical Assistant II	15
Technical Assistant II (A)	15
Technical Assistant III	20
Technical Assistant IV	23



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

**Re: Public Sector Wage Increases**

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

## WAGE SCHEDULES – GRIDS

### General Wage Increases

Wage rates for all employees covered by the Collective Agreement will increase effective on the following dates and at the respective rates:

Year 1: April 1, 2022: Increase rates of pay by an average of 4.22%.

- The average increase of 4.22% 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) Memorandum of Agreement.

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) Memorandum of Agreement.

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

**General Wage Schedule**

*This Schedule applies to all classifications, except those expressly identified in the Market Adjustment or Special Adjustment Wage Schedules.*

<b>First Pay Period after April 1, 2022</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
10	3560	21.91
11	3627	22.32
12	3695	22.74
13	3760	23.14
14	3831	23.58
15	3898	23.99
16	3967	24.41
17	4036	24.84
18	4101	25.24
19	4171	25.67
20	4241	26.10
21	4307	26.50
22	4376	26.93
23	4441	27.33
24	4512	27.77
25	4575	28.15
26	4650	28.62
27	4713	29.00
28	4781	29.42
29	4849	29.84
30	4918	30.26
31	4985	30.68
32	5051	31.08

<b>First pay period after April 1, 2022</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
33	5127	31.55
34	5191	31.94
35	5258	32.36
36	5325	32.77
37	5396	33.21
38	5460	33.60
39	5526	34.01
40	5594	34.42
41	5669	34.89
42	5731	35.27
43	5800	35.69
44	5870	36.12
45	5940	36.55
46	6010	36.98
47	6072	37.37
48	6140	37.78
49	6209	38.21
50	6279	38.64
51	6345	39.05
52	6411	39.45
53	6480	39.88
54	6548	40.30
55	6614	40.70

<b>First Pay Period after April 1, 2023</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
10	3800	23.38
11	3872	23.83
12	3944	24.27
13	4014	24.70
14	4090	25.17
15	4161	25.61
16	4235	26.06
17	4308	26.51
18	4378	26.94
19	4453	27.40
20	4527	27.86
21	4598	28.30
22	4671	28.74
23	4741	29.18
24	4817	29.64
25	4884	30.06
26	4964	30.55
27	5031	30.96
28	5104	31.41
29	5176	31.85
30	5250	32.31
31	5321	32.74
32	5392	33.18

<b>First pay period after April 1, 2023</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
33	5473	33.68
34	5541	34.10
35	5613	34.54
36	5684	34.98
37	5760	35.45
38	5829	35.87
39	5899	36.30
40	5972	36.75
41	6052	37.24
42	6118	37.65
43	6192	38.10
44	6266	38.56
45	6341	39.02
46	6416	39.48
47	6482	39.89
48	6554	40.33
49	6628	40.79
50	6703	41.25
51	6773	41.68
52	6844	42.12
53	6917	42.57
54	6990	43.02
55	7060	43.45

*Note: Above rates include 5.5% GWI and 1.25% Cost of Living Adjustments (COLA). Wage comparability adjustments will be determined at a later date.*

<b>First Pay Period after April 1, 2024</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
10	3831	23.58
11	3903	24.02
12	3976	24.47
13	4046	24.90
14	4123	25.37
15	4194	25.81
16	4269	26.27
17	4343	26.73
18	4414	27.16
19	4488	27.62
20	4563	28.08
21	4635	28.52
22	4709	28.98
23	4779	29.41
24	4855	29.88
25	4924	30.30
26	5004	30.79
27	5071	31.21
28	5145	31.66
29	5218	32.11
30	5292	32.57
31	5364	33.01
32	5436	33.45

<b>First pay period after April 1, 2024</b>		
<b>Grid</b>	<b>Monthly</b>	<b>Hourly</b>
33	5517	33.95
34	5587	34.38
35	5658	34.82
36	5730	35.26
37	5807	35.74
38	5875	36.15
39	5947	36.60
40	6020	37.05
41	6101	37.54
42	6167	37.95
43	6241	38.41
44	6317	38.87
45	6392	39.34
46	6468	39.80
47	6534	40.21
48	6608	40.66
49	6681	41.11
50	6756	41.58
51	6828	42.02
52	6899	42.46
53	6973	42.91
54	7046	43.36
55	7118	43.80

*Note: Above rates do not include Cost of Living Adjustments (COLA) that will be determined at a later date.*

***This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst, Computer Technical Support, Trades, Power Engineers and Maintenance Supervisor II, III and IV benchmarks.***

Benchmark Classification	Grid Code	First Pay Period after April 1, 2022	
		Monthly	Hourly
Carpenter	MA27	5662	34.84
Electrician	MA31	5933	36.51
Fitter	MA29	5794	35.66
Fitter/Gas Fitter B (Cross Connection)	MA29	5794	35.66
Head Carpenter	MA30	5863	36.08
Head Electrician	MA35	6208	38.20
Head Fitter	MA33	6071	37.36
Head Machinist	MA33	6071	37.36
Head Millwright (Industrial Mechanic)	MA33	6071	37.36
Head Painter	MA27	5662	34.84
Head Plumber	MA33	6071	37.36
Head Refrigeration/Air Conditioning Mechanic	MA35	6208	38.20
Head Welder	MA33	6071	37.36
Laundry Mechanic	MA25	5524	33.99
Machinist	MA29	5794	35.66
Millwright (Industrial Mechanic)	MA29	5794	35.66
Painter	MA23	5391	33.18
Plumber	MA29	5794	35.66
Plumber/Gas Fitter B (Cross Connection)	MA29	5794	35.66
Refrigeration/Air Conditioning Mechanic	MA31	5933	36.51
Welder	MA29	5794	35.66
Chief Power Engineer 2	MB42	6698	41.22
Chief Power Engineer 3	MA37	6345	39.05
Chief Power Engineer 4	MA27	5662	34.84
Power Engineer 2	MB35	6208	38.20
Power Engineer 3	MA29	5794	35.66
Power Engineer 4	MA21	5255	32.34
Power Engineer 5	MA17	4984	30.67
Supervising Power Engineer 2	MB37	6356	39.11
Supervising Power Engineer 3	MA31	5933	36.51
Supervising Power Engineer 4	MA23	5391	33.18
Supervising Power Engineer 5	MA20	5188	31.93
Maintenance Supervisor II *	MA32	6003	36.94
Maintenance Supervisor III *	MA37	6345	39.05
Maintenance Supervisor IV *	MA42	6681	41.11
Computer Technical Support I	MB23	5731	35.27
Computer Technical Support II	MB32	6382	39.27

Benchmark Classification	Grid Code	First Pay Period after April 1, 2022	
		Monthly	Hourly
Programmer/Systems Analyst I	MB21	5503	33.86
Programmer/Systems Analyst II	MB25	6080	37.42
Programmer/Systems Analyst III	MB34	6830	42.03
Programmer/Systems Analyst IV	MB43	7460	45.91

**\*RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold: 1) Trades Qualifications, and 2) supervise Trades and/or Power Engineers.

***This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst, Computer Technical Support, Trades, Power Engineers and Maintenance Supervisor II, III and IV benchmarks.***

Benchmark Classification	Grid Code	First Pay Period after April 1, 2023	
		Monthly	Hourly
Carpenter	MA27	6044	37.19
Electrician	MA31	6333	38.97
Fitter	MA29	6185	38.06
Fitter/Gas Fitter B (Cross Connection)	MA29	6185	38.06
Head Carpenter	MA30	6259	38.52
Head Electrician	MA35	6627	40.78
Head Fitter	MA33	6481	39.88
Head Machinist	MA33	6481	39.88
Head Millwright (Industrial Mechanic)	MA33	6481	39.88
Head Painter	MA27	6044	37.19
Head Plumber	MA33	6481	39.88
Head Refrigeration/Air Conditioning Mechanic	MA35	6627	40.78
Head Welder	MA33	6481	39.88
Laundry Mechanic	MA25	5897	36.29
Machinist	MA29	6185	38.06
Millwright (Industrial Mechanic)	MA29	6185	38.06
Painter	MA23	5755	35.42
Plumber	MA29	6185	38.06
Plumber/Gas Fitter B (Cross Connection)	MA29	6185	38.06
Refrigeration/Air Conditioning Mechanic	MA31	6333	38.97
Welder	MA29	6185	38.06
Chief Power Engineer 2	MB42	7150	44.00
Chief Power Engineer 3	MA37	6773	41.68
Chief Power Engineer 4	MA27	6044	37.19
Power Engineer 2	MB35	6627	40.78
Power Engineer 3	MA29	6185	38.06
Power Engineer 4	MA21	5610	34.52
Power Engineer 5	MA17	5320	32.74
Supervising Power Engineer 2	MB37	6785	41.75
Supervising Power Engineer 3	MA31	6333	38.97
Supervising Power Engineer 4	MA23	5755	35.42
Supervising Power Engineer 5	MA20	5538	34.08
Maintenance Supervisor II *	MA32	6408	39.43
Maintenance Supervisor III *	MA37	6773	41.68
Maintenance Supervisor IV *	MA42	7132	43.89
Computer Technical Support I	MB23	6118	37.65
Computer Technical Support II	MB32	6813	41.93



Benchmark Classification	Grid Code	First Pay Period after April 1, 2023	
		Monthly	Hourly
Programmer/Systems Analyst I	MB21	5874	36.15
Programmer/Systems Analyst II	MB25	6490	39.94
Programmer/Systems Analyst III	MB34	7291	44.87
Programmer/Systems Analyst IV	MB43	7964	49.01

**\*RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold: 1) Trades Qualifications, and 2) supervise Trades and/or Power Engineers.

*Note: Above rates include 5.5% GWI and 1.25% Cost of Living Adjustments (COLA). Wage comparability adjustments will be determined at a later date.*

***This schedule ONLY applies to jobs matched to the Programmer/Systems Analyst, Computer Technical Support, Trades, Power Engineers and Maintenance Supervisor II, III and IV benchmarks.***

Benchmark Classification	Grid Code	First Pay Period after April 1, 2024	
		Monthly	Hourly
Carpenter	MA27	6092	37.49
Electrician	MA31	6384	39.29
Fitter	MA29	6235	38.37
Fitter/Gas Fitter B (Cross Connection)	MA29	6235	38.37
Head Carpenter	MA30	6309	38.82
Head Electrician	MA35	6680	41.11
Head Fitter	MA33	6533	40.20
Head Machinist	MA33	6533	40.20
Head Millwright (Industrial Mechanic)	MA33	6533	40.20
Head Painter	MA27	6092	37.49
Head Plumber	MA33	6533	40.20
Head Refrigeration/Air Conditioning Mechanic	MA35	6680	41.11
Head Welder	MA33	6533	40.20
Laundry Mechanic	MA25	5945	36.58
Machinist	MA29	6235	38.37
Millwright (Industrial Mechanic)	MA29	6235	38.37
Painter	MA23	5802	35.70
Plumber	MA29	6235	38.37
Plumber/Gas Fitter B (Cross Connection)	MA29	6235	38.37
Refrigeration/Air Conditioning Mechanic	MA31	6384	39.29
Welder	MA29	6235	38.37
Chief Power Engineer 2	MB42	7207	44.35
Chief Power Engineer 3	MA37	6828	42.02
Chief Power Engineer 4	MA27	6092	37.49
Power Engineer 2	MB35	6680	41.11
Power Engineer 3	MA29	6235	38.37
Power Engineer 4	MA21	5655	34.80
Power Engineer 5	MA17	5363	33.00
Supervising Power Engineer 2	MB37	6840	42.09
Supervising Power Engineer 3	MA31	6384	39.29
Supervising Power Engineer 4	MA23	5802	35.70
Supervising Power Engineer 5	MA20	5582	34.35
Maintenance Supervisor II *	MA32	6460	39.75
Maintenance Supervisor III *	MA37	6828	42.02
Maintenance Supervisor IV *	MA42	7189	44.24
Computer Technical Support I	MB23	6167	37.95
Computer Technical Support II	MB32	6868	42.26

Benchmark Classification	Grid Code	First Pay Period after April 1, 2024	
		Monthly	Hourly
Programmer/Systems Analyst I	MB21	5922	36.44
Programmer/Systems Analyst II	MB25	6542	40.26
Programmer/Systems Analyst III	MB34	7350	45.23
Programmer/Systems Analyst IV	MB43	8027	49.40

**\*RATES ONLY APPLY TO** Maintenance Supervisor II, III and IV that hold: 1) Trades Qualifications, and 2) supervise Trades and/or Power Engineers.

*Note: Above rates do not include Cost of Living Adjustments (COLA) that will be determined at a later date.*

**WAGE SCHEDULES – GRIDS**

**Special Adjustments**

**Schedule A**

*This schedule ONLY applies to Orthopaedic Technologists.*

Benchmark Classification	Wage Grid	April 1, 2022	
		Monthly	Hourly
Orthopaedic Technologist	SA25	5262	32.38

*This schedule ONLY applies to Orthopaedic Technologists.*

Benchmark Classification	Wage Grid	April 1, 2023	
		Monthly	Hourly
Orthopaedic Technologist	SA25	5617	34.57

*This schedule ONLY applies to Orthopaedic Technologists.*

Benchmark Classification	Wage Grid	April 1, 2024	
		Monthly	Hourly
Orthopaedic Technologist	SA25	5662	34.84

**WAGE SCHEDULES - GRIDS**  
**Special Adjustments**  
**Schedule B**

*This schedule ONLY applies to Pharmacy Assistants.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2022	
		Monthly	Hourly
Pharmacy Assistant I	SB18	4223	25.99
Pharmacy Assistant I(A)	SB20	4368	26.88
Pharmacy Assistant II	SB23	4573	28.14
Pharmacy Assistant II(A)	SB25	4715	29.02

*This schedule ONLY applies to Pharmacy Assistants.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2023	
		Monthly	Hourly
Pharmacy Assistant I	SB18	4508	27.74
Pharmacy Assistant I(A)	SB20	4663	28.70
Pharmacy Assistant II	SB23	4882	30.04
Pharmacy Assistant II(A)	SB25	5033	30.97

*This schedule ONLY applies to Pharmacy Assistants.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2024	
		Monthly	Hourly
Pharmacy Assistant I	SB18	4544	27.96
Pharmacy Assistant I(A)	SB20	4700	28.92
Pharmacy Assistant II	SB23	4922	30.29
Pharmacy Assistant II(A)	SB25	5073	31.22

**WAGE SCHEDULES - GRIDS**  
**Special Adjustments**  
**Schedule C**

*This schedule ONLY applies to Computer Operators.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2022	
		Monthly	Hourly
Computer Operator II	SC13	3833	23.59
Computer Operator III	SC18	4193	25.80
Computer Operator IV	SC23	4785	29.45

*This schedule ONLY applies to Computer Operators.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2023	
		Monthly	Hourly
Computer Operator II	SC13	4092	25.18
Computer Operator III	SC18	4476	27.54
Computer Operator IV	SC23	5108	31.43

*Note: Above rates include 5.5% GWI and 1.25% Cost of Living Adjustments (COLA). Wage comparability adjustments will be determined at a later date.*

*This schedule ONLY applies to Computer Operators.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2024	
		Monthly	Hourly
Computer Operator II	SC13	4125	25.38
Computer Operator III	SC18	4512	27.77
Computer Operator IV	SC23	5149	31.69

*Note: Above rates do not include Cost of Living Adjustments (COLA) that will be determined at a later date.*

**WAGE SCHEDULES - GRIDS**

**Special Adjustments**

**Schedule D**

*This schedule ONLY applies to Accountant I, Accountant II, Accounting Supervisor, Buyer, Buyer Supervisor, Lab Assistant I, II, II(A), III and IV, Nursing Assistant I, II, III, IV (Sterile Supply), Nursing Unit Assistant.*

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2022	
		Monthly	Hourly
Accountant I	SD34	5265	32.40
Accountant II	SD39	5611	34.53
Accounting Supervisor	SD34	5265	32.40
Buyer	SD27	4926	30.31
Buyer Supervisor	SD34(A)	5426	33.39
Lab Assistant I	SD15	4074	25.07
Lab Assistant II	SD15	4074	25.07
Lab Assistant II(A)	SD18	4288	26.39
Lab Assistant III	SD15	4074	25.07
Lab Assistant IV	SD21	4501	27.70
Nursing Assistant I (Sterile Supply)	SD16	4023	24.76
Nursing Assistant II (Sterile Supply)	SD19	4235	26.06
Nursing Assistant III (Sterile Supply)	SD22	4440	27.32
Nursing Assistant IV (Sterile Supply)	SD25	4646	28.59
Nursing Unit Assistant	SD16(A)	4145	25.51

***This schedule ONLY applies to Accountant I, Accountant II, Accounting Supervisor, Buyer, Buyer Supervisor, Lab Assistant I, II, II(A), III and IV, Nursing Assistant I, II, III, IV (Sterile Supply), Nursing Unit Assistant.***

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2023	
		Monthly	Hourly
Accountant I	SD34	5620	34.58
Accountant II	SD39	5990	36.86
Accounting Supervisor	SD34	5620	34.58
Buyer	SD27	5259	32.36
Buyer Supervisor	SD34(A)	5792	35.64
Lab Assistant I	SD15	4349	26.76
Lab Assistant II	SD15	4349	26.76
Lab Assistant II(A)	SD18	4577	28.17
Lab Assistant III	SD15	4349	26.76
Lab Assistant IV	SD21	4805	29.57
Nursing Assistant I (Sterile Supply)	SD16	4295	26.43
Nursing Assistant II (Sterile Supply)	SD19	4521	27.82
Nursing Assistant III (Sterile Supply)	SD22	4740	29.17
Nursing Assistant IV (Sterile Supply)	SD25	4960	30.52
Nursing Unit Assistant	SD16(A)	4425	27.23

*Note: Above rates include 5.5% GWI and 1.25% Cost of Living Adjustments (COLA). Wage comparability adjustments will be determined at a later date.*



***This schedule ONLY applies to Accountant I, Accountant II, Accounting Supervisor, Buyer, Buyer Supervisor, Lab Assistant I, II, II(A), III and IV, Nursing Assistant I, II, III, IV (Sterile Supply), Nursing Unit Assistant.***

Benchmark Classification	Wage Grid	First Pay Period after April 1, 2024	
		Monthly	Hourly
Accountant I	SD34	5666	34.87
Accountant II	SD39	6038	37.16
Accounting Supervisor	SD34	5666	34.87
Buyer	SD27	5301	32.62
Buyer Supervisor	SD34(A)	5838	35.93
Lab Assistant I	SD15	4384	26.98
Lab Assistant II	SD15	4384	26.98
Lab Assistant II(A)	SD18	4614	28.39
Lab Assistant III	SD15	4384	26.98
Lab Assistant IV	SD21	4844	29.81
Nursing Assistant I (Sterile Supply)	SD16	4329	26.64
Nursing Assistant II (Sterile Supply)	SD19	4557	28.04
Nursing Assistant III (Sterile Supply)	SD22	4778	29.40
Nursing Assistant IV (Sterile Supply)	SD25	5000	30.77
Nursing Unit Assistant	SD16(A)	4460	27.45

*Note: Above rates do not include Cost of Living Adjustments (COLA) that will be determined at a later date.*

**SIGNATURES FOR THE FACILITIES BARGAINING ASSOCIATION**

**Signed on behalf of:  
HOSPITAL EMPLOYEES' UNION**

Per: \_\_\_\_\_  
Angela Bonazzo,  
Prince George Local

Per: \_\_\_\_\_  
Chena Binns,  
Lions Gate Local

Per: \_\_\_\_\_  
Rhonda Bruce,  
South Okanagan Local

Per: \_\_\_\_\_  
Yann Cayla,  
Surrey Local

Per: \_\_\_\_\_  
Tina Clemente,  
GF Strong Local

Per: \_\_\_\_\_  
Lisa Kreut,  
VGH Local

Per: \_\_\_\_\_  
Dallas Vandekerkhove,  
RJH Local

Per: \_\_\_\_\_  
Barbara Owen,  
Royal Columbian Local

Per: \_\_\_\_\_  
Diane Tomei,  
Chilliwack Amalgamated Local

Per: \_\_\_\_\_  
Barbara Nederpel,  
President

Per: \_\_\_\_\_  
Betty Valenzuela,  
Financial Secretary

Per: \_\_\_\_\_  
Meena Brisard,  
Secretary-Business Manager

Per: \_\_\_\_\_  
Jesse Winfrey,  
Cowichan Valley Local

**Signed on behalf of:  
BC GOVERNMENT AND  
SERVICE UNION**

Per: \_\_\_\_\_  
Micheil Bryson,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Thomas Christen,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Gavin Gill,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Lynn Meskas,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Mahen Ramdharry,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Ryan Stewart,  
Bargaining Committee Member

Per: \_\_\_\_\_  
Richard Ziemianski,  
Bargaining Committee Member

**Signed on behalf of:  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882-882H**

Per: \_\_\_\_\_  
Adrian David,  
Business Manager

Per: \_\_\_\_\_  
Haemant Sawh,  
Business Representative

**Signed on behalf of:  
BRITISH COLUMBIA NURSES' UNION**

Per: \_\_\_\_\_  
Deborah Charrois,  
Director, Legal and Labour Relations

**Signed on behalf of:  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 230**

Per: \_\_\_\_\_  
Cory McGregor,  
Business Representative

**Signed on behalf of:  
INTERNATIONAL UNION OF PAINTERS &  
ALLIED TRADES DISTRICT COUNCIL 38**

Per: \_\_\_\_\_  
Dan Jajic,  
Business Manager

**Signed on behalf of:  
PUBLIC & PRIVATE WORKERS OF CANADA 5**

Per: \_\_\_\_\_  
Brian Cheralley,  
President

**Signed on behalf of:  
UNITED ASSOCIATION OF  
PLUMBERS & PIPEFITTERS, LOCAL 324**

Per: \_\_\_\_\_  
Jim Noon  
Business Manager

**Signed on behalf of:  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS, LOCAL 1598**

Per: \_\_\_\_\_  
Derrek Autzen,  
Representative

**SIGNATURES FOR THE EMPLOYER**

**Signed on behalf of:  
Health Employers Association  
of BC**

Per: \_\_\_\_\_  
Michael McMillan,  
President & Chief Executive Officer

\_\_\_\_\_

Per: \_\_\_\_\_  
Hanna McMullen, HEABC  
(Lead Spokesperson)

\_\_\_\_\_

Per: \_\_\_\_\_  
Kristy Faris, HEABC  
(Spokesperson)

\_\_\_\_\_

Dated this 1 day of September, 2022

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

**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 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 April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

**April 2024**

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on 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%.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)**  
**AND**  
**FACILITIES BARGAINING ASSOCIATION (FBA)**

**Re: Facilities Subsector Wage Comparability Review**

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

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

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

THEREFORE the parties agree to conduct a Wage Comparability Review (the “Review Process”) between the Collective Agreement and other relevant BC public sector comparators, including the BC Public Service in accordance with this Memorandum:

Objectives

1. The parties will:
  - a. Reasonably provide and review relevant and available FBA-related wage data, including historical wages;
  - b. Identify any wage comparability issues;
  - c. Identify options to address identified issues, which may include addressing wage comparability issues for gendered and racialized workers;
  - d. Allocate available funds to address identified priority issues; and
  - e. Make recommendations to the Government in advance of the next round of collective bargaining:
    - i. to address wage comparability issues, and
    - ii. to provide appropriate, permanent wage adjustments.

The Fund

2. To address identified priority issues during the term of the Collective Agreement, the parties agree to allocate \$10,635,000 effective April 1, 2023, which will be increased by \$5,000,000 effective April 1, 2024 (the “Fund”). For clarity, the ongoing annual amount will be \$15,635,000. The Fund will be used to provide interim wage adjustments. The Fund’s respective annual allocation cannot be exceeded.

### Interim Wage Adjustments

3. The interim wage adjustments for lower wage-rated classifications will be prioritized and balanced with respect to maximizing:
  - a. the amount of an hourly wage rate increase, and
  - b. the number of employees whose wages may be increased.
4. Interim wage adjustments will be applied to identified grids on the General Wage Schedule on a permanent basis.

### Wage Comparability Review Process

5. A Working Group shall be established within ninety (90) days of ratification. The Working Group shall have no more than ten (10) persons with equal representation from the FBA and HEABC (one of HEABC's spots will be filled by a PSEC Secretariat representative). The two parties will endeavour to appoint representatives to the Working Group who have the expertise and experience relevant to the work.
6. The parties agree to conduct the Review Process to determine the extent of the compensation differences between the Facilities Subsector and relevant BC public sector comparators, including the BC Public. The Review Process will be informed by the pay equity principles and framework for job evaluation factors in Article 49 – Pay Equity of the Collective Agreement.
7. The Review Process will:
  - a. determine the allocation of the Fund effective April 1, 2023; and
  - b. provide information and recommendations for Government to consider in the development of its next bargaining mandate and for the FBA and HEABC to prepare for and negotiate as part of the renewal of the 2022-2025 Facilities Subsector Collective Agreement in furtherance of the objectives of this Memorandum.
8. The Working Group will engage Vicki Averill as an expert resource.
9. The Working Group will develop, for approval by the parties, the Terms of Reference for the Working Group, to complete the Review Process and accomplish the Objectives of this Memorandum. By March 31, 2024, the Working Group will submit a report to the Government with a recommendation on options and any funding required for the parties to address wage comparability issues during negotiations of the Renewal of the 2022-2025 Facilities Collective Agreement.
10. To assist the parties in resolving disputes that may arise during the Review Process, the parties shall appoint Jacquie de Aguayo as arbitrator (the "Arbitrator") to decide matters on an expedited basis. The Arbitrator will assist the parties in mediating disputes.
11. The Arbitrator's jurisdiction will be limited to deciding what constitutes comparable jobs, relevant BC public sector comparators, and issues around the framework for the Review Process.
12. The parties agree that the expedited arbitration process will be as follows:

- a. Should the parties wish to utilize external legal counsel, such costs would not be funded by the Working Group Resources, as provided below.
  - b. The presentations will be short and concise. Where appropriate, the length of the presentation will be commensurate to the scope and gravity of the dispute at hand.
  - c. The Arbitrator will give the Working Group a succinct written decision within twenty (20) days of the hearing regarding any issue referred to the arbitrator.
  - d. The decision of the Arbitrator will be final and binding on the Working Group.
13. The FBA and HEABC will attempt to reach consensus on the approach to address any wage comparability issues. In the event the two parties are unable to reach consensus on any elements of the report, they will submit their alternate recommendations to Government.

#### Working Group Resources

14. Given the importance of this work, and the significant workload, the Working Group will be allocated up to \$300,000 for the purposes of engaging resources to support the work to complete the Review Process. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.



## APPENDIX #1

### - Information - Extended Health Care Plan -

#### SUMMARY OF JOINT FACILITIES BENEFITS TRUST'S COVERAGE

##### Extended Health Benefit - Article 38.03

###### *Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan or by another mutually agreed agent are subject to the Collective Agreement, the Pacific Blue Cross Extended Health Care Plan, and the Healthcare Benefit Trust's Plan Document or the plan document of another mutually agreed agent.

###### *Amount of Benefit*

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

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

The maximum lifetime amount payable per person is unlimited.

*Note: If, in a calendar year, eligible expenses do not exceed the deductible, expenses during the last three (3) months of that year may be applied against the deductible for the next calendar year.*

###### Eligible Expenses

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

Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed based on a percentage of the applicable user (patient visit) fee.

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

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

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

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

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

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

*Dentist* - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one (1) year of the date of the accident. Orthodontic services are not covered under this

Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Pacific Blue Cross Dental Fee Schedule No. 2.

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

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

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

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

*Massage Therapist* - Fees of a registered massage therapist.

*Medical Referral Transportation* - Cost of travel for an employee or eligible dependant for medical treatment by a physician, where it is determined by the attending physician that adequate treatment is not available locally, up to limits specified by Pacific Blue Cross.

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

*Orthopaedic Shoes* - Defined as "shoes which are not available for general purchase and which are intended to modify, or correct, a disability". Includes orthotics. One (1) pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist.

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

*Physiotherapist* - Fees of a registered physiotherapist.

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

*Prescription Drugs* - Cost of prescription drugs purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to Pharmacare's low cost alternative and reference based pricing payment policies. This benefit does not include lifestyle drugs and medicines as determined by Pacific Blue Cross. This benefit does not cover drugs for contraceptive purposes, erectile dysfunction drugs, vitamin injections, food supplements, drugs which can be bought without a prescription, medications used to treat or replace an addiction or habituation, or drugs which have not been approved under the Food and Drugs Act for sale and distribution in Canada.

The eligible prescription dispensing fees is capped at \$9.00 per transaction. (NOTE: This benefit cap is effective April 1, 2010.)

*Prescription Drug Direct Pay Card "BlueNet"* - In the administration of the extended health care plan a prescription drug direct pay card will be provided to apply to pharmacies on-line with Pacific Blue Cross. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier.

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

*Rental of Medical Equipment* - Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.

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

*Surgical Stockings and Brassieres* - Two (2) pairs of stockings per person per year; one (1) brassiere per person per year when required as a result of treatment for injury or illness.

*Vision Care* - Cost of prescription eyeglasses and/or frames, or prescribed contact lenses, up to a maximum of \$350\* per person every 24 months. (NOTE: the change in maximum is effective April 1, 2010).

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

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

## **EXCLUSIONS**

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.
3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.
8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges for batteries and re-charging devices.
12. Expenses relating to the repatriation of a deceased employee and/or dependent.
13. Expenses incurred by a pregnant person while travelling outside of Canada within twenty-one (21) days of expected delivery date.

## APPENDIX #2

### - Information - Dental Plan -

#### SUMMARY OF JOINT FACILITIES BENEFITS TRUST'S COVERAGE

Dental Plan - Article 38.02

##### *Preamble*

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the HBT plan or the plan of another mutually agreed agent are subject to the Collective Agreement, the Pacific Blue Cross Dental Plan, and the Healthcare Benefit Trust's Plan or another mutually agreed agent's Document.

##### *Amount of Benefit*

This dental benefit will reimburse the dentist for the following:

- 2) 100% Services (Part "A")
- 3) 60% of Major Reconstruction Services (Part "B")
- 4) 60% of Orthodontic Services (Part "C"); lifetime maximum is \$2,750 per eligible employee or dependant

##### *Eligible Expenses*

This dental benefit covers those services which are routinely provided to eligible employees and dependents in offices of general practicing dentists in BC.

The amounts paid for such services are set out in the Pacific Blue Cross Fee Schedule No. 2. When performed by a specialist (on referral by a general practicing dentist), the fee paid is the amount paid to a general practicing dentist plus 10%.

Eligible expenses under this dental benefit are as follows:

##### PART "A" - BASIC SERVICES

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

The Plan will pay 100% of:

##### *Diagnostic Services*

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

1. Examinations and consultations;
2. Two (2) standard examinations per calendar year;
3. One (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding six (6) months;
4. X-rays, up to the maximum established by Pacific Blue Cross for the calendar year;
5. Full mouth x-rays once in any three (3) year period.

##### *Endodontic Services*

- 5) Root canals
- 6) Major Restorative Services
- 7) Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by Pacific Blue Cross is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.

##### *Periodontic Services*

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

##### *Preventive Services*

Procedures to prevent oral disease, including the following:

- 8) Cleaning and polishing of teeth (prophylaxis) twice in any calendar year.

- 9) Fluoride application twice in any calendar year.
- 10) Space maintainers intended to maintain space but not to obtain more space.
- 11) Sealants (pits and fissures); limited to once per tooth within a two (2) year period.

*Repairs to Bridges and Dentures (Prosthetics)*

Procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

*Restorative Services*

Procedures for filling teeth, including stainless steel crowns.

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

*Surgical Services*

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

**PART "B" - MAJOR RECONSTRUCTION**

Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

The Plan will pay 60% of:

*Crowns*

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

*Dentures (Removable Prosthetics)*

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

*Crowns and Bridges (Fixed Prosthetics)*

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

**PART "C" - ORTHODONTICS**

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

The Plan will pay 60% of:

*Braces*

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

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

**EXCLUSIONS**

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third Party is responsible.
4. Charges for completing forms.
5. Implants.
6. Fees in excess of the Pacific Blue Cross Dental Fee Schedule No. 2, or fees for services which are not set out in the Dental Fee Schedule.
7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.

8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges and some anaesthetics.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

If the employee is eligible for coverage under more than one (1) dental plan, Pacific Blue Cross will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.

### APPENDIX #3

#### - Standard Template Transfer Agreement -

Underlining indicates - wording from Facilities Bargaining Association 2010 - 2012 Collective Agreement (Addendum - Job Security and Expanded Opportunities, Part 5) *Italics indicates* - amended or added wording from the Settlement Agreement reached August 5, 2011

In accordance with the Collective Agreement, the following shall constitute the transfer of service template agreement:

#### Standard Template Transfer Agreement

Between

Health Employer's Association of British Columbia (HEABC)

And

(Insert Name of Sending Employer(s))

And

(Insert Name of Receiving Employer(s))

And

Facilities Bargaining Association (FBA)

**Re: Transfer of Service - (Insert Name of Service from Sending Employer(s) to Receiving Employer(s))**

---

#### **I. Definitions**

Affected Employees: all employees who are currently employed in the service transferring from the Sending Employer(s) to the Receiving Employer(s).

Collective Agreement: Facilities Bargaining Association Collective Agreement.

Union: all unions representing Affected Employees

#### **II. Purpose**

a) This agreement is a result of the parties working in good faith to develop a transfer agreement and labour adjustment plan respecting the transfer of employees pursuant to the Collective Agreement, Addendum – Job Security and Expanded Opportunities, Part 5, Transfer of Services.

b) This agreement covers those employees within (insert name of service), protects the rights and obligations of the parties and outlines the terms of the transfer for Affected Employees.

c) All terms of the Collective Agreement shall prevail unless otherwise referenced in this Memorandum of Agreement. Collective Agreement language is reproduced in this template transfer agreement for ease of reference only and is not intended to modify the language reproduced.

e) (Insert the name of the "Receiving Employer(s)") shall become the employer of the employees transferring from the (Insert name of the Sending Employer(s)).

f) (Insert description/detail of the service subject to transfer).

### **III. Notice and Consultation**

1. The Employer(s) that intends to transfer services ("the Sending Employer(s)") and the Employer intended to deliver the services in the future ("the Receiving Employer(s)") will provide the Union with Section 54 notice under the Labour Relations Code at least 90 days prior to the planned transfer of the Union's members.
2. During this 90 day period, the Receiving and Sending Employers will provide the Union with an opportunity to discuss and be consulted on the proposed change and its impact on affected employees and to consider the Union's proposals to manage the impact of the transfer on employees. The Receiving Employer(s) will take the lead on behalf of the Employers during the consultation process.
3. During this 90 day period, the receiving and Sending Employer(s) will provide the Union with relevant information sufficient to enable an informed labour adjustment discussion of the proposed change.
4. Relevant information includes, but is not limited to, an outline of any changes to the service as a result of the transfer including a list and explanation of any increase or reduction to FTE, changes to job descriptions, work schedules and changes to the responsibilities of the positions affected.
5. *The Receiving and Sending Employers and the Union will work in good faith to develop a supplementary transfer agreement/labour adjustment plan to address any matters that may not be included in this agreement or that may be unique to a specific transfer. These matters may include discussion on employees remaining in or leaving temporary postings in the transferring service or in other services retained by the sending employer.*

*Any supplementary transfer agreement/labour adjustment plan reached between the Union and the Receiving Employer is binding on all parties.*

### **IV. Worksites and Employees**

Attachment A lists the Affected Employees and will include information such as names, their current employer and worksite, status, position title, classification, rate of pay, FTE, and seniority. The list will also identify those employees who are in relief postings within and outside the service transferring, *and those employees who are transferring in positions that also contain work responsibilities originating from a service that is not transferring ("divided" positions).*

### **V. Transfer Process**

1. The Sending and Receiving Employers will provide a minimum of 30 days written notice prior to the date of transfer to the employees affected by the transfer. The notice shall include a copy of this agreement *and any supplemental transfer agreement/labour adjustment plan if reached.* Employees on leave will also be provided with notice of the transfer; however, they will exercise any rights upon their return to work.

Employees returning to work from LTD during their "own occupation" period will be transferred and fill the position they temporarily vacated for this leave period, in accordance with Section



1 of the LTD Plan Addendum. Accordingly, the employee will have full access to employment rights that exist at the Receiving Employer.

*Employees returning to work from LTD during their "any occupation" period will also exercise their rights under Section 1 of the LTD Plan Addendum with the sending employer retaining responsibility for all placement options. Placement options will be implemented as follows:*

*The transfer of the employee will be the first priority of the sending employer to help the employee return to the same job or service that was transferred to the Receiving Employer.*

*Upon receipt of medical information supporting the ability of the employee to return to work in her pre-disability job or an alternate job within service transferred, the sending employer will request the receiving employer to provide a vacancy list and seniority list for that service area. The parties will explore options within the service at the receiving employer for a vacancy, bump or accommodation arrangement (although it is understood that the test of "undue hardship" remains the responsibility of the sending employer), and if such options are available, the employee will be transferred.*

*If no employment options are available, the sending employer will then review vacancy, bump or OTA options as per usual processes within its own organization.*

2. Meetings with affected employees will be scheduled by the Employer at a worksite level with the Union in attendance and shall be on employer paid time. The purpose of the meetings is for the parties to review the transfer process and this agreement with affected employees.
3. The Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union to facilitate the implementation of this Memorandum of Agreement.
4. Transfer within and beyond 50km
  - a) A regular employee required to transfer to a worksite more than 50km from their current worksite may decline the transfer and elect to receive a displacement notice.
  - b) A regular employee required to transfer to a worksite less than 50km from their current worksite who declines the transfer is not entitled to receive a displacement notice.
5. Unique Geographic Challenges

The employer will consider the unique geographic challenges of employees affected by the transfer.

6. Relocation Expenses

An employee who accepts a regular ongoing position with the Receiving Employer more than fifty (50) kilometers from their previous worksite and who chooses to relocate will be entitled to relocation expenses of five hundred dollars (\$500) for a move of up to two hundred and forty (240) kilometers and eight hundred dollars (\$800) for a move of beyond two hundred and forty (240) kilometers. Relocation expenses must be claimed from their former Employer within six (6) months of the start date of the regular position and must be supported by receipts.

## **VI. Transfer of Seniority and Benefits**

### 1. Pay and Benefits

Transfers will be seamless with no interruption in pay and benefits. All employees currently enrolled in benefit plans including, but not limited to, MSP, Extended Health, Dental, LTD, MPP, Group Life, and AD&D shall have their coverage maintained without interruption.

### 2. Banked Entitlements and Service Portability

An employee transferred from the Sending Employer to the receiving Employer will port their service and service-related banks to the Receiving Employer. Specifically, transferred employees will port all related benefit entitlements including, but not limited to, vacations, special leave, sick leave, banked overtime, and service for severance and vacation entitlement.

### 3. Schedules

The current schedules will be maintained as far as possible. Any new work schedules will be developed in accordance with the Collective Agreement.

### 4. Vacations

All vacation shall be taken as per the previously approved vacation schedule as far as possible. Vacation for the subsequent year shall be scheduled in accordance with Article 28 of the Collective Agreement.

### 5. Porting and Retention of Seniority

- a) A transferred employee will port their seniority to the Receiving Employer and thereafter will accumulate seniority and service with that Employer. The seniority of the transferring employee will be dovetailed into the existing seniority list of the Receiving Employer(s).
- b) Employees who have worked concurrently with more than one (1) of the Sending Employer(s) and/or Receiving Employer(s), shall port the aggregate total of their seniority limited to the maximum yearly hours of a regular full-time employee.
- c) Transferred employees may use their seniority ported and accumulated with the Receiving Employer to access employment opportunities at the Receiving Employer. per the Collective Agreement.
- d) Transferred employees will also retain their seniority hours with the Sending Employer accumulated at the time of transfer.
- e) Transferred employees may use their seniority retained and accumulated with the Sending Employer to access employment opportunities at the Sending Employer, per the Collective Agreement. Transferred employees may use their retained seniority to post into a vacancy or to register on a Casual List with the Sending Employer subject to possessing the required qualifications and an operational need to increase the number of employees on the department Casual List.
- f) Employees currently registered on any Casual List with the Sending Employer(s) may elect to remain on that Casual List with the Sending Employer(s).
- g) If an employee has not secured a regular position with the Sending Employer or

regularly works as a casual with the Sending Employer in the five (5) years following the transfer of the employee, their employment rights with the Sending Employer will cease. The onus is on the transferred employee to identify employment opportunities with the Sending Employer. Wherever possible, employees will be able to view electronic postings.

6. Re-employment with the Sending Employer

*If a transferred employee is re-employed in a regular position with the Sending Employer subsequent to the employee's date of transfer and the employee resigns from the Receiving Employer, the employee will port their service and service related banks, effective the day following written resignation or the date of re-employment in a regular position, whichever is later. Specifically, the employee will port all related benefit entitlements including, but not limited to, vacations, special leave, sick leave, banked overtime, and service for severance and vacation entitlement, and will be entitled to health and welfare benefit coverage without having to serve a new waiting period. The employee will also port seniority hours accrued at the Receiving Employer since the date of transfer back to the Sending Employer limited to the maximum yearly hours of a regular full-time employee. The seamless porting of benefits as described above is available to employees once and is provided on a without prejudice basis to the portability provisions of the Collective Agreement.*

*Employees may apply for a leave of absence from the Receiving Employer to work at the Sending Employer in these circumstances. Such leave requests will be considered in accordance with Article 34 of the Collective Agreement. If the Receiving Employer grants an LOA, the employee will not be entitled to port anything in the preceding paragraph until such time as they resign employment with the Receiving Employer.*

*Upon re-employment in a regular position with the Sending Employer, the employee will serve a qualifying period in accordance with Article 14.02 of the Collective Agreement. In the event that the qualifying period is not completed and the employee has already resigned from the Receiving Employer, the employee will be entitled to register on a casual list with the Sending Employer, since the employee will be unable to return to their previous position with the Receiving Employer.*

**VII. Labour Adjustment**

Where there are displacements prior to the transfer, the Union and the Employer(s) will discuss labour adjustment strategies including, but not limited to, election to transfer, displacement/lay-off options, retraining, early retirement, and voluntary departure.

**VIII. Representation and Disputes**

1. Union Committees/Representation/Leave

The Collective Agreement provisions relating to Union Representation and/or joint committees shall not be restricted in any way as a result of the transfer of service.

2. OH&S, Worksafe BC Rights and Responsibilities

Where, as a result of the transfer, the Affected Employees' worksite is operated by another employer, requirements related to Occupational Health and Safety pursuant to the Collective Agreement and related legislation shall be met by the employers.

3. Outstanding Disputes

Any outstanding disputes between the Union and the Sending Employer shall be dealt with in an expedited manner. Any disputes that remain unresolved will be the responsibility of the Receiving Employer in accordance with the Labour Relations Code, Section 35. Such disputes shall include, but not be limited to Article 4.03 Investigations, Grievances, Classification Job Review Requests, and Section 139 disputes.

## **IX. Other Provisions**

### **1. Orientation and Training**

Training and orientation to new methods of operation, equipment, applicable computer programs, and technological changes shall be provided to all employees where necessary, to perform new duties. Employees shall receive the standard orientation to the Receiving Employer(s) and a review of all relevant Policies and Procedures.

Where there is a relocation as a result of a transfer, transferring employees will be provided with the orientation to the Receiving Employer(s). Orientation will include a site visit at the new worksite and shall be scheduled during the employee's normal working hours.

### **2. Personnel Files**

Upon request, all employees shall have access to their personnel file at their work site.

### **3. Job Postings**

a) Any new positions or vacancies at the Receiving Employer will be posted at each work site in accordance with Article 16 and filled in accordance with the Collective Agreement.

b) Where the vacancy is a multi-work location position, the posting shall specify "home work location" and additional details regarding which work locations the position will cover. The Health Authorities and Healthcare Organization may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings. Where a Health Authority or Healthcare Organization utilizes electronic job postings only, a copy of each new electronic job posting for each work location will be forwarded to the appropriate Union and Local for that site, either electronically or on paper at the choice of the Union/Local. Employees will have reasonable access and training for the use of electronic posting information and employment application systems.

### **4. Accommodation**

*The Sending Employer(s) will identify, in writing, all existing agreements that arise out of the Duty to Accommodate and confirm that they believe the list is complete. The Receiving Employer, the Sending Employer(s), the Union and the employee will work together to ensure the specific accommodation is addressed through the transfer process. The parties will meet their legal obligations pursuant to Human Rights Law.*

### **5. Red Circling**

a) Red-circled Affected Employees shall maintain the red-circled rate pursuant to Section 12 of the Maintenance Agreement in the Collective Agreement.

b) Where the rate of pay of a position or job at the Receiving Employer is adjusted

downward, the employee shall be entitled to red-circling as per Section 12(4) of the Addendum – Maintenance Agreement and Classification Manual.

6. Local Memorandum of Agreement's and Superior Benefits

*Existing Memorandums of Agreement and Superior Benefits applicable to the Sending Employer will be reviewed. The Sending Employer(s) and Unions will both identify and produce employer specific Memorandums of Agreement to enable a review. Where the parties mutually agree a Memorandum of Agreement is applicable, the Memorandum of Agreement shall transfer with employees to the Receiving Employer(s).*

7. Transportation Allowance

Employees who are required to travel between sites as part of their job shall have transportation costs paid per Article 26 of the Collective Agreement and the policy of the Receiving Employer(s).

8. Certifications

Where required, the FBA and HEABC (on behalf of the Health Authorities and Healthcare Organizations) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated Facilities Certification.

9. Any disputes that arise out of the application of this Memorandum of Agreement will be dealt with through the grievance procedure.

10. The template will apply to all transfers contemplated by "transfer of services" set out in the Addendum – Job Security and Expanded Opportunities, Part 5, but may be modified by the Facilities Bargaining Association and the Sending/Receiving Employer(s).

Chris Dorais

August 5, 2011

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Facilities Bargaining Association

Mark Slobin

August 5, 2011

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Health Employers Association of BC

## APPENDIX #4

### - Consolidated Services -

#### List of Consolidated Services as of October 31, 2020

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

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