



# Comprehensive Report

on the tentative agreement between  
the **Community Bargaining Association**  
and the **Health Employers Association**  
of British Columbia



JANUARY 2023



## COMMUNITY BARGAINING ASSOCIATION

Hospital Employees' Union

BC General Employees' Union

Canadian Union of Public Employees

Health Sciences Association

United Steelworkers

British Columbia Nurses' Union

Christian Labour Association of Canada

United Food and Commerical Workers

# Tentative Agreement

## HIGHLIGHTS

01



**Wages increase** to average of 14% to 16% over three years.

02



Significant gains on **wage parity** with the Facilities Agreement including elimination of Step 1.

03



Funding to ensure viability of **Joint Community Benefit Trust**.

04



Improvements to address **recruitment and retention**.

05



Expanded **portability rights** for workers who want to move within their health authority.

06



**Premium increase** for weekend shifts and a new evening shift premium.

07



Extension of CRA **vehicle allowance** to all employees.

08



Additional day of **paid vacation**.

09



**Guaranteed minimum pay** on windows of availability.

10



Employer pays 50% for requested **medical certificates**.

11



New **overtime** language that includes seniority.



# Backgrounder

On January 15, the multi-union Community Bargaining Association (CBA) and the Health Employers Association of BC (HEABC) reached a tentative agreement covering more than 21,000 community health workers across B.C., including about 2,300 HEU members.

The agreement includes the largest general wage increase since the CBA was created, and makes significant gains toward achieving wage parity with the Facilities Bargaining Association, both key bargaining priorities for members.

The agreement also secures a funding commitment to ensure the long-term viability of the Joint Community Benefits Trust, protecting extended health and long-term disability benefits.

HEU's secretary-business manager Meena Brisard says that the almost 12 months of negotiations took place against the backdrop of serious staff shortages and COVID-related burnout, along with rising costs not seen in decades.

By last fall, the parties had made progress on many items, but had reached an impasse on wages and on measures to secure member's benefits. In November, the CBA bargaining committee walked away from talks with the employer.

The employer requested a return to the table in January with an amended offer, and after several days of bargaining, an agreement was reached. All eight unions in the CBA are unanimously recommending ratification of the agreement. HEU's Provincial Executive has also endorsed the agreement unanimously.

"CBA members have been united in their support and commitment to fairness for health care workers in the community health sector," Brisard says.

"The bargaining committee has negotiated an unprecedented agreement for the unprecedented times we are facing in health care and in the economy."

She adds that the agreement addresses many of the priority issues members identified at their Fall 2021 bargaining conference, such as workload, workplace safety, and recruitment and retention.

By April 2024, members will see an average wage increase of 14 to 16 per cent for each step of the wage grid.

In addition, the agreement includes a wide range of improvements and new provisions for expanded mobility rights, premium increases, and diversity and inclusion initiatives.

## HEU BARGAINING COMMITTEE REPRESENTATIVES

Luba Andrews, Nicole Russell, Genny Mangiola, Rob Coleman, Lisa Bouma, Brenda Brown (staff) and Tasha Wenham (staff)

## Wages, premiums, and monetary compensation

Low Wage Redress (LWR): All grid levels will receive an estimated 1.5 per cent increase — retroactive to April 1, 2022 — to narrow the gap between our agreement and similar roles in the Facilities Agreement (FBA) in hospitals and care facilities.

General Wage Increases are as follows:

Note: These are in addition to the Low Wage Redress in year 1.

- April 1, 2022: 25 cents an hour plus a 3.24 per cent wage increase (retroactive).
- April 1, 2023: 5.5 per cent wage increase plus the potential of an additional 1.25 per cent Cost of Living Adjustment if inflation exceeds 5.5 per cent.
- April 1, 2024: 2 per cent wage increase plus the potential of an additional 1 per cent Cost of Living Adjustment if inflation exceeds 2 per cent.

Each step in the agreement will receive an average increase of 14 to 16 per cent over three years based on Cost of Living Adjustments. This increase will be slightly higher for lower paid grids, and slightly lower for higher paid grids due to the application of the 25 cent increase in the first year.

LWR in this agreement builds on the 2019-2022 agreement that saw approximately \$40 million injected into wages and premiums.

This second application of LWR should ensure that as of April 1, 2022 the top rate (Step 4) of all classifications should be equal to that under the FBA.

## Premiums and reimbursements

In addition to updating and consolidating language in the agreement regarding premiums, there are significant gains in premiums:

- The Weekend Premium increases from 25 cents to 50 cents an hour effective (and retroactive to) April 1, 2022.
- An Evening Premium will be established for the first time in our agreement effective April 1, 2023. The premium will be 25 cents an hour for shifts where at least half of the hours fall between 4 p.m. and midnight,
- The Night Premium remains \$2.50 per hour for shifts where at least half of the hours fall between midnight and 8 a.m.
- The On Call Rate has been increased from \$1.00 an hour to \$3.40 an hour effective April 1, 2023.

The significant increase in fuel costs led to an interim agreement with health authorities that tied the Vehicle Allowance rate to the Canada Revenue Agency (CRA) Reasonable Per-Kilometre Allowance.

This initially only applied to Community Health Workers (CHWs), but was then expanded to all health authority employees. This agreement achieves language that permanently ties the Vehicle Allowance rate to the CRA rate for all employees covered by the CBA, including those working for affiliates.

The CRA has recently announced another increase, which means that per year members will receive \$0.68 per kilometre for the first 5,000 kms, and \$0.62 for each additional kilometre.

## Recruitment and retention

The unique challenges to recruitment and retention of employees under the CBA agreement was a subject of much discussion and negotiation. Although there are many changes that should make an impact on retention, there are some specific changes that are focused on recruitment.

Effective April 1, 2023, Step 1 of the grid will cease to exist. This means:

- any new employee starting after this date will start directly at the Step 2 rate
- any existing employee still at Step 1 on March 31, 2023 will move directly to Step 2.

New language has been added to the agreement allowing employers to credit new employees with previous experience in their classification. It is not mandatory, but can be used to attract new employees from other bargaining associations, independent health, and the private sector.

One of the long-standing frustrations of CBA members was the lack of language covering how overtime was distributed, and how (or if) seniority played a role.

It was clear from extensive member engagement that this issue was a priority for negotiations.

**The agreement now has parameters for how overtime is distributed when it is known in advance, and seniority now plays a role. This includes language that covers Community Health Workers (CHWs).**

The CBA unions have agreed to participate in both a province-wide, and CBA-specific committee with HEABC and the Ministry of Health. The goal of both committees is to discuss ways in which health sector-wide staff shortages can be addressed.

The goal is to highlight the unique challenges faced by the CBA compared to other health sector agreements, in terms of both language and monetary provisions.

## Sick leave, bereavement leave, and benefits

The agreement contains three positive changes in relation to sick leave and medical appointments.

Casuals now have access to five days of sick leave as per the Employment Standards Act, and there is an additional day of special leave for employees who must travel long distances to medical appointments.

Additionally, the agreement requires all employer-requested medical certificates to be paid 50 per cent by the employer.

A key concern during bargaining was that members may have their benefits reduced (including the curtailing or elimination of long-term disability) due to structural underfunding of the Joint Community Benefit Trust (JCBT) and the impact of COVID-19 on LTD claims.

Both HEABC employers and the constituent unions urged the provincial government to review the status of the JCBT.

As a result, the government will be injecting a large amount of money into the trust in the form of COVID-19 relief. It will also be altering the funding structure effective April 1, 2024, to include overtime hours in employer contributions to the trust.

These changes will ensure that the JCBT, and therefore member benefits, are secure for the foreseeable future. The longer-term goal is that the trust will be able to enhance member benefits.

Upon ratification, the parties will meet with the Public Sector Employers' Council (PSEC) to review the long-term health of the trust and funding structure moving forward.

## Community Health Workers

Community Health Workers (CHWs) scheduled under Article 15 were the subject of much discussion at the bargaining table. The parties agreed on a number of updates and changes to the language, including:

- the inclusion of language covering fixed shift positions (including shift exchanges)
- clarity around topping up regulars with ongoing hours
- a process to jointly interpret and clarify the entitlement to two days off after six days in a row

More significantly, the agreement achieved:

- guaranteed minimum hours for regular 'windows of availability positions'
- overtime distribution language that includes seniority
- an Memorandum Of Agreement (MOA) on health authorities maintaining a minimum ratio of positions as fixed shift positions for the duration of the agreement

## Vacation and paid holidays

There were numerous proposals from constituent unions seeking additional days of leave in many forms. To achieve the goal of having additional time off for all employees, **the agreement includes one additional day of paid vacation for all regular employees each year.**

New language also allows employees to hold back up to five days of paid vacation to schedule outside the vacation selection period, so members have days available throughout the year.

We have also formalized the inclusion of the National Day for Truth and Reconciliation in the agreement and increased the corresponding 'pay in lieu' rate by 0.4 per cent per hour for part-time, casual, and Community Health Workers.

## Postings, bumping, and health authority portability

*Note: this section apply only to members employed by a health authority*

The ability to move between various workplaces within health authorities has been restricted in the past. Members were only able to port a small portion of their entitlements and were not considered an internal (or first consideration) candidate.

Effective 120 days after ratification, members will be able to move to different positions in their health authority and carry all their accumulated entitlements, including seniority and banks, just as they have previously within their own worksite.

Effective ten months from ratification, health authorities will create a single seniority list for all CBA employees, and members will be considered an internal candidate for any CBA position within their health authority.

Finally, we have put language in the agreement that outlines the entitlements of an existing health authority employee when they move voluntarily or involuntarily between bargaining associations in the same health authority. This has been in practice for many years, and is commonly referred to as 'Portability Plus'.

To facilitate this process, we have made numerous changes to job posting and bumping language. In addition, **we have reduced the length of time a position must be vacant to be subject to posting from 9 months to 6 months** and put a maximum on the number of temporary postings an employee (based on status) can accept in a year.

## Equity and inclusion

To ensure that all members can see themselves in the language of our agreement, gender-neutral wording changes have been made, and language for casuals has been updated to reference 'winter break' and 'spring break.'

A sibling-in-law will now be considered an immediate family member, expanding bereavement leave to three days from one.

The agreement establishes trans-inclusive language that will support members through the process of name and other legal changes, as well as provide paid leave for gender affirming care.

The provincial government, HEABC, individual employers, and constituent unions of the CBA are committed to truth and reconciliation with Indigenous Peoples. To that end, we have:

- created language acknowledging the unique characteristics of the Indigenous community
- created language specific to the recruitment and retention of Indigenous workers
- created cultural leave provisions
- expanded the definition of family for Indigenous employees.



## Occupational health and safety (OHS)

The pandemic, the opioid crisis, and ongoing staffing shortages inspired a significant amount of discussion at the bargaining table and resulted in a number of changes to OHS language.

Most notably, language was included to address:

- aggressive behavior
- violence prevention training
- critical incident debriefing/defusing
- ergonomics
- psychological safety and health

The agreement also includes instructive language that encourages workers to discuss workload concerns with their supervisor, and seek direction on prioritizing work.

The CBA is continuing to participate in SWITCH BC, a provincial organization funded by the Ministry of Health, as a partner at that table along with all other healthcare bargaining associations.

In recognition of the pandemic, opioid crisis, wildfires and floods, the CBA will be consulted under language relating to provincial emergencies in two MOAs entitled Local and Provincial Emergencies and the Pandemic Information Sharing Forum.

## Union and activist rights

During each round of bargaining, unions review the collective agreement to update and enhance the rights of the unions and their activists. We were able to secure or clarify a number of language changes, including the right of members to:

- Have steward support during the displacement and bumping process, and during bullying and harassment investigations
- Know the purpose of a meeting when called for by the employer
- Have and view the collective agreement on employer computers and devices
- A faster process to address union leave denials
- A process that allows unions to resolve many termination grievances faster than before

The agreement also achieved language to address technology change in relation to virtual union orientations and more streamlined access to seniority lists and membership information.

Finally, new language includes a clear timeline on the implementation of both non-monetary and monetary provisions of the agreement when new workers are organized into CBA.

## Scheduling and hours of work

Article 14 is the hours of work and scheduling language that covers the majority of members under the CBA.

A number of outstanding issues were addressed. Language around Modified Hours of Work Agreements and Job Fairs has been updated and enhanced. Also the entitlement to two clear days off work in any eight-day period (Rolling 8 Principle) has been clarified.

## Housekeeping

A number of housekeeping proposals were submitted by both parties resulting in the removal of Medical Services Premium (MSP) language, the formalization of the Joint Community Benefit Trust (JCBT), the deletion of dormant Memorandums of Agreement (MOAs), implementing previously agreed-to language that resulted from ICBC's rate change, WCB Act references, and an updated list of arbitrators and technology references.

## Classifications

Every job a worker has under the CBA is subject to the Job Evaluation and Classification language in the agreement. A detailed system of benchmarks is used to determine the classification and corresponding rate of pay.

This system requires review every so often to make language updates reflecting changes in technology and terminology. These changes will not impact rates of pay or the classification a person is in and is instead an attempt to make sure workers see themselves in the language used in the benchmarks.

The parties have also agreed to try to develop a classification education program that will likely include materials and other resources for managers, supervisors, stewards, officers, and staff to better understand the classification program. The goal is to have an impact on the number and quality of appeals moving forward.

Finally, the parties have formalized 'laying over language' that details the minimum wage gap between bargaining unit employees and those they supervise.

# Appendix: Terms of Settlement

- Items underlined in Articles are changes to the collective agreement.
- Struck-through items in Articles are deletions from the collective agreement.
- New Memorandum of Agreement are marked “NEW”

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## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ISAR Article I Preamble

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

#### **ARTICLE I – Preamble**

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

I.1. Purpose of the Agreement

...

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### HARASSMENT DEFINITIONS AND RESPECTFUL WORKPLACE

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

#### ARTICLE I - PREAMBLE

[...]

##### 1.5 Discriminatory Harassment

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

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

(c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: Indigenous identity, age, race, sex, sexual orientation, ancestry, place of origin, colour, religion, physical or mental disability, marital status, family status, political beliefs, gender identity or expression or conviction of a criminal or summary offence unrelated to employment;

(d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

##### 1.6 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

(b) Sexual harassment includes but is not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work-related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including



sexual comments or sexual invitations;

- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;
- (8) unwanted physical contact such as touching, patting, pinching or hugging.

(c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

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

(a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the employer designate.

(b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

(c) The Employer shall investigate the allegations within 30 days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

(d) Both the complainant and the alleged harasser shall be entitled to union representation if they are members of the bargaining unit.

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

## 1.8 Respectful Workplace

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

To this end, each employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation. These policies will be accessible to staff outlining expectations and consequences of inappropriate behaviour. The policies will contain a complaint process, investigation process, a conclusion and an appeal process. Employees who report a complaint under such a policy may bring a support person (who may be a union steward) to an interview conducted by the employer as part of any formal investigation undertaken by the employer in response to the complaint so long as this does not result in an undue delay to the investigation process.

Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the place of employment.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### UNION RECOGNITION AND RIGHTS

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

#### ARTICLE 2 – Union Recognition and Rights

##### 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees on the following basis:
  - (1) one steward for every 50 employees covered by this agreement, or a major portion thereof, with a minimum of two stewards to a maximum number of 25 stewards; and
  - (2) the Union may appoint additional stewards to allow for one steward to be selected from the staff working at each premise operated by the Employer.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or his/her alternate where the steward is absent, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of a steward shall include:
  - (1) investigation of complaints;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.
- (e) ~~Community Health Workers~~—Where the steward attends a meeting with the Employer at the request of the Employer ~~and/or~~ in accordance with Article 10.6 (Right to Have Steward Present) or Article 13.2 (Definition of Displacement), and the meeting is outside the steward's scheduled hours, the steward shall be paid his/her regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### TIME OFF FOR UNION BUSINESS

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

#### **Article 2.10 Time Off for Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of 14 days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (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 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, increments and promotions.
- (c) Leave of absence without pay shall be granted to an employee designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) When leave of absence without pay is granted pursuant to Part (a), (b), or (c) the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

- (e) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the Employer.

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARBITRATOR LIST UPDATE CBA GREENSHEET

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

#### ARBITRATOR LIST UPDATE CBA GREENSHEET

#### 8.13 ~~Investigator~~ Troubleshooter Process

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

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

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

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

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

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

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



## 9.2 Assignment of Arbitrator

[...]

(d) List of named arbitrators:

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

[...]

## 9.8 Expedited Arbitration

[...]

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

- |                               |                              |                              |
|-------------------------------|------------------------------|------------------------------|
| • <del>Bob Pেকেles</del>      | • Corrin Bell                | • <u>Paula Butler</u>        |
| • Mark Brown                  | • <del>Jessica Gregory</del> | • <u>Tonie Beharrell</u>     |
| • <del>Vincent L. Ready</del> | • Judi Korbin                | • <u>Elaine Doyle</u>        |
| • Julie Nichols               | • Chris Sullivan             | • <u>Allison Matacheskie</u> |
| • <del>John McConchie</del>   | • <del>Stan Lanyon, QC</del> | • <u>Jacquie de Aguayo</u>   |
| • Ken Saunders                | • <u>Koml Kandola</u>        |                              |

[...]

## **SCHEDULE C**

### **Job Evaluation and Classification**

[...]

#### **9. Classification Dispute Resolution Process**

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

[...]

The parties shall also review the collective agreement and change any relevant “investigator” reference to “troubleshooter.”

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### FAST-TRACK ARBITRATION PROCESS

**Amend the collective agreement, by changing the following ~~Letter of Agreement Article:~~**

#### ARTICLE 9 - ARBITRATION

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

- ~~(a) Within two weeks after an arbitrator has been assigned under Article 9.2 (Assignment of Arbitrator) the parties may mutually agree to refer grievances related to suspensions of over 10 days duration and terminations to resolution process that includes one day of mediation followed by arbitration if the grievance remains unresolved at the mediation.~~
- ~~(b) If the parties agree to mediation they must decide, by mutual agreement, to use the assigned arbitrator or assign another person as the mediator within the timeframe in Article 9.2 (Assignment of Arbitrator).~~
- (a) Following completion of the process in Article 8.9 for a grievance that pertains to a termination or suspension of greater than ten (10) days, either party may refer the grievance to the fast-track arbitration process. Upon receipt of either party's notification of referral to the fast-track process, the Parties shall select an arbitrator from the list of arbitrators in Article 9.2(d).
- (b) Unless the Parties agree otherwise, the fast-track arbitration process shall consist of two stages that will both be conducted by the appointed fast-track arbitrator:
  - 1. a one-day mediation and case management session; and
  - 2. where required, an arbitration on the merits of the Grievance.
- (c) Upon receiving the referral, the arbitrator will set mutually agreeable dates for both stages set out in (b).

## **2022 Collective Bargaining in the Health Sector**

### **Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement**

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 11.2 (a)

Amend the collective agreement, by changing the following Article 11.2(a)

#### Article 11.2(a) Seniority List

##### 11.2 Seniority List

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### NEW ARTICLE 11.6 Previous Experience

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

#### **11.6 Previous Experience**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOBILITY PACKAGE – ARTICLE 12 JOB POSTINGS

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

#### ARTICLE 12 – JOB POSTINGS

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

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

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

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

(2) A regular part-time employee shall only be entitled to hold two temporary vacancies in one calendar year unless:

- i. The Union and Employer agree; or
- ii. After holding two temporary vacancies in a calendar year, any subsequent temporary vacancy is 0.2FTE or more greater than the employee's regular position.

(3) A casual employee shall only be entitled to hold two temporary vacancies in one calendar year unless:

- i. The Union and Employer agree; or
- ii. The employee is applying to a temporary vacancy that is 0.2FTE or more greater than the employee's current temporary vacancy; or
- iii. The employee is applying to a temporary vacancy that is expected to have a longer duration at the commencement date of the position than the remaining amount of time in the employee's current temporary vacancy.

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

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

[...]

### **12.3 Job Posting Process**

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

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

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

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

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

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



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

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

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

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

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

- (b) Placements under Steps Two, Three and Four as set out above would not normally result in a promotion. However, the parties may mutually agree to a promotion under the placement process. In such case, the promotion provisions of Article 12 (Job Postings) shall apply.
- (c) Positions funded for specific projects, i.e., grant funded, capital projects, etc., will be posted pursuant to the collective agreement DSLA.

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

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

#### **ARTICLE 13.2 – Labour Adjustment and Technological Change**

##### **13.2 Definition of Displacement**

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### **ARTICLE 13 – LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE**

[...]

##### **13.3 Bumping**

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

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

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

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

Affiliate and Health Authority Employers

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

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

Health Authority Employer only

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

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

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

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

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

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

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

##### 14.2 Hours of Work

...

- (e) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of ~~14~~ 17 days per year (that is, an average of two days per week plus a minimum of ~~2~~ 3 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of ~~14~~ 17 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of ~~14~~ 17 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

...

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

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

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

...

##### 14.14 Job Fairs

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

- (a) This article does not apply where Section 54 of the *Labour Relations Code* applies. When Section 54 does not apply, the Employer may use the job fair process only in the event the Employer intends to:

- (1) reduce the number of FTEs or reduce the total number of hours of work within a specific unit/department/program/worksites; or
- (2) revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a specific unit/department/program/worksites, or
- (3) increase the number of FTEs or increase the number of hours of work within a specific unit/department/program/worksites of no more than .2 FTE per affected employee.

(b) The parties may mutually agree to use the process provided in this clause for increases to the number of FTEs or total number of hours of work of more than .2 FTE per affected employee within a specific unit/department/program/worksites. If mutual agreement is not reached such increases shall be covered by Article 12.1 (Job Postings and Applications).

(c) *Job Fair Process*

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

- i) If, after the Employer posts the proposed schedule/rotation, the employees intend to submit an alternate schedule/rotation they must submit the proposed alternate schedule/rotation within 14 calendar days.
- ii) (a) If, after the 14 calendar days, there is only one compliant schedule/rotation, the process moves to step (iii).  
  
(b) If there is more than one compliant proposed schedule/rotation, the Employer will post or otherwise provide the proposed schedules/rotations for seven calendar days so that impacted regular employees in the unit/department/program/worksites have an opportunity to review.  
  
(c) Within a further seven calendar days, the impacted regular employees will vote to select a schedule/rotation.

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

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

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

Impacted regular employees subject to the above must select a line/position in the new schedule/rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line/position available to them if they choose to do so. If no line/position within 0.2 FTE is available to

the impacted employee, and the employee does not voluntarily choose another line/position, she/he shall be issued displacement notice at the end of the seven-day line selection period.

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### SHIFT PREMIUM UPDATES

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

#### **ARTICLE 14 – Shift Premium Updates**

**Delete Article 14.7 and renumber the remainder of Article 14:**

~~14.7 Definition of Shifts and Shift Premiums-~~

~~(a) Identification of Shifts:-~~

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

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

**Delete the existing language of Article 27.15 and replace as follows:**

~~27.15 Definition of Weekend Shift and Premiums-~~

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

27.15 Shift Definitions and Premiums

(a) "Afternoon shift" is any shift in which 50% or more occurs between 4:00 pm and 12:00 midnight.

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

(c) An employee shall be paid a weekend premium of \$0.25 per hour for each hour worked between 00:01 hours Saturday and 24:00 hours Sunday.

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

**Amend Article 15.14 (a) as follows:**

**15.14 Live-in and Overnight Shifts**

**(a) Compensation**

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

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 14 Shift Premium Updates

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

**Delete Article 14.7 and renumber the remainder of Article 14:**

~~14.7 Definition of Shifts and Shift Premiums-~~

~~(a) Identification of Shifts:-~~

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

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

**Delete the existing language of Article 27.15 and replace as follows:**

~~27.15 Definition of Weekend Shift and Premiums-~~

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

27.15 Shift Definitions and Premiums

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

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

(c) An employee shall be paid a weekend premium of \$0.50 per hour for each hour worked between 00:01 hours Saturday and 24:00 hours Sunday.

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

**Amend Article 15.14 (a) as follows:**



## 15.14 Live-in and Overnight Shifts

### (a) Compensation

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

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### 14.12 On Call

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

#### 14.12 On Call

- (a) Employees required to be on call shall be paid \$1 per hour, or portion thereof. Effective April 1, 2023, the on-call rate shall be increased from \$1 to three dollars and forty cents (\$3.40)
- (b) The minimum on call requirement shall be four consecutive hours.
- (c) Should the Employer require an employee to have a pager or a cellular phone available during their on call period, then all related expenses for such device shall be the responsibility of the Employer.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ART 15 Hours of Work and Scheduling Greensheet

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

##### **15.1 Continuous Operation**

The workweek shall provide for continuous operation based on a seven-day week, 24 hours per day.

##### **15.2 Hours**

Except for live-ins and overnights, the hours of work shall be an average of eight hours per day, exclusive of an unpaid meal period or an average of 40 hours per week.

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

##### **15.3 Shift Schedules**

(a) Shift schedules include the following:

(1) *Fixed Shifts:*

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

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

(2) *Period of Availability:*

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

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

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

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

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

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

(3) *Fixed Hour Split Shifts:*

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

(4) *Float Positions:*

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

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

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

## **15.4 Scheduling of Hours**

(a) *Regular Employees*

- (i) Regular employees shall be scheduled hours within their classification based on seniority, subject to the employee's ability to meet specific client needs and geographic location.
- (ii) When assigning hours, regular employees shall be given priority over casual employees in accordance with the process described in Article 15.4(a) (Scheduling of Hours).

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

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

- (i) from new hours;
- (ii) from hours assigned to casuals in reverse order of seniority;
- (iii) within no longer than seven days, from junior regular employees, in reverse order of seniority.

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

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

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

(b) *Ability to Meet Specific Client Needs*

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

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

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

accordance with Article 15.4(a)(3) (Scheduling of Hours) above as soon as they become available.

(d) Ongoing hours are defined as non-relief hours which are anticipated to have a duration of three consecutive months or more. Ongoing hours that have not been assigned to a regular employee pursuant to 15.4(a)(3) (Scheduling of Hours) above shall be considered unassigned. Where there are ongoing hours that are unassigned, and are sufficient to constitute a regular position, and which can be assigned in five-hour increments, or less if they have a position that is greater than 35 weekly posted hours the Employer shall first:

(1) offer, by seniority, to increase the weekly ~~posted~~ hours of existing regular positions, subject to Article 15.4(a)(1) (Scheduling of Hours). The Employer shall canvass employees whose days of work and period of availability or fixed shift would allow for inclusion of the unassigned hours. Employees scheduled under Article 15.3 (a) (1) shall only be assigned ongoing hours if it does not result in a new fixed hours split shift. Employees shall have the option to accept or decline an increase in their weekly ~~posted~~ hours; then,

(2) where no regular employee opts to accept an increase in their weekly ~~posted~~ hours, the Employer may increase the weekly ~~posted~~ hours of the most junior regular employee(s) whose ~~posted~~ days of work and period of availability or fixed shift would allow for inclusion of the available hours, or if it does not result in a new fixed hours split shift, subject to Article 15.4(a)(1) (Scheduling of Hours), or post a new regular position in accordance with Article 12 (Job Postings) and (e) below. Where the most junior regular employee's period of availability is less than 10 hours, the period of availability may be increased to accommodate the available hours in accordance with Article 15.3 (Shift Schedules).

(3) When an employee's weekly hours are increased pursuant to this clause the Employer shall provide the employee with written confirmation of the increased hours.

(e) Unassigned ongoing hours shall be deemed sufficient to constitute a regular position where 20 or more such hours can be scheduled within the following parameters:

- (1) up to five consecutive days of work; and
- (2) definable period of availability as per Article 15.3(b) (Shift Schedules);
- (3) geographic location.

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

(f) Regular employees may refuse hours only if the hours are in excess of their weekly posted hours, subject to Article 15.4(d) (Scheduling of Hours) or outside their period of availability referred to in Article 15.4(a)(2) (Scheduling of Hours).

- (g) The Employer shall make every reasonable effort to minimize or eliminate the number of splits (and minimize the duration of such splits) in an employee's daily schedule, exclusive of meal periods, subject to time specific service requirements and travel time.
- (h) The Employer may contact regular employees outside of their period of availability or fixed shift only for scheduling purposes.
- (i) Regular employees contacted outside their period of availability or fixed shift for reasons other than those described in (h) above shall be paid at straight-time rates for the duration of the call, with a minimum of 15 minutes per call.
- (j) Assigned schedules shall include adequate time to complete any client reports requested by the Employer.
- (k) Casual Employees - Hours shall be assigned to casual employees pursuant to Article 29 (Casual Employees) based on seniority, subject to the employee's availability, ability to meet specific client needs, skill and ability required for the specific assignment and geographic location.
- (l) Commencing one hour prior to the start of a shift and throughout the shift, the Employer shall communicate to the employee any changes to their assignment.

### **15.5 Reassignment**

Either the client or the employee shall have the right to have a particular assignment removed, subject to an investigation by the Employer. Such request shall not be unreasonably denied. In these circumstances, the employee shall receive hours pursuant to Article 15.4(a) (Scheduling of Hours), including hours reassigned from junior regular employees, as soon as possible.

### **15.6 Minimum Hours**

- (a) Every reasonable effort will be made to ensure that no regular employee is assigned to work less than four hours in a given day with the exception of emergency situations.
- (b) An employee reporting to work but unable to commence or continue his/her their duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to his/her Supervisor. Where possible, the employee shall be reassigned to an alternate worksite. Where no alternate work is available, the employee shall receive payment for the assignment to a maximum of four hours straight-time pay or, where the Employer is reimbursed for greater than four hours payment, for the number of hours reimbursed to the Employer.
- (c) Assignments cancelled with less than 24 hours' notice shall not result in loss of pay to the employee, provided the Employer is reimbursed for the service.
- (d) If an employee is required to attend to a deceased client he/she shall be paid for all hours worked in accordance with the collective agreement. An employee shall not suffer loss of pay for assignments that are re-assigned due to the employee being



required to attend to a deceased client. The employee will be paid the greater of the hours worked or the hours scheduled for that day.

### **15.7 Travel Time**

Travel time between clients shall be scheduled by the Employer, and is included in the employee's paid hours of work. Travel time between clients shall not be included in the meal periods. Where the employee is not required by the Employer to utilize his/her private vehicle for travel between clients, the travel time scheduled and paid by the Employer shall assume travel by automobile.

This article applies to travel time between the last client in the first portion of a fixed split shift and the first client in the last portion of the fixed split shift.

### **15.8 Emergency Contact**

- (a) The Employer shall implement a system whereby employees can be contacted in the event of an emergency.
- (b) The Employer agrees to provide employees on duty outside the regular office hours with access to an agency staff person or designate in the event of an urgent situation.
- (c) The Employer will offer to provide a staff person to assist an employee who encounters a deceased client.

### **15.9 Leaves of Absence**

(a) ~~When leave of absence with pay is granted, the employee shall be paid based on the average number of hours worked in the 12 pay periods preceding the leave of absence.;~~

i) An employee scheduled under Article 15.3 (a) (2) the employee shall be paid their posted hours for the shift (weekly posted hours divided by number of days scheduled).

ii) An employee scheduled under Article 15.3 (a) (1), (3) or (4), pay for leave is granted on their regular scheduled hours.

(b) Employees who are absent from employment on an approved leave of absence shall, upon return to work, be assigned hours pursuant to Article 15.4 (Scheduling of Hours) with the same weekly posted hours, period of availability and days of work they were in prior to their leave of absence.

### **15.10 Meal Periods**

(a) Unless the Employer and the employee otherwise agree an unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall not be less than 30 minutes, or up to 60 minutes by mutual agreement.

(b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rate.

(c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

#### **15.11 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it may be necessary for an employee to perform work not normally required in his/her job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

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

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of ~~14~~ 17 days per year (that is, an average of two days per week plus a minimum of ~~2~~ 3 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of ~~14~~ 17 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of ~~14~~ 17 days except for days for which he/she was paid overtime in accordance with Articles 16 (Overtime) or 17.3 (Holiday Falling on a Day of Rest).

#### **15.13 Scheduling Limitations**

Unless otherwise specified in this article, the following shall always apply:

If an employee is required by the Employer to report first to a different location before reporting to his/her scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at his/her scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.

#### **15.14 Live-in and Overnight Shifts**

##### **(a) Compensation**

Live-in shifts shall be paid at a minimum of 13 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

Overnight shifts shall be paid at a minimum of 10 hours or more if purchased by the purchaser of the service, at the employee's regular rate of pay. All hours paid shall be used in the determination of benefit entitlement and seniority. Employees shall receive two consecutive days off after five consecutive days worked in one week.

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

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

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

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

(b) *Standards*

(1) General - The Employer shall, as a minimum standard for live-in and overnight shifts, ensure the Continuing Care Guidelines with respect to working conditions are complied with.

(2) Living Accommodation - Reasonable living accommodation (regarding safety and sanitation) shall be provided within basic standards, i.e., running water, indoor plumbing, heat and light.

(3) Telephone Access - Employees shall be entitled to reasonable use of the client's telephone for local calls during the evening to speak with family members (i.e., spouse, children, dependents, parents). Employees may not receive personal calls on the client's telephone nor give out the client's telephone number. In the case of urgent personal calls to the employee, messages will be taken by the Employer and passed on to the employee as soon as possible. In the event of an emergency, the employee shall use the client's telephone to contact the appropriate authorities or the contact person designated by the Employer.

(4) Health and Safety - Health and safety factors must be considered in the selection of sleeping accommodations. The employee must be provided with appropriate, clean and private sleeping spaces.

(5) Safety of Employee and Client - The Employer is responsible for providing a safe working environment for employees. Where possible, an initial safety inspection should be done of the environment (including equipment) prior to placement of the employee.

### **15.15 Job Fair**

Employers may use Article 14.14 (Job Fairs) process.

### **15.16 Modified Hours of Work Arrangements Agreements**

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

1. 15.6 - Minimum number of days off per year
2. Meal periods
3. Overtime

4. Paid Holidays
5. Vacation entitlement
6. Special Leave
7. Sick Leave

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

#### **15.17 Workload**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### 16.8 Right to Refuse Overtime

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### ARTICLE 16.12 – Assignment of Overtime for Non-CHW Employees

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

- a. The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that both of the following conditions are met:
  - i. The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours; and
  - ii. The work being offered is greater than 4 hours.
- b. An eligible employee is one who:
  - i. Is registered to work in the relevant classification and has an active working status at the affected unit or worksite; and
  - ii. Is qualified and oriented to perform the work; and
  - iii. Is able to accept the work without exceeding safe work parameters; and
  - iv. Is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- c. If no eligible employees accept the overtime offered, the Employer may offer the overtime to any available and qualified employee.
- d. The Employer may cancel the overtime, without penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.
- e. If an Employer does not offer overtime hours in accordance with 16.12(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.
- f. The Employer shall be transparent by providing all employees and the Union with access to information regarding how overtime will be offered and communicating any changes to the overtime process in a timely manner.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### ARTICLE 16.13 – Assignment of Overtime for CHW Employees

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

- a. The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that:
  - i. The Employer becomes aware of the need to fulfill the duties at overtime rates greater than 48 hours in advance of the start time of those hours.
- b. An eligible employee includes one who:
  - i. The overtime offered occurs during a period which the employee has indicated they are available to work in accordance with employer policy;
  - ii. Meets specific client needs as set out in Article 15.4 (b);
  - iii. Is assigned to the geographic location;
  - iv. is not on any paid or unpaid leave of absence (eg. Vacation leave or a designated holiday).
- c. If no eligible employees accept the overtime offered, the Employer may offer the overtime to any qualified employee.
- d. The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.
- e. The Employer may offer overtime to those employees available to work at time and one-half rate of pay before offering the work to employees who would be paid at double-time.
- f. If an Employer does not offer overtime hours in accordance with 16.13(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.
- g. The Employer shall be transparent by providing all employees and the Union with access to information regarding how overtime will be offered and communicating any changes to the overtime process in a timely manner.



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 17 PAID HOLIDAYS

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

##### 17.1 Paid Holidays

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

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

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

##### 17.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

##### 17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half for all hours worked.

##### 17.4 Holiday Falling on a Scheduled Workday

An employee who is required to work on a designated holiday shall be compensated at time and one-half. Regular full-time employees shall also receive an additional day off in lieu of the holiday.

##### 17.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

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

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

## **17.7 Christmas or New Year's Day Off**

- (a) The Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Employees shall indicate their preference in writing on or before November 15<sup>th</sup> each year and the Employer shall respond in writing on or before December 1<sup>st</sup> each year.
- (b) Employees who are members of non-Christian religions are entitled to up to two days' leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime, or vacation.

## **17.8 Scheduling of Lieu Days**

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

## **17.9 Qualifying for the Holiday - Community Health Workers**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 18 Vacation Entitlement

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

##### 18.1 Annual Vacation Entitlement

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

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

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

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

[...]

##### 18.3 Splitting of Vacation Periods

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

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

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 20.1 BEREAVEMENT LEAVE

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

##### **20.1 Bereavement Leave**

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Amend the collective agreement, by adding the following Article:

#### ARTICLE 20.8 – Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees

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

##### Definitions:

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

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

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

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

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

“immediate family”, above).

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### 22.3 Joint Occupational Health and Safety Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) The Joint Occupational Health and Safety Committee may request from an Employer, information that it considers necessary to identify workplace hazards and make recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 22.4 Aggressive Behaviour

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

#### **22.4 Aggressive Behaviour**

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 22.11 Employee Workload

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

#### **22.11 Employee Workload**

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ARTICLE 22.12 Employee Safety

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

#### **22.12 Employee Safety**

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Amend the collective agreement, by adding the following Article

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ART 22.15 Ergonomics

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

#### **22.15 Ergonomics**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### HEALTH CARE PLANS

**Amend the collective agreement, by deleting the following Article:**

#### ARTICLE 25 – Health Care Plans

##### **25.1 ~~BC Medical~~**

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

##### **25.2 Joint Community Benefits Trust (JCBT)**

- (a) The JCBT provides health and welfare benefits to the eligible employees and all employers are required to participate in the JCBT.
- (b) Employers are required to contribute 10.91% of regular straight-time payroll hours of those receiving benefits to the JCBT ("*Benefits Funding*").
- (c) The JCBT is authorized to put into effect employee contributions, payable in such amounts and at such times as the JCBT determines in its absolute discretion. Employee contributions may be used to pay all or part of the cost of a specific benefit as determined by the JCBT in its discretion, failing which, employee contributions will be assumed to be used to pay for all of the benefits in combination with employer contributions.
- (d) If the JCBT introduces employee contributions, Employers will collect these contributions and remit them to the JCBT along with the Employers required contribution in (b) above as applicable.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### 27.10 VEHICLE ALLOWANCE

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

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

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

(a) The minimum allowance shall be four dollars.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ICBC CHANGES

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

##### 27.10 Vehicle Allowance

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of:

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

(a) The minimum allowance shall be four dollars.

(b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

(c) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least \$2,000,000 Third Party Legal Liability.

(d) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); \$2,000,000 Third Party Legal Liability; four years' safe driver discount, upon proof of insurance as required by the Employer.

(d) Upon receipt of an employee's proof of insurance as required by the Employer, the Employer will pay the employee an annual advance reimbursement calculated as the difference between (1) and (2) below, where (1) and (2) are defined as:

(1) the cost of coverage required by the Employer in (c) above, based upon the employee's individual driver factor; and

(2) the cost of insurance for Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable) with \$2,000,000 Third Party Legal Liability, based on the employee's individual driver factor.

(e) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.

(f) Employees shall be reimbursed for the cost of any taxi or ferry transportation authorized by the Employer.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### ART 28.3 Sick Leave Pay

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

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

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

## **2022 Collective Bargaining in the Health Sector**

### **Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement**

#### **29.1 CASUAL EMPLOYEES**

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### CASUAL EMPLOYEES

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

#### ARTICLE 29.2 – Casual Employees

##### 29.2 Casual Availability

###### (a) *Letter of Appointment/Minimum Hour Requirement*

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 225 hours over any fixed 12-month period, or a lower minimum annual hours as determined by the Employer.

(b) By February 18, 2014, casual availability shall be confirmed for current employees and include a minimum hour requirement over any fixed 12-month period. Except where the Employer and the casual employee mutually agree otherwise, the update shall require that the casual employee work a minimum of 225 hours over any fixed 12-month period.

(c) Except where a casual employee can demonstrate *bona fide* reason(s), the casual employee shall be removed from the casual list and his/her employment will end, if he/she fails to work the identified minimum number of hours applicable to his/her in Article 29.2(a) (Casual Availability). A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12-month period.

(d) Mid-way through the 12-month period, a casual employee who has worked fewer than the minimum hours applicable under Article 29.2(a) (Casual Availability) will be notified of the number of casual hours worked.

###### (e) *General Availability*

The commitment to general availability specified by the casual employee may be subject to revisions. Such revisions will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis, subject to operational requirements. When there are competing requests for revisions, the Employer will also apply seniority. Should a casual employee wish to increase his/her general



availability he/she may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability. The Employer shall not unreasonably deny a request for change of availability.

*(f) Temporary Increases in Availability*

A casual employee may increase his/her availability, on a temporary basis, at any time throughout the year. The Employer shall not be required to provide a revised letter of appointment for temporary increases to an employee's availability.

*(g) Short-Term Unavailability*

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than 14 days prior to the start of the month, indicating the days and times when they are not available. The Employer shall not refuse employees' requests for unavailability (subject to the paragraphs that follow) and shall not be obliged to call casual employees for those days and times on which they have indicated unavailability. Casual employees may revoke, in writing, their stated unavailability for the month, to be effective commencing three days after notification is received by the Employer.

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### 29.9 Casual Employee Benefits

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

- (a) (1) Upon completion of 180 hours of work, casual employees shall be given the option to enrol in the following plans:

Article 25.1 - BC Medical Plan

Article 25.2 - Dental Plan

Article 25.3 - Extended Health Plan

An employee who makes an election under this provision must enrol 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-enrol if the employee so elects between December 1<sup>st</sup> and December 15<sup>th</sup> in any year to be effective the January 1<sup>st</sup> next following.

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

- (b) Where a job posting is filled by a casual employee under Article 29.3(b) (Call-in Procedure) and the casual employee occupies the position for six months or more, he/she will be entitled to:

...

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### GENERAL CONDITIONS

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

#### ARTICLE 30 – General Conditions

##### 30.1 Copies of Agreements

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

## **2022 Collective Bargaining in the Health Sector**

### **Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement**

#### **DELETION OF MOA 19**

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

Amend the collective agreement, by deleting the following Memoranda of Agreement, and re-numbering the Memoranda of Agreements accordingly

- **MEMORANDUM OF AGREEMENT #19** – Article 13.6 Contracting Out

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### DELETION OF VARIOUS MOAs AND LOU

Amend the collective agreement, by deleting the following Memoranda of Agreement and Letter of Understanding, and re-numbering the Memoranda of Agreement and Letters of Understanding accordingly

- **MEMORANDUM OF AGREEMENT #25** – Pilot Projects Established under Memorandum of Agreement #17 and #18 of the 2010 - 2012 Collective Agreement Prior to February 18, 2013
- **MEMORANDUM OF AGREEMENT #27** – Joint Benefit Review Committee
- **MEMORANDUM OF AGREEMENT #32** – Shift Premium Review Committee
- **MEMORANDUM OF AGREEMENT #33** – Task Force on Optimization of CHW Work Distribution
- **LETTER OF UNDERSTANDING #2** – Claims Adjudication Committee

## **2022 Collective Bargaining in the Health Sector**

### **Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement**

#### **DELETION OF MOAs 4, 5, and 29**

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

Amend the collective agreement, by deleting the following Memoranda of Agreement, and re-numbering the Memoranda of Agreements accordingly

- **MEMORANDUM OF AGREEMENT #4** – Enhanced Disability Management Program/STIIP Joint Working Group
- **MEMORANDUM OF AGREEMENT #5** – Benefits Joint Working Group
- **MEMORANDUM OF AGREEMENT #29** – Benchmark Reviews

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### LETTER OF AGREEMENT #1 TECHNOLOGY UPDATE FOR ARBITRATOR ASSIGNMENTS

#### **Amend the collective agreement, by changing the following Letter of Agreement**

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA #XX – Health Authority Wide Seniority Consolidation

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

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

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

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

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

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

#### **A) Definition**

- I. For the purpose of this Memorandum:

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

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

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

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



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

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

1. Effective the Implementation Date of the dovetailed seniority list, each employee shall be restricted to one status: regular full-time, regular part-time, regular Community Health Worker, or casual.
2. Employees who have regular status at one HA Employer and have casual status at a different HA Employer shall inform their Health Authority no later than ninety (90) days prior to the Implementation Date of which status they wish to maintain and, which they wish to relinquish.
3. At least thirty (30) days prior to the Implementation Date, Employees who hold multiple positions that total more than 1.0 FTE must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE.
4. The Health Authorities will pay out the vacation accrued in the position(s) relinquished under 3 above.
5. After relinquishing positions under 3 above, regular and casual employees may continue to access casual work through Article 29 at multiple HA Employers by registering on the department list, provided that:
  - i. The employee possesses the required qualifications; and
  - ii. The department has an operational need to increase the number of employees on the department casual list
6. A Health Authority may create a casual list that covers more than one Appendix I Employer within a Health Authority with the agreement of the union or unions of the impacted Appendix I Employers. If any such casual list exists at the Implementation Date, it shall continue unless the parties agree otherwise.
7. Casual employees and regular part-time employees currently registered to work in multiple HA Employers at the Implementation Date will continue to be registered on combined lists or shall remain on casual at the applicable Appendix I employer.
8. Regular employees may continue to hold multiple positions provided the employees' multiple positions do not exceed a total of 1.0 FTE.

## **D) Seniority and Benefits**

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

## **E) Vacancy Posting**

1. Effective the Implementation Date, employees of Health Authorities will be permitted to use their dovetailed seniority for the purpose of posting into any positions within the Health Authority in accordance with Article 12.3 as amended in the pending term of the 2022-20XX Collective Agreement.

## **F) Bumping**

1. Following the Implementation Date, bumping will be in accordance with Article 13.3 as amended in the pending term of the 2022-20XX Collective Agreement.

## **G) Union Representation**

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

**H) Collective Agreement**

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

**I) Implementation Working Group**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### LOCAL AND PROVINCIAL EMERGENCIES

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

**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.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### PANDEMIC INFORMATION SHARING FORUM

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

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

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

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

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

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

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

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

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

The forum will determine the meeting frequency.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

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

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

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

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

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

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

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.

2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through *In Plain Sight*.
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 CBA) 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 [TO BE CONFIRMED], 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 Community 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.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA – PORTABILITY PLUS

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

#### INFORMATION APPENDIX - PORTABILITY PLUS

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

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

**Re: Transfer to Different Bargaining Unit Within Same Employer**

**Portability of Service and Seniority**

**Health and Welfare Benefit Plan Coverage Upon Transfer**

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

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



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

Some of the Collective Agreements do provide for a measure of portability of health and welfare benefits when an employee moves between Employers within the same Collective Agreement. For example, Article 51.02 (D) of the Nurses' Provincial Collective Agreement allows for coverage in the Medical, Dental and Extended Health Plans to commence on the first day of the month following the date of initial employment at the "new" Employer.

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA RE CBA Provincial Recruitment and Retention Working Group

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

The parties agree that addressing the recruitment and retention of CBA members is a priority for the health sector. The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation.

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

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

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

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

To that end, the Working Group will:

- develop terms of reference including a process for an alternating chair;
- gather all necessary data and information in advance of the Working Group’s meetings;
- engage and consult stakeholders;
- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for professions covered by the CBA;

- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### Memorandum of Agreement Re: Working from Home

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

#### **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.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### **MEMORANDUM OF AGREEMENT #7 Certain Existing Collective Agreement Provisions**

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### Memorandum of Agreement Article 15.2 Joint Interpretation

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Community Health Worker Fixed Shift Minimums

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Classification Manual Change

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

#### MOA Classification Manual Change

##### I. Layering Over:

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Elimination of Step 1

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

#### MOA Elimination of Step 1

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### **MOA Re: Employee Data, Membership Cards and Seniority List Working Group**

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

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

The objectives of the working group are to:

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Joint Community Benefits Trust Working Group

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

#### MOA Joint Community Benefits Trust Working Group

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

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

#### MOA new Benchmark Modernization Committee

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA XX Classification Education

Amend the collective agreement, by adding the following MOA

#### MEMORANDUM OF AGREEMENT XX Classification Education

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Amend the collective agreement, by adding the following MOA:

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Amend the collective agreement, by adding the following MOA:

#### **MOA - 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 (date), Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Memorandum of Agreement #XX Re: Trans Inclusion

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

#### **General Transition Support**

1. The parties agree to the following:
2. The parties will work together to protect the job security, privacy, and safety of transgender, non-binary and two-spirit workers at all times and during an accommodated transition in accordance with the Collective Agreement and legislation.
3. Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a transition or a gender support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how any name or pronoun changes will be communicated to other employees, the Union and any other relevant group.
4. Employees may request that the Employer update personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.
5. Employers will review current policies and procedures, such as dress codes, to ensure they are consistent with trans inclusion.
6. Employers will make trans inclusive resources available to employees and managers.
7. Transphobia is a type of *Human Rights Code* harassment. Transphobia can happen at the workplace or online and includes but is not limited to intentional:
  - Deadnaming (using employee's former name);
  - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
  - Doxxing (sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).

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

### **Extended Health Benefits Plan**

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

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

### **Transition Leave**

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

### **Bathrooms/Changeroom**

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

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

The parties agree to amended article 1 as follows:

### **ADD: Article 1.9 Trans Inclusion:**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Online Resiliency Training

Amend the collective agreement, by amending the following Letter of Understanding:

#### ~~LETTER OF UNDERSTANDING #3 Online Resiliency Training~~

#### Memorandum of Agreement Re: Online Resiliency Training

June 11, 2018

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

Dear Mr. Camilleri,

Re: Online Resiliency Training

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

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

Additionally, the ORT will:

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

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

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

Yours truly,

Courtney Radford

Strategic Negotiations Lead

~~HEALTH EMPLOYERS ASSOCIATION OF BC~~

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA re: Provincial Occupational Health and Safety

Amend the collective agreement by deleting the following:

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

and adding the following Memorandum of Agreement

#### **MEMORANDUM OF AGREEMENT Re: Provincial Occupational Health and Safety**

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

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

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

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

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

Therefore, the parties agree as follows:

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Special Leave Travel for Medical Appointments

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

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

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

This MOA expires on March 30, 2025.

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Special Projects

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

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

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

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



## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### Memorandum #6 – New Certifications

#### Amend the collective agreement, by changing the following Memorandum of Agreement

##### Memorandum of Agreement #6 - New Certifications

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

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

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

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

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

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

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

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### WORKSAFE CHANGES

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

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### GENDER NEUTRAL LANGUAGE

**Amend the collective agreement, by adopting gender neutral language as follows:**

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

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

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

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

#### Article 20 – Special and Other Leave

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

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

#### Article 20.1 Bereavement Leave

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

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

### 20.3 Special Leave

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

Article 21 will be amended as follows:

### 21.2 Parental Leave

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

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

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

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

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

## 2022-2023 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

Amend the collective agreement, by adding the following Letter of Agreement

#### **COMMUNITY BARGAINING ASSOCIATION**

##### **OFFER FOR SETTLEMENT**

The Community Bargaining Association tables this Offer for Settlement to conclude this round of bargaining.

This Offer, together with all previously agreed Greensheets, constitutes the basis of a Tentative Agreement for Terms of Settlement to renew the collective agreement expired March 31, 2022, and is subject to ratification by CBA and HEABC.

Upon HEABC's acceptance of this Offer:

- the Parties agree to withdraw, on a without prejudice basis, any remaining proposals or counter-proposals not addressed in this Offer or otherwise agreed, and
- the Parties agree to unreservedly recommend acceptance and ratification of these Terms of Settlement to their respective principals.

The parties agree to amend the collective agreement as follows:

## I. GENERAL WAGE INCREASES

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

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

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

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

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

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

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

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

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

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

## 2. LOW WAGE REDRESS

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

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

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

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

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

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

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

#### Dispute Resolution

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

### **MEMORANDUM OF AGREEMENT**

#### **Between**

#### **Health Employers Association of BC**

#### **And**

#### **Community Bargaining Association**

### **Re: COST OF LIVING ADJUSTMENT**

#### Definitions

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

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



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

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

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

## COLA

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

### April 2023

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

### April 2024

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

## MEMORANDUM OF AGREEMENT

Between

Health Employers Association of BC

And

Community Bargaining Association

### LETTER OF UNDERSTANDING #1

#### Wage Re-Opener

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

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

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

#### Re: Public Sector Wage Increases

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

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the Collective Agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

## **ARTICLE 31 – TERM OF THE AGREEMENT**

### **31.1 Duration**

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

### **31.2 Change in Agreement**

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

### **31.3 Notice to Bargain**

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

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

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

**31.5 Retroactivity**

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

## 2022 Collective Bargaining in the Health Sector

### Renewal of the 2019-2022 Community Bargaining Association (CBA) Collective Agreement

#### MOA Re; Diversity, Equity and Inclusion Working Group

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

#### MOA 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.



