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COLLECTIVE AGREEMENT

between the

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

and the

HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR ASSOCIATION OF BARGAINING AGENTS (BCGEU, UFCW, HEU, HSA, CUPE, USW, BCNU)

Effective from April 1, 2025 to March 31, 2029

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DEFINITIONS

1. "*Association*" means the Health Services and Support - Community Subsector Association of Bargaining Agents.

2. "*Casual Employee*" is one who works 15 hours per week or less and/or is employed in the following capacities:

   (a) for relief purposes;
   (b) temporary workload situations; or

   "*Casual Employee - Community Health Worker*" is one who is employed in the following capacities:

   (a) for relief purposes;
   (b) temporary workload situations; or
   (c) for ongoing unassigned hours not assigned to regular employees.

3. "*Employer*" means the society, organization, corporation, facility, agency, centre as designated in the list of certifications attached to the consolidated certifications issued from time to time by the Labour Relations Board.

4. "*Leave of Absence With Pay*" means to be absent from duty with permission and with pay.

5. "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.

6. "*Regular Full-Time Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14 (Hours of Work and Scheduling). A regular full-time employee is entitled to all of the benefits outlined in the agreement except where otherwise specified.

7. "*Regular Part-Time Employee*" means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.

8. "*Union*" means the union designated on the certification with the Employer attached to the consolidated certifications issued from time to time by the Labour Relations Board.

9. "*Common-Law Spouse*" shall be defined as two people who have cohabited as spousal partners for a period of not less than one year.

10. "*Casual and Auxiliary Employee*" For the purposes of this collective agreement, the term "*auxiliary employee*" shall be deemed to be synonymous with the term "*casual employee*" as set out in no. 2.

11. "*Regular Employee - Community Health Worker*" means one who has successfully bid into a regular position pursuant to Article 12 (Job Postings) and Article 15.4(a)(2) (Scheduling of Hours). Regular employees shall be scheduled to work 40 hours or less per week on an ongoing basis. A regular employee is entitled to all the benefits of the collective agreement, on a pro rata basis, with the exception of benefits provided in Article 25 (Health Care Plans), which shall not be prorated.

ARTICLE 1 - 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.

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We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

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

1.1 Purpose of Agreement

The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Rules

In the event that there is a conflict between the contents of this agreement and any rule made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule.

1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia, which prohibits discrimination against a person regarding employment or any term or condition of employment because of the Indigenous identity, race, colour, ancestry, place of origin, political belief, religion , marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age or conviction of a criminal or summary conviction offence that is unrelated to the employment of that person.

1.5 Respectful Workplace

The parties agree to maintain a respectful workplace. The Employer and the Union agree that all employees have the right to work in a respectful workplace free from bullying and harassment, which includes the following prohibited conduct:

(a) Bullying and harassment that 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.

(b) Sexual harassment that includes a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits; sexual advances with actual or implied work-related consequences; unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations; verbal abuse, intimidation, or threats of a sexual nature; leering, staring or making sexual gestures; display of pornographic or other sexual materials; offensive pictures, graffiti, cartoons or sayings; or unwanted physical contact such as touching, patting, pinching or hugging. This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) Discriminatory harassment that includes harassment based on the protected grounds in the *Human Rights Code*.

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The protection against bullying and 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.

The 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 bullying and harassment, including humiliation or intimidation. These policies will be accessible to employees 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.

1.6 Respectful Workplace Complaints

(a) An employee who wishes to pursue a concern arising from alleged bullying or harassment may register a complaint with the Employer or through the Union to this 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 conduct an intake with the complainant within 15 calendar days and, within a further 45 calendar days, investigate and respond to the allegations. The Employer shall notify the complainant, the respondent, and the Union (if involved) in writing upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take. Any actions that may be taken are subject to both the collective agreement and relevant legislation.

(d) The respondent shall be entitled to union representation if they are members of the bargaining unit.

(e) After the conclusion of any right to appeal pursuant to the Employer's Respectful Workplace Policy, 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 Troubleshooter under Article 8.13 (Troubleshooter Process).

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

1.7 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#23 Re: Trans Inclusion.

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ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

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

(1) by mutual agreement between the parties; or
(2) by virtue of a decision by the Labour Relations Board of British Columbia.

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

(c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the Health Services and Support - Community Subsector Association of Bargaining Agents as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designates a copy of:

(a) any directives circulated to employees pertaining to the interpretation or application of this agreement.

(b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

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.

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(c) A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their 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) Where the steward attends a meeting with the Employer at the request of the Employer 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 their 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.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The parties may, at the local level, mutually agree upon another method of notifying employees of union business.

2.8 Union Insignia

(a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

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;

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(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 employee at the time the leave is denied stating the reasons for the denial. Any grievance related to such a denial may be submitted directly to Step 3 of the grievance process.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who, prior to September 1, 1995, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after September 1, 1995 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK-OFF AND UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

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(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the Union no later than 28 days following the end of the pay period in which the deduction was made. Health Authorities/PHC (and Affiliate Employers with the capability to do so) shall remit union dues via Electronic Fund Transfer (EFT). The Employer shall also provide the following information for each employee:

- Employer name
- Pay period type (monthly, semi-monthly, biweekly, etc.)
- Pay period number
- Pay period end date
- Unique Employee ID
- Employee surname and first name
- Employee number, if applicable
- Home worksite or program
- Collective agreement employer
- Job classification
- Status (regular full-time, regular part-time, casual)
- Gender
- Gross pay
- Dues amount deducted
- Telephone number as submitted by Employee
- Home address as submitted by Employee

The parties recognize the confidentiality of the information contained in this list.

(e) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

(f) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(g) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(h) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

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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.

ARTICLE 6 - EMPLOYER'S RIGHTS

(a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

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7.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a union staff representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

(d) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

7.3 Technical Information

The Association may request from HEABC information required by the Union to represent employees in collective bargaining.

7.4 Community Health Joint Committee

The HEABC and the Association recognize the importance and necessity of the Principals to this agreement meeting quarterly to discuss problems which may arise from time to time. There shall be established a joint committee composed of members equal in number, represented by the Association and the HEABC to meet at the request of either party.

7.5 Union/Management Committee

(a) The parties agree to establish a union/management committee composed of two union representatives and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.

(c) An employer representative and a union representative shall alternate in presiding over the meetings.

(d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.

(e) The Committee shall have the power to make recommendations to the parties on the following:

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) correcting conditions causing misunderstandings;

(3) dealing with matters referred to it in this agreement.

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(f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members.

7.6 Worksite Address

The Employer will provide the Union with a physical address for the worksites and programs referenced in Article 4(d) (Check-Off and Union Dues) on an annual basis.

7.7 Timelines During December 24 and January 2

All timelines in Article 8 (Grievances) and Article 9 (Arbitration) shall be suspended between December 24th and January 2nd inclusive.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline, or suspension of an employee bound by this agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this article.

(c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step One

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step Two.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step Two of the grievance procedure, in the manner prescribed in Article 8.4 (Step Two), not later than 21 calendar days after the date:

(a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;

(b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step Two

Subject to the time limits in Article 8.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

(a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and

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(c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step Two

(a) Within 14 calendar days of receiving the grievance at Step Two, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The employer designate shall reply in writing to an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

8.6 Step Three

The employer designate and the union designate shall meet to discuss the grievance and provide each other with a statement of facts, relevant documents and/or evidence, and proposed remedy at this step:

(a) within 21 calendar days after the Step Two decision has been conveyed to the union designate by the employer designate; or

(b) within 21 calendar days after the employer designate's reply was due.

8.7 Time Limit to Reply at Step Three

The employer designate will respond in writing to the Union within 21 calendar days of the Step Three meeting.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step Three, and pursuant to this article, the Union may submit the dispute to arbitration or expedited arbitration under Article 9 (Arbitration) or 8.13 (Troubleshooter Process). Such referral shall be done within:

(a) 30 calendar days after the employer designate's decision has been received, or
(b) 30 calendar days after the employer designate's decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven calendar days after the date of dismissal or suspension, to initiate a written grievance in accordance with Article 8.4 (Step Two). Within seven calendar days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven calendar days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven calendar days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, either party may submit a grievance in writing to the other party within 60 calendar days of either party becoming aware of the policy dispute. The employer designate shall meet the union designate to discuss the grievance within 30 calendar days of the submission of the grievance. Where no satisfactory agreement is reached, the dispute may be submitted to arbitration by either party within 30 calendar days of the meeting.

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8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the parties.

8.12 Technical Objections to Grievances

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 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,

Paula Butler	Yuki Matsuno
Brett Matthews	Sarah Lumsden
Michael Oland	Najeeb Hassan
Jessica Bowering	Trevor Sones

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 five calendar days of the date of receipt of the request and for those five 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 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 (Pregnancy, Parental and Adoption Leave) and 28 (Sick Leave).

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other party of its desire to submit the difference to arbitration. The notification must be provided pursuant to the timelines referred under Article 8.8 (Time Limit to Submit to Arbitration).

(b) All referrals to arbitration shall be by certified mail, email, facsimile or courier.

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9.2 Assignment of Arbitrator

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

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

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

(d) List of named arbitrators:

Chris Sullivan	Brett Matthews
Ken Saunders	Julie Nichols
Corinn Bell	Koml Kandola
Bob Pekeles	Jacquie de Aguayo

9.3 Board Procedure

(a) In this article the term "*Board*" means a single arbitrator or a three-person arbitration board.

(b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven calendar days.

9.6 Expenses of Arbitration Board

Each party shall pay:

(a) the fees and expenses of the nominee it appoints; and
(b) one-half of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

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9.8 Expedited Arbitration

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

(1) dismissals;

(2) rejection on probation;

(3) suspensions in excess of 10 workdays;

(4) policy grievances;

(5) grievances requiring substantial interpretation of a provision of the collective agreement;

(6) grievances relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);

(7) grievances requiring presentation of extrinsic evidence;

(8) grievances where a party intends to raise a preliminary objection;

(9) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and

(10) grievances arising from duty to accommodate.

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

(b) Those grievances that are suitable for expedited arbitration pursuant to (a) above shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be mutually agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties and will be at a location central to the geographic area in which the dispute arose.

(c) Once a grievance has an expedited arbitration date the party that bears the onus for the grievance will provide all particulars and documents in their possession relating to the grievance. Disclosure must be provided no later than 30 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. The responding party must provide disclosure no later than 20 calendar days prior to the expedited arbitration date unless there is mutual agreement to waive this timeline. This requirement does not preclude further disclosure of particulars and documents up to and including the expedited arbitration date.

(d) After the expedited arbitration date has been set, and no later than 15 calendar days prior to the expedited arbitration date, either party may, upon providing written notification to the other party and to the administrators, remove the matter from expedited arbitration and refer it to arbitration.

(e) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party.

(f) The parties shall make every effort to make use of an agreed to statement of facts.

(g) All presentations are to be short and concise and are to include a comprehensive opening statement.

(h) The parties agree to make limited use of authorities during their presentations.

(i) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

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(j) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.

(k) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. The expedited arbitrators will be advised to include these statements at the beginning of their reports.

(l) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(m) The parties shall equally share the cost of the fees and expenses of the Arbitrator.

(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.

Corinn Bell	Paula Butler
Tonie Beharrell	Koml Kandola
Elaine Doyle	Najeeb Hassan
Julie Nichols	Chris Sullivan
Jacquie de Aguayo	Ken Saunders
Brett Matthews	Randy Noonan
Allison Matacheskie	

(o) It is not the intention of either party to appeal a decision of an expedited arbitration.

(p) A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and will meet monthly or more often if necessary for scheduling of expedited hearing dates as outlined in the process in Memorandum of Agreement #14 (Scheduling of Expedited Arbitration).

9.9 Suspension Over 10 Days or Termination Hearing

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

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

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

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

(a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.

(b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.

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(c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 (Grievances). A copy of the written notice of dismissal or suspension shall be forwarded to the union designate within three business days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

(1) written censures;
(2) letters of reprimand; or
(3) adverse reports.

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

(c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. In cases where disciplinary documents relate to resident abuse, patient abuse, Article 1.5 (Respectful Workplace), or Article 1.6 (Respectful Workplace Complaints), the 18-month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and pregnancy/parental leave.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Performance Evaluations

(a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the evaluation.

(b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.

(c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their evaluation at time of signing.

(e) All performance evaluations shall be carried out in a confidential manner.

10.5 Personnel File

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.

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(b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.

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

(d) An employee shall be entitled to review their personnel file electronically only where the electronic file(s) can be delivered to the employee's Employer-domain email address. The Union, with the written authority of the employee, shall be entitled to review the employee's personnel file electronically to facilitate the investigation of a grievance only where the Employer can deliver the personnel file to a union-domain email address. The employee or the Union shall provide the Employer adequate written notice prior to having access to such file(s).

10.6 Right to Have Steward Present

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

(b) A steward who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised, at least 24 hours in advance, or their right to have a union staff representative present, providing that this does not result in an undue delay of the appropriate action being taken.

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.8 Confidentiality

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

(b) Straight-time paid hours shall include time spent on:

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(1) paid holidays;

(2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 191 or 192 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 191 or 192 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;

(4) sick leave;

(5) union leave;

(6) pregnancy, parental and adoption leave;

(7) other approved paid leaves of absence.

For the purpose of parts four and six above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half payroll year preceding the leave. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

11.2 Seniority List

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

(b) A current seniority list for both regular and casual employees classified as Community Health Workers shall be provided by the Employer to the union designate on a monthly basis. The list shall indicate the following:

(1) employee's name;
(2) employment status (i.e., regular or casual);
(3) classification;
(4) seniority.

11.3 Loss of Seniority

An employee shall lose seniority and shall be deemed terminated in the event that:

(a) the employee is discharged for just cause;

(b) they voluntarily terminates their employment;

(c) the employee abandons their position;

(d) the employee is on layoff for more than one year; or

(e) the employee fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision.

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11.4 Re-Employment and Portability

(a) A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

Effective April 1, 2026, a regular employee who voluntarily resigns their employment and within 18 months is re-hired as a regular employee by the same employer shall retain effective the date of re-employment, their former seniority, wage increment step, accumulated sick leave, accumulated special leave, and years of service for vacation purposes.

(b) A regular employee who terminates employment with an employer listed in Appendix 1 (List of Employers) (Employer A), except where dismissed for cause, and is employed as a regular employee within 90 calendar days with another employer listed in Appendix 1 (List of Employers) (Employer B), shall be required to serve a probationary period in accordance with Article 12.10. Effective April 1, 2026, the 90-day re-hiring period will be increased to 18 months. Upon successful completion of the probationary period, the employee shall be entitled to portability of benefits as specified below:

(1) *Wage Increment Step* - Length of service as a regular employee with the previous employer in a similar job shall be recognized by the receiving employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service with the new employer.

(2) *Vacations* - Length of service as a regular employee with the previous employer shall be recognized for the purpose of vacation entitlement.

(3) *Sick Leave* – Effective April 1, 2026, the employee shall be credited with any unused accumulation of sick leave from their previous employer up to a maximum of 1,170 hours and shall be entitled to sick leave in accordance with the provisions of Article 28.

(4) *Special Leave* – Effective April 1, 2026, the employee shall be credited with any unused accumulation of special leave credits from their previous employer up to a maximum of 25 days and shall be entitled to special leave in accordance with the provisions of Article 20.3.

(c) Effective April 1, 2026, an employee who voluntarily terminates their employment at Employer A and is employed by Employer B within 18 months is entitled to portability of seniority accumulated at their previous employer upon successful completion of the probationary period.

Employees who are working at two Employers party to this collective agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within 18 months of their appointment to the regular position at Employer A (or B) if they want to port their seniority.

The maximum number of combined hours ported under this article shall not exceed 1950 hours per year. For Community Health Workers, the maximum combined hours ported under this article shall not exceed 2080 hours per year.

(d) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

(1) the employee must have been a regular employee with at least three years of service with the Employer at time of termination;

(2) the resignation must indicate the reason for termination;

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(3) the break in service shall be for no longer than three years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;

(4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

(e) Effective 60 days after the date of ratification, the Employer will advise a new employee of portability entitlements in accordance with Article 11.4.

11.5 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

11.6 Previous Experience

(a) 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 year for every one year of recent relevant experience within the previous seven years for increment step placement on the wage grid.

(b) Where a new employee hired into an Administrative benchmark or a Scheduler benchmark does not qualify for wage increment step under Article 11.4, the Employer may recognize previous experience from a healthcare employer on the basis of one year for every one year of recent relevant experience within the previous seven years for increment step placement on the wage grid.

ARTICLE 12 - JOB POSTINGS

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 four 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) 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.

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(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 at least 0.2FTE 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 greater than the employee's current temporary vacancy; or

(iii) The employee is applying to a temporary vacancy that is expected to have a longer duration at the commencement date of the position than the remaining amount of time in the employee's current temporary vacancy.

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

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

(e) *Community Health Workers*

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

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

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

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

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

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

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

Where the Employer establishes float positions, they will be posted in accordance with Article 12.1 (Job Posting and Applications). Float pool employees are entitled to all the provisions of this agreement except Article 14.3 (a), (b), (c), (d), and (f) (Scheduling Provisions). In addition, they shall not be entitled

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to access work under Article 12.1(b) (Job Posting and Applications) and Article 29 (Casual Employees) at times when they are otherwise regularly scheduled to work.

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

12.2 Change to Start and Stop Times, Days Off and Work Area

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

(1) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

(2) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

(b) *Community Health Workers* - In the posting of a vacancy or new job, the days of work and period of availability of a position may be subject to change provided that:

(1) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

(2) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing days of work and period of availability and the impact the change will have on the personal circumstances of such employee(s).

12.3 Job Posting Process

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

(1) *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 (Bumping).

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.

(2) *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.

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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 and 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.

12.4 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, bereavement leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

12.5 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to 12.1 (Job Postings and Applications) above.

12.6 Notice to Union

A copy of all postings shall be sent to the designated union representative within the aforementioned seven calendar days. The copy may be sent electronically, faxed or via mail.

12.7 Notice of Successful Applicant

(a) The Employer shall, within three calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy, or new job was posted. The Employer shall also advise whether the successful candidate is an external hire.

(b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

12.8 Grievance Investigation

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

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12.9 Selection Criteria

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

(b) Where an employee has met a specific standard on a typing (keyboard) test, the result of that test will stand for a period of 24 months. Further, where an employee is working in a position requiring a specific standard of typing (keyboarding) speed, the employee will be deemed to satisfy that standard if applying for another position that requires the same or lesser standard.

(c) For Community Health Worker positions, qualifications also includes ability to meet specific client needs as outlined in Article 15.4(b) (Scheduling of Hours).

12.10 Probationary Period

For the first 488 hours of work with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one calendar month provided written reasons are given for requesting such extension.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.11 Qualifying Period

(a) If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.

(b) If an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three-month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

(c) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

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

ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

13.1 Job Training

At the request of either the Employer or the Union, the parties shall meet in accordance with Article 7.5 (Union/Management Committee) for the following purposes:

(a) planning training programs for those employees affected by technological change;

(b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;

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(c) planning training programs for those employees affected by new methods of operation;

(d) planning training programs in the area of general skills upgrading.

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

13.2 Definition of Displacement

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

(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.

(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.

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 their 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.

Effective the first pay period after the Implementation Date as defined in the Health Authority Wide Seniority Consolidation MOA [April 29, 2024].

Health Authority Employers only

Displaced Health Authority employees shall have 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 position at their Work Location (defined for the purpose of this provision as their Employer’s common name as listed in Appendix 1 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.

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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.

13.4 Layoff Notice

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

(1) an employee who has not completed the probation period - two weeks' notice;
(2) an employee who has completed the probationary period - four weeks' notice;
(3) three or more years' seniority - one additional week per year to a maximum of eight weeks.

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

(b) In the event that the Employer is unable to schedule a regular Community Health Worker on an ongoing basis to five hours below their weekly maximum under Article 15.4(a)(3) (Scheduling of Hours), the Employer may displace the employee.

(c) Upon request, an employee classified as a regular Community Health Worker shall be entitled to notice equivalent to that set out in (a) above in the event that there are no hours available for assignment to five hours below their weekly maximum for a period of four consecutive weeks.

13.5 Retention of Seniority

(a) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.3 (Bumping) of this agreement.

(b) Laid off employees shall be rehired to Community Health Worker positions as set out in (a) above, subject to the provisions of Article 15 (Hours of Work and Scheduling-Community Health Workers).

(c) During a laid off employee's recall period, they shall be entitled to register for casual work for the duration of the recall period. Registration shall be in accordance with Article 29 (Casual Employees). Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

13.6 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees. There will be no expansion of contracting in or out within the bargaining unit of the Union as a result of the reduction of FTEs.

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The Union is entitled to raise issues related to contracting in or out and the general provision of client care by non HEABC employers at Union/Management Meetings referenced in Article 7.5 (Union Management Committee.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

Note: Article 14 shall have no application to Community Health Workers and employees scheduled in a manner similar to Community Health Workers.

14.1 Continuous Operation

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

14.2 Hours of Work

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

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

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

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

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

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

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

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

(g) Where the Employer and the Union have an agreement in a collective agreement, memorandum, or letter of agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified workweeks for any specific employee or group of employees,

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

(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.

14.3 Scheduling Provisions

(a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Article 17.8 (Scheduling of Lieu Days) and post these at least 14 calendar days in advance of their effective date.

(2) If the Employer alters the scheduled workdays of an employee without giving at least 14 calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 16 (Overtime), except where the Union and the Employer agree otherwise in good faith. The Union and the Employer may agree at the local level to allow such an agreement to be between the employee and the Employer. Notice of the alteration shall be confirmed in writing as soon as possible.

(b) There shall be a minimum of 12 consecutive hours off-duty between the completion of one work shift and the commencement of the next.

(c) When it is not possible to schedule 12 consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 12 consecutive hours shall be paid at overtime rates in accordance with Article 16 (Overtime).

(d) If a written request for a change in starting time is made by an employee which would not allow 12 consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

(e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

(f) If the Employer changes a shift schedule without giving a minimum of 14 calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 16 (Overtime). Notice of the change shall be confirmed in writing as soon as possible.

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(g) Regular full-time employees shall not be required to work three different shifts in any six consecutive day period posted in their work schedules.

14.4 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 their 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 they are not adequately trained.

14.5 Rest Periods

There shall be a 15-minute rest period in each half of any full shift. Employees working less than a full shift shall receive one 15-minute paid rest period.

14.6 Meal Periods

(a) 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 rates.

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

14.7 Scheduling Limitations

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

(a) If an employee is required by the Employer to report first to a different location before reporting to their 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 their 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.

(b) Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

14.8 Excursions

Employees who accompany clients/residents on excursions will be entitled to a full shift's pay and four hours of lieu time for every 24-hour period. Lieu time shall be scheduled pursuant to Article 16.6 (Compensating Time Off).

Employees currently receiving a superior entitlement shall continue to receive the entitlement.

14.9 Flextime

For the purpose of this agreement, flextime means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their workday, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

(a) the workday shall not exceed 10 hours, except where the employee specifically requests and the Employer agrees; and

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(b) full-time employees shall perform work on at least four days in any calendar week; and

(c) employees shall average 75 hours of work per fortnight; and

(d) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required; and

(e) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one-half hours, provided at least seven and one-half hours are required to complete the averaging period. If less than seven and one-half hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence;

(f) where the full-time hours of work for a regular employee covered by this article are different than 37½ hours per week, the hours of work per fortnight under (c) above shall be adjusted to reflect those full-time weekly hours and, similarly, the deemed daily hours under (e) above shall be adjusted to reflect the regular full-time weekly hours of work divided by five days.

14.10 Modified Hours of Work Arrangements

Where modified hours of work arrangements are presently in place for employees covered by new certifications where there is no collective agreement presently in effect, the Union and the Employer shall review and develop local Memoranda of agreement to address existing scheduling provisions with respect to extended workdays, modified workweeks or other modified hours of work arrangements. The parties agree that existing practices shall not be unreasonably disrupted so long as such practices are consistent with the terms of the Community Subsector Collective Agreement.

14.11 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 $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.

14.12 After Hours - Home Support Operations

"*After hours services*" shifts are defined as those shifts during which intermittent administration, supervision, and coordination of home support services, after regular hours of operation, are being provided to ensure that the needs of clients and field staff emergencies are met.

Employees assigned to afterhours service shifts shall be compensated on the basis of one hour of straight-time pay for each four hours of after-hours services assignment. Seniority and benefits will accrue on the straight-time hours paid until the employee has accumulated them up to a maximum of the annual full-time equivalent per year.

Employees currently receiving a superior entitlement shall continue to receive the entitlement.

14.13 Job Fairs

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

(1) reduce the number of FTEs or reduce the total number of hours of work within a specific unit/department/program/worksite; or

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(2) revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a specific unit/department/program/worksite, or

(3) increase the number of FTEs or increase the number of hours of work within a specific unit/department/program/worksite of no more than .2 FTE per affected employee.

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

(c) *Job Fair Process*

When the Employer posts or otherwise provides the proposed schedule/rotation under either Article 14.13 (a) or (b), the employees may submit a schedule/rotation that meets operational requirements and is compliant with the collective agreement.

(1) 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.

(2) (i) If, after the 14 calendar days, there is only one compliant schedule/rotation, the process moves to step (3).

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

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

(3) 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, they 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.

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ARTICLE 15 - HOURS OF WORK AND SCHEDULING - COMMUNITY HEALTH WORKERS

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.

Effective April 1, 2027, Article 15.2 shall be replaced as follows:

Except for live-ins and overnights (Article 15.14), 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 at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 16.13 (Assignment of Overtime for CHW Employees).

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.

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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*

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

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

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

(3) If a regular employee is below the weekly posted hours of their 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.

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

Regular employees who wish to be assigned hours in excess of their weekly 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 Employees) 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 they are 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 hours, the Employer may increase the weekly hours of the most junior regular employee(s) whose 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

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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 their duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to their 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

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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 they 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 their 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:

(1) 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).

(2) An employee scheduled under Article 15.3 (a) (I), (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.

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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 their 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 their 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 they are 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 117 days per year (that is, an average of two days per week plus a minimum of 13 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of 117 days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of 117 days except for days for which they are 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 their 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 their 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. 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 $2.50 per paid hour (maximum eight 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 a.m. (0800 hours) shall be paid a night shift premium of $2.50 per paid hour (maximum eight 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.

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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, dependants, 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 14.13 (Job Fairs) process.

15.16 Modified Hours of Work 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:

(a) 15.12 - Minimum number of days scheduled off from work
(b) Meal Periods
(c) Overtime
(d) Paid Holidays
(e) Vacation entitlement
(f) Special Leave
(g) 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.

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ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.2 (Hours of Work) and Article 15 (Hours of Work and Scheduling-Community Health Workers).

(b) "*Straight-time rate*" means the hourly rate of pay.

(c) "*Time and one-half*" means one and one-half times the straight-time pay.

(d) "*Double-time*" means two times the straight-time rate.

16.2 Overtime Compensation

(a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2 (Hours of Work), or after eight hours in a day or 40 hours in a week for CHWs excluding live-in and overnight shifts, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one-half of their basic hourly rate of pay for the first two hours of overtime on a scheduled workday and double-time thereafter or on a day of rest.

(b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

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

16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17 (Paid Holidays), the employee shall be paid overtime at the rate of time and one-half times the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

16.5 Overtime Pay

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned except as provided in Article 16.6 (Compensating Time Off) below.

16.6 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within 24 calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the 24-week period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

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16.7 Overtime Meal Allowance

An employee who works two and one-half hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of $7. One-half hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

(a) This clause shall not apply to part-time employees until the requirements of Article 16.9 (Overtime for Part-Time Employees) have been met.

(b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times or period of availability for a normal workday.

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.

16.9 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

(d) Article 16.9 (Overtime for Part-Time Employees) shall not apply to Community Health Workers.

16.10 Rest Interval After Overtime

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

16.11 Callback

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work the allowance in Article 27.10 (Vehicle Allowance) from the employee's home to the Employer's place of business and return. The minimum allowance shall be $4.

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:

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(a) The Employer will offer that overtime to eligible employees in seniority order based on its most recently published seniority list, provided that all of the following conditions are met:

(1) 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. Effective April 1, 2026, 48 hours will be reduced to 24 hours; and

(2) The work being offered is greater than four hours. Effective April 1, 2026, four hours will be reduced to two hours.

For clarity, the work being offered must be accepted in its entire duration.

(b) An eligible employee is one who:

(1) Is registered to work in the relevant classification and has an active working status at the affected unit or worksite; and

(2) Is qualified and oriented to perform the work; and

(3) Is able to accept the work without exceeding safe work parameters; and

(4) Is not on any paid or unpaid leave of absence (e.g. 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.

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:

(1) 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. Effective April 1, 2026, 48 hours will be reduced to 24 hours. For clarity, the work being offered must be accepted in its entire duration.

(b) An eligible employee includes one who:

(1) The overtime offered occurs during a period which the employee has indicated they are available to work in accordance with employer policy;

(2) Meets specific client needs as set out in Article 15.4 (b);

(3) Is assigned to the geographic location;

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(4) Is not on any paid or unpaid leave of absence (e.g. vacation leave or a designated holiday).

(c) If no eligible employees accept the overtime offered, the Employer may offer the overtime to any qualified employee.

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

(e) The Employer may offer overtime to those employees available to work at time and one-half rate of pay before offering the work to employees who would be paid at double-time.

(f) If an employer does not offer overtime hours in accordance with 16.13(a) and an employee would have been entitled to and able to work those hours, the appropriate remedy is payment of the total number of hours not worked at straight-time rates.

(g) The Employer shall be transparent by providing all employees and the Union with access to information regarding how overtime will be offered and communicating any changes to the overtime process in a timely manner.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	British Columbia Day
Family Day	National Day for Truth and Reconciliation
Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing 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, they shall be compensated at time and one-half for all hours worked.

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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 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 15th each year and the Employer shall respond in writing on or before December 1st 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 5% of straight-time pay in lieu of paid holidays.

Effective April 1, 2026, regular Community Health Workers who hold a position of 40 hours per week shall qualify for all provisions of Article 17 that a regular full-time employee scheduled under Article 14 is entitled to. Any such employee shall receive paid time off for holidays instead of pay in lieu of paid holidays.

ARTICLE 18 - VACATION ENTITLEMENT

18.1 Annual Vacation Entitlement

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

(a) New employees who have been continuously employed at least six months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six months prior to July 1st will receive a partial vacation after six months' service based on the total completed calendar months employed to July 1st.

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

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Years of Continuous Service	Hours of Vacation	Percent of Straight-Time Pay
1-4	124.8	6.4%
5	156.0	8.0%
6-9	163.8	8.4%
10	195.0	10.0%
11 to 14	202.8	10.4%
15	234.0	12.0%
16 to 19	241.8	12.4%
20	273.0	14.0%
21 or more	280.8	14.4%

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

No current employee will have their vacation reduced as a result of implementation of this provision.

(c) The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year (July 1st - June 30th).

(d) Except where the Employer's current practice provides for employees to access annual vacation in excess of earned credits or where the Employer agrees to adopt such a practice under this agreement, employees shall not be entitled to access annual vacation in excess of earned credits.

18.2 Vacation Period

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

18.3 Splitting of Vacation Periods

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

(a) the Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and

(b) at least one block of vacation shall be at least five days in duration.

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

Notwithstanding the above, employees may hold back up to five days vacation in the annual vacation planning process. Employees shall submit their request to schedule the held back vacation by August 1st of each year. For any requests to schedule held back vacation, employees shall make every reasonable effort to provide at least two weeks' notice.

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.

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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.

18.4 Vacation Pay

Upon receipt of 14 days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of their vacation, an amount equivalent to their vacation being taken, up to the amount of vacation pay earned.

18.5 Vacations Non-Accumulative

(a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

(c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Facilities Subsector Collective Agreement.

18.6 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1 (Annual Vacation Entitlement).

18.7 Reinstatement of Vacation Days - Sick Leave

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

18.8 Callback from Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

18.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

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ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

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

19.2 In-Service Education

(a) Employees scheduled by the Employer to attend in-service education seminars or an on-line course on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar/course.

(b) Employees required by the Employer to attend in-service education seminars or an on-line course on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Articles 14 (Hours of Work and Scheduling), 15 (Hours of Work and Scheduling-Community Health Workers), and 16 (Overtime).

19.3 Leave Without Pay

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

(a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six calendar months' advance notice in writing of such request.

(b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.

(c) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.

(d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in their former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13 (Labour Adjustment and Technological Change).

19.4 Exchange Programs

The parties agree that exchange programs between employers will be encouraged. Where practical, employees will be given the opportunity to participate in exchange programs at full pay and allowances. No such exchange will take place without a written agreement with the Union(s) and the employers involved.

19.5 FOODSAFE Level 1 Refresher Course

Effective the first pay period after April 1, 2026, where an employee is required to maintain a FOODSAFE Level 1 Certificate as a condition of continued employment, the Employer shall pay or reimburse the employee for the FOODSAFE Level 1 Refresher course fee and compensate the employee for 1.5 hours at straight-time to complete the course. Payment shall be due upon successful completion of the course. The fee reimbursement shall not be prorated.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

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

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

20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at their 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, stepparent 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.

(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 20 weeks shall be entitled to leave under this article.

20.2 Jury Duty

(a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

(b) An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

20.3 Special Leave

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

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

Special leave credits may be used for the following purposes:

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(1) marriage - five days;

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

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

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

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

(6) adoption leave - one day;

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

(8) effective April 1, 2026, travel to and from a personal medical appointment where the travel is greater than 100 kilometers or requires travel by ferry – one day;

(9) effective April 1, 2026, attendance at the employee's Canadian citizenship ceremony - one day per lifetime.

20.4 Compassionate Care Leave

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to 27 weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 52 weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(a) The eligible employee's BC medical, dental plan, extended health plan, LTD and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks.

(b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of 27 weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.

(c) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.

(d) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

20.5 General Leave

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two weeks' notice, except in cases of emergency. The Employer shall make every reasonable effort to respond within two weeks and approval for such leave shall not be unreasonably withheld.

20.6 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Article 2.10 (Time Off for

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Union Business) shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

20.7 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

(a) for employees to seek election in a municipal, provincial, federal, First Nations or other Indigenous government election for a maximum period of 90 days;

(b) for employees elected to a public office for a maximum period of five years.

20.8 Ceremonial, Cultural, Spiritual, Bereavement, and Special Leave for Indigenous Employees

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

Definitions:

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

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

- Events commemorating missing and disappeared children and unmarked burials
- February 14: Women's Memorial March
- May 5: Red Dress Day
- October 4: National Day of Action for MMIWG2S+

"*Immediate family*" for the purposes of accessing Bereavement leave under Article 20.1 or Special leave under Article 20.3 includes an Indigenous employee's parent, stepparent, foster parent, guardian, spouse, child, stepchild, foster child, sibling , stepsibling, 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*.

Entitlement to Ceremonial, Cultural, and Spiritual Leave

(a) An Indigenous employee may request up to five days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual practice(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). Effective the first pay period after April 1, 2026, the number of days shall be increased to six days per calendar year.

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

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

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

(a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.

(b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

(c) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end later than 17 weeks after the leave begins.

(d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

(e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

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 birthing parent who takes leave under Article 21.1 (Pregnancy Leave) without pay.

(b) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b) (Pregnancy Leave). In the case of adoption, the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

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

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

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

(3) in the case of an adopting parent, following the adoption of the child and within the 78-week period after the date the adopted child comes into the actual care and custody of the parent.

(d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Pregnancy and Parental Leave

An employee's combined entitlement to leave under Article 21.1 (Pregnancy Leave) and Article 21.2 (Parental Leave) is limited to 78 weeks plus any additional entitlements provided under Article 21.1(f) (Pregnancy Leave) and/or Article 21.2(d) (Parental Leave) preceding.

21.4 Leave for Indigenous Child Care

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

(a) an Indigenous governing entity, or

(b) the Ministry of Children and Family Development (specifically as a kinship care provider)

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

An "*Indigenous child*" means a person:

(a) who is under 19 years of age, and

(b) who is a First Nations child, a Metis child, or an Inuit child, and includes:

- a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
- a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

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

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

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21.5 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 25 (Health Care Plans). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent.

21.6 Reinstatement

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13 (Labour Adjustment and Technological Change).

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Subsection (a).

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

(a) The Employer and employees recognize the need for a safe and healthy workplace and agree to take appropriate measures in order that risks of accidents, injuries, fatalities, and/or occupational disease are reduced and/or eliminated.

(b) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

(c) The Employer and the Union agree to adhere to the provisions of the *Workers Compensation Act* and other related regulations including requirements to have an occupational health and safety program. There shall be full compliance with all applicable legislation and regulations pertaining to the working environment.

22.2 Client Information

The Employer shall provide employees with information in its possession regarding a client, resident or client's home which is necessary for the employee to safely carry out their duties.

22.3 Joint Occupational Health and Safety Committee

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

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

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(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, including time that is reasonably necessary to prepare for committee meetings pursuant to the *Workers Compensation Act.* 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) 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 employees 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 employees.

(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 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. This education entitlement may include Employer, Union, WCB, or other externally provided training.

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(j) The Employer will consult with the Union(s) when making a proposal to WCB 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.

22.4 Aggressive Behaviour

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

(b) When the Employer is aware that a client/resident has a history of aggressive and/or violent 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 their duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive and/or violent behaviour.

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

(d) Where employees may be at risk from aggressive and/or violent behaviour, in-service and/or instruction on how to respond to aggressive and/or violent 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 legislation and *Occupational Health and Safety Regulation,* the Employer will, in consultation with the Joint Occupational Health and Safety Committee, establish and document appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk through substitution, engineering controls, administrative controls, or personal protective equipment (PPE). The Employer shall make every reasonable effort to ensure that sufficient employees are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

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22.5 Infectious Diseases, Communicable Diseases, and Parasitic Infections and Infestations

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.

(b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

(c) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

(d) When the Employer is aware of a client, resident, or worksite with a communicable disease or parasitic infection or infestation, the Employer shall provide the employees with information that is necessary for the employee to safely carry out their duties. The Employer shall establish a procedure to prevent the acquisition of communicable diseases and parasitic infections. When communicable diseases and parasitic infections and infestations are a concern, the employee shall discuss concerns with their supervisor and may seek direction.

22.6 Video Display Terminals

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

22.7 Transportation of Accident Victims

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

22.8 Injury Pay Provision

(a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.

(b) Employees eligible for sick leave coverage pursuant to Article 28 (Sick Leave) shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

22.9 Investigation of Incidents

(a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every incident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

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(b) Incident investigations must be carried out by persons knowledgeable of the type of work involved and, if they are reasonably available, include the participation of one union occupational health and safety committee member or, if not available, a union steward, and one employer representative. The Employer will notify JOHSC worker representatives of any incidents that occur.

(c) Copies of the incident investigation reports must be forwarded without undue delay to the Joint Occupational Health and Safety Committee.

(d) In the event of a work-related employee fatality, the Employer shall notify the union designate of the nature and circumstances of the incident immediately after first responders, WCB, and the employee's emergency contact have been notified.

22.10 Emergency Travel Kit

Where employees are required to use their personal, or the Employer's, vehicle for work in isolated or areas with hazardous road conditions, and where there is agreement at the local level regarding the provision of an emergency travel kit, the Employer will provide such a kit. The Joint Occupational Health and Safety Committee will review and make recommendations on the contents of the emergency kit.

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. Upon an employee's request, the Employer will provide a written unit/department/program/worksite process for work prioritization.

The Union may raise workload concerns that are unrelated to occupational health and safety with the Union/Management Committee. The Committee may discuss prioritization of work, use of casual employees, unfilled shifts, regularization of hours, and use of regular float positions for relief work with the Employer.

22.12 Employee Safety

(a) The Employer will have a procedure on the process for refusing unsafe work pursuant to the Occupational Health and Safety Regulations and will communicate the procedure to employees. 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 ensure that all employees are provided worksite health and safety orientation pursuant to the Occupational Health and Safety Regulations. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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(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 (In-Service Education).

(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 (In-Service Education).

(e) Employees who experience bullying or 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.

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

(g) If employees are or may be exposed to harmful chemicals or substances, including regulated and unregulated substances, while performing their duties, the Employer will complete a risk assessment and implement controls to eliminate or minimize the identified risk. If required by the risk assessment, suitable personal protective equipment (PPE) is to be used as a control measure. Employees are to be educated/trained for safe use of the required PPE. If an employee is concerned about how the Employer is managing the risk, the employee will raise their concern with their supervisor, the Joint Occupational Health and Safety Committee, or through the Employer OHS reporting process for follow up.

(h) The Employer will establish a procedure regarding washroom access for employees who regularly work away from employer worksites.

22.13 Critical Incident Stress Defusing/Debriefing

Critical incident stress defusing (immediate support) and/or debriefing (scheduled follow up) shall be made available and communicated to employees who are involved in or witnessed a serious work-related traumatic incident. Critical incident stress debriefing support will be provided by an individual with experience in critical incident support and trauma informed practice. The Employer will provide JOHSC access to the list of defusing/debriefing supports. Appropriate resources will be made available as soon as possible following the incident, and employees may access the WorkSafeBC Critical Incident Response (CIR) program. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

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

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- 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.

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 (JOHSC), 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.

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

22.16 Sexual and Domestic Violence

(a) The Employer will revise or develop a policy to address sexual and domestic violence at the workplace. The policy will be made accessible to all employees within 180 days of ratification. The policy will include the following elements:

(1) identify the process for reporting sexual and domestic violence;

(2) a commitment to take appropriate action, which may include the creation and implementation of individualized safety plan(s) for impacted employee(s);

(3) protect employees' confidentiality and privacy, as required, while ensuring workplace safety for all; and

(4) ensure no adverse Employer action is taken against an employee for reporting sexual and domestic violence in good faith.

(b) The Employer will indicate how to access available Employer supports and resources, and community resources. Employer supports and resources will reflect the principles of trauma-informed care to reduce unintentional re-traumatization.

(c) The Employer will consider risks of domestic and sexual violence as part of their violence prevention risk assessments.

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ARTICLE 23 - MORE FAVOURABLE RATE OR CONDITIONS

All more favourable rates or conditions contained in memoranda of agreement, except as they are amended by negotiations, shall be continued in the collective agreement.

ARTICLE 24 - MUNICIPAL PENSION PLAN

Effective the start of the first full pay period after April 1, 2006, all regular full-time employees on staff, and all other employees who meet the eligibility criteria referenced below, will be enrolled in the Plan, unless eligible employees signed a waiver as required by the implementation date (April 1, 2006). The waiver will be maintained on the employee's personnel file.

For employees hired on or after April 1, 2006:

(a) Regular full-time employees shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment.

(b) Regular Community Health Workers in positions with of weekly posted hours of 35 to 40 shall be enrolled in the Municipal Pension Plan upon completion of their probationary period, and shall continue in the Plan as a condition of employment. For the purposes of this article only, such Community Health Workers will be deemed to be regular full-time employees.

(c) Regular part-time employees, regular Community Health Workers not deemed to be regular full-time, and casual employees shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the *Pension Benefits Standards Act* and the Municipal Pension Plan Rules. The Rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years shall be enrolled in the Plan. This Rule will not apply when an employee covered by this section completes and provides a written waiver to the Employer declining participation in the plan. The waiver will be maintained on the employee's personnel file.

ARTICLE 25 - HEALTH CARE PLANS

25.1 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 to the JCBT based on the provincial employer contribution rate, which is a percentage of payroll (straight regular time hours and overtime of those receiving benefits) as amended for each employer on an annual basis.

(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.

(e) Benefit information and booklets including the details related to extended health, dental, and long-term disability are available on the JCBT website at https://www.jcbt.ca/.

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ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY

26.1 Return of Employer Property on Termination

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

26.2 Electronic Devices

Where the Employer provides an electronic device, the Employer shall be responsible for the costs of the electronic device.

26.3 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of $200 for the repair or replacement costs of the article(s), provided such article(s) are suitable for use while on duty.

26.4 Employer to Continue to Supply Tools

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

26.5 Uniforms

Employer shall supply and maintain uniforms and name tags (with first names only) for employees who are required to wear same.

26.6 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

(a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by cheque or direct deposit.

(b) The statements given to employees shall include the designation of payment of paid holidays, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

(c) The Employer will make accrued vacation available to employees electronically or on their pay statement.

(d) Subject to paragraph (g) below, when a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.

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(e) The Employer will make every reasonable effort to ensure that employees on evening shift paid by cheque shall receive their paycheques on the day immediately prior to payday.

(f) The Employer will make every reasonable effort to ensure that, employees on night shift paid by cheque shall receive their paycheques on the morning of payday at the conclusion of their shift.

(g) Employees paid by cheque whose day off coincides with payday shall be paid, as far as practicable on their working day preceding the payday provided the cheque is available at their place of work.

(h) Where an employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in their pay, the Employer must provide payment within the next pay period or as soon as reasonably possibly, whichever is sooner.

27.2 Temporary Promotion or Transfer

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

27.3 Relieving in Higher and Lower Rated Positions

(a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one workday, retroactive to the start of the relief period.

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

(c) Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, 10% per month more than the highest rate for their classification, or $100, or portion thereof, whichever is greater, if so employed for one or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

(d) Sections (a), (b), and (c) above shall not apply to employees relieving in a position classified as a Community Health Worker.

27.4 Promotions

(a) Part (a) shall apply where a job has an increment structure based on hours of service.

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

(b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

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For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

27.5 Transfers

(a) Part (a) shall apply where a job has an increment structure based on hours of service.

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

(b) Part (b) shall apply where a job has an increment structure based on calendar length of service.

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former anniversary date.

27.6 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority.

27.7 Re-Employment After Retirement

(a) Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* or the *Pension (Public Service) Act* and continue in the Employer's service, or are re-engaged within three calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed. All perquisites earned up to the date of retirement shall be continued or reinstated.

(b) Where increment progression in the employee's position is based on hours of service, the employee shall maintain credit for hours worked in the present increment for the purpose of progression to the next step.

(c) Where increment progression in the employee's position is based on calendar length of service, the employee shall maintain their anniversary date.

27.8 Re-Employment After Voluntary Termination or Dismissal for Cause

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

27.9 Supervisory or Military Service

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

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27.10 Vehicle Allowance

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

(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) 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.

27.11 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region with the approval of the Employer shall be entitled to reimbursement for meal expenses to the maximum set out below. This article shall not apply to employees who, on a day-to-basis, do not work in a fixed location.

The meal allowances will be as follows:

April 1, 2013
Breakfast..... $11.50
Lunch $13.25
Dinner..... $22.25

April 1, 2016
Breakfast..... $12.00
Lunch $13.80
Dinner..... $23.25

April 1, 2018
Breakfast..... $12.00
Lunch $14.00
Dinner $24.00

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27.12 Out-of-Pocket Expenses

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of their duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this agreement.

Reasonable out-of-pocket expenses include parking charges, bridge and/or highway tolls necessarily incurred in the performance of the employees' duties.

27.13 Indemnification and Reimbursement of Legal Fees

(a) Except where there has been negligence on the part of an employee, the Employer will:

(1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

(2) assume reasonable costs, legal fees and other expenses arising from any such action.

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

27.14 Wage Schedules - Community Health Workers

(a) Employees shall be compensated as outlined in Schedule B (Wage Schedule).

(b) (1) An employee classified as a CHWII must hold the Provincial Home Support Certificate or a recognized post-secondary educational equivalent.

(2) An employee currently classified as a CHWII shall maintain their classification.

(3) An employee who was classified as a CHWII, pursuant to previous individual agency Memorandum of Agreement, shall continue to be covered by the provisions of the Memorandum.

(c) An employee classified as a CHWII shall be assigned to personal assistance clients, as assessed by the purchaser(s) of the service, and shall be paid the CHWII rate of pay for all hours worked in providing service to those clients.

Employees classified as a CHWII may opt to receive additional hours of work in the CHWI classification, pursuant to Article 15 (Hours of Work and Scheduling-Community Health Workers). Employees who exercise this option shall be paid the CHWI rate of pay immediately lower than the employee's CHWII rate for all hours worked in the CHWI classification.

(d) An employee classified as a CHWI shall be assigned to non-personal assistance clients, as assessed by the purchaser(s) of the service, and shall be paid for the CHWI rate of pay for all hours worked in providing service to those clients.

An employee classified as a CHWI may be trained to provide personal assistance service to a specific client, at the option of the Employer. In such cases, the employee shall be paid the CHWII rate of pay for all hours worked in providing service to that specific client.

When CHWI employees who have a home support certificate (or a recognized post-secondary equivalent) are assigned to personal assistance clients, they will be paid at the CHWII rate for all service to those clients on the following basis: at the first increment CHWII rate for CHWI employees who are the first and second increments, and the second increment CHWII rate for CHWI employees who are at the third increment.

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(e) All hours paid by the Employer shall be taken into consideration for increment progression purposes.

27.15 Shift Definitions and Premiums

(a) "*Afternoon shift*" is any shift in which 50% or more occurs between 4:00 p.m. 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 25¢ per hour for the entire Afternoon shift worked. Effective the first pay period after April 1, 2026, the Afternoon shift premium will be increased to 45¢ per hour. Effective the first pay period after April 1, 2028, the Afternoon shift premium will be increased to 75¢ per hour.

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

(c) An employee shall be paid a weekend premium of 50¢ per hour of each hour worked between 00:01 hours Saturday and 24:00 hours Sunday. Effective the first pay period after April 1, 2028, the weekend premium will be increased to $1.00 per hour.

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

27.16 Daylight Savings

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

27.17 Minimum Wage Insulation

Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9% rounded up to the nearest penny.

ARTICLE 28 - SICK LEAVE

28.1 Premium Reductions

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

28.2 Sick Leave Credits

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 6.9% to a maximum of 1,170 hours. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.

28.3 Sick Leave Pay

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

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

28.4 Workers' Compensation Benefit

(a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

(b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.5 (General Leave) except that seniority shall continue to accrue based on regular hours.

(c) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 25 (Health Care Plans) will continue to apply to employees who are entitled to receive WCB wage-loss benefits.

(d) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 191 or 192 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those sections of the *Workers Compensation Act*.

(e) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

28.5 Sick Leave Deductions

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

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

28.6 Medical/Dental Appointments

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

28.7 Leave of Absence Without Pay

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

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

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

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28.8 Less than One Year's Service

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

28.9 Accumulated Sick Leave

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

28.10 Other Claims

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

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Casual Employees

(a) Casual employees shall receive 10% of their straight-time pay in lieu of scheduled vacation and paid holidays.

(b) Casual employees serve probation and qualifying periods as per Article 12.10 (Probationary Period) and Article 12.11 (Qualifying Period).

(c) During the probationary period casual employees may be terminated for unsatisfactory service.

(d) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of 488 paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.

(e) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the workforce.

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 270 hours over any fixed 12-month period, or a lower minimum annual hours as determined by the Employer.

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(b) On or after April 1, 2026, 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 270 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 their employment will end, if they fail to work the identified minimum number of hours stated in their letter of appointment. 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 their general availability they 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 their 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 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 their 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 winter break shall be consistent with their 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.

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29.3 Call-in Procedure

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria). No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

Note: The parties concur that the application of departments in some employers may not be practical. Employers will establish departments in good faith based on operational needs and not to circumvent the spirit of this clause.

Casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) shall be called in to work in the order of their seniority, subject to ability to meet specific client needs, skills, experience and geographic location, and provided that they are registered to work in a job classification applicable to the work required to be done. The Employer may assign the casual employee to replace a series of existing assignments. A casual employee shall be entitled to register for work in any job classification for which the employee meets the requirements of the job based on the factors in Article 12.9 (Selection Criteria).

(b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within four months, that position shall be posted and filled pursuant to the provisions of Article 12.1(a) (Job Postings and Applications).

(c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12 (Job Postings). Upon completion of an assignment a casual employee shall revert to the casual list.

(d) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

(2) (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight times.

(ii) Notwithstanding (i) above, the Employer may require casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) to contact the Employer's voice mail system once per day in accordance with Article 15.4(k) (Scheduling of Hours). Where the Employer leaves a message for a casual employee on the voice mail system regarding an assignment, the Employer may not make further calls under Article 29.3(a) (Call-in Procedure) unless the employee declines the assignment or does not provide the Employer with a response before the designated time for response on the next day.

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(iii) By mutual written agreement between the Employer and the union designate, an employee may be contacted by alternate means of communication. Where the Employer and the union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.

(3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies. This clause does not apply to casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers).

(4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

(5) Upon request, the Employer shall provide the Union with the schedule worked by casual employees scheduled in accordance with Article 15 (Hours of Work and Scheduling-Community Health Workers) specifying daily hours, the specific client service times and type of assignment (i.e., CHWI or CHWII).

(e) Effective April 1, 2013, an employer may utilize alternate methods for the call-in of casual work, provided that:

- The call-in of work shall reflect the principles associated with Article 29.3(a) (Call-in Procedure).
- If the alternate methods provide for multiple means for contacting employees (e.g. email, text, pager, etc.), the employee shall be entitled to select their preferred means of contact, with the Employer keeping a record of the employee's selection.
- If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Article 29.3(d)(1) and (2) (Call-in Procedure).
- Any such alternate methods shall track the information required by Article 29.3(d)(3) (Call-in Procedure).
- Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.

29.4 Seniority List

(a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1st, April 1st, July 1st and October 1st (the "*adjustment*" dates) in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

(b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.

(c) Within two weeks of each adjustment date the Employer shall send to the union designate a revised copy:

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(1) of the master casual seniority list; and
(2) of each classification registry maintained by the Employer.

(d) Sections (a), (b), and (c) above shall not apply to casual Community Health Workers.

(e) Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WCB under Sections 191 or 192 of the *Workers Compensation Act*. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

29.5 Regular Part-Time Employees

(a) Regular part-time employees may register for casual work under this clause except that Article 29.1(a), (b), (c) and (d) (Casual Employees) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four days, the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

(b) Article 29.5 (Regular Part-Time Employees) shall not apply to Community Health Worker positions.

29.6 Increments

Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

29.7 Transfer to Casual Status

A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

29.8 Application of Agreement

Except as otherwise noted the provisions of the following articles do not apply to casual employees. The provisions of all other articles apply to casual employees unless otherwise explicitly stated.

- Article 11.2(a) Seniority List
- Article 11.5 Seniority Dates
- Article 13 Labour Adjustment and Technological Change
- Article 14.3 Scheduling Provisions
- Article 14.13 Job Fairs
- Article 15.3 Shift Schedules
- Article 16.9 Overtime for Part-Time Employees
- Article 16.11 Callback
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Pregnancy, Parental & Adoption Leave
- Article 25 Health Care Plans
- Article 27.2 Temporary Promotion or Transfer

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- Article 27.4 Promotions
- Article 27.5 Transfers
- Article 27.6 Demotions
- Article 27.7 Re-Employment After Retirement
- Article 27.8 Re-Employment After Voluntary Termination or Dismissal for Cause
- Article 27.9 Supervisory or Military Service
- Article 28 Sick Leave

29.9 Casual Employee Benefits

(a) (1) Upon completion of 180 hours of work, casual employees shall be given the option to enrol in both the dental plan and extended health plan provided by JCBT for casual employees.

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 JCBT or fails to maintain the required payments, the Employer shall terminate their enrolment. Thereafter the employee shall only be entitled to re-enrol if the employee so elects between December 1st and December 15th in any year to be effective the January 1st next following.

(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, they will be entitled to:

(1) reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health pursuant to paragraph (a) above for the period subsequent to the first 31 days in the position.

In any event, after the casual employee has filled the position for a period of six months, the casual employee shall be enrolled in both the dental plan and extended health plan provided by JCBT for casual employees.

(2) the ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 6% vacation benefit is not to be paid out on every payday but accrued instead;

(3) upon commencement in the appointment the employee shall accrue sick leave in accordance with Article 28 (Sick Leave) and be entitled to take such accrued sick leave in accordance with Article 28.3 (Sick Leave Pay) while working in the temporary vacancy.

Coverage under this section shall cease when either:

(i) the regular incumbent returns to the position, or
(ii) the casual employee is no longer working in the posted position.

(c) Benefit information and booklets including the details related to extended health and dental are available on the JCBT website at https://www.jcbt.ca/.

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 their rights and obligations under it.

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(b) The CBA shall be responsible for the cost of printing and distributing any printed collective agreements for employees. An electronic copy of the collective agreement shall be made available on the Unions' and HEABC's public websites.

(c) The parties shall arrange for the initial printing of agreements and agreements shall be printed in a union print shop and shall bear a recognized union label.

(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.

30.2 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

The Union recognizes and agrees that clients may participate in the day-to-day operations of the Employer for therapeutic value.

30.3 Meals

Employees who are required to prepare meals and eat the meals, or who are required to eat the meals, at the worksite with clients or residents shall have the same meal provided at no cost to the employee.

30.4 Job Sharing

The Employer shall not enter into any job sharing arrangements with employees without the written agreement of the Union.

30.5 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

30.6 Special Employment Programs

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

30.7 Article Headings

In this agreement titles shall be descriptive only and shall not form part of the interpretation of the agreement by the parties or an arbitration board.

30.8 Criminal Record Check

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

Effective the first pay period after April 1, 2026, the Employer shall pay or reimburse the employee for the cost of the fee of any criminal record check required by the Employer or legislation as a condition of continued employment, including the cost of finger printing, if required. The fee reimbursement shall not be prorated.

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30.9 Tax Forms

In accordance with the *Income Tax Act*, appropriate forms will be issued concerning compensation and allowances.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

(a) This agreement shall be binding and shall remain in effect until midnight March 31, 2029.

(b) The provisions of this agreement, except as otherwise specified, shall come into force and effect on April 1, 2025.

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, 2028 but in any event not later than midnight, December 31, 2028.

(b) Where no notice is given by either party prior to December 31, 2028, both parties shall be deemed to have given notice under this article on December 31, 2028.

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.

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SIGNED ON BEHALF OF THE ASSOCIATION:

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President, BCGEU

DocuSigned by:
Richard Tones
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Richard Tones
Spokesperson, CBA

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Executive Vice - President, BCGEU

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Scott De Long
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Kate Banky
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Jeremy Williams
Bargaining Committee Member, BCGEU

SIGNED ON BEHALF OF THE HEABC:

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Michael McMillan
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Michael McMillan, President and
Chief Executive Officer

Signed by:
Kristy Faris
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Kristy Faris
Strategic Negotiations Lead

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Connie Samuell
Executive Board VP, UFCW 1518

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Eleanor Smith
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Executive Board VP, UFCW 1518

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Alex Glassford
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Brenda Brown
Representative, HEU

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nicole Russell
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Nicole Russell
Bargaining Committee Member, HEU

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Donna Zmaeff
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Andy Healey
President, CUPE Local 5536

Signed by:
Dylan Webb
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Dylan Webb
Bargaining Committee Member, CUPE

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Manuela Lacentra
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Nancy Martin
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Brad Mores
Business Agent, USW

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Sonja Goleski
Interior Health Authority Delegate, USW

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Deborah Charrois
Director, Legal & Labour Relations, BC Nurses' Union

Date: October 22, 2026

Docusign Envelope ID: 33C10CEA-CDD7-8863-83A6-4EB84334F8D9

SCHEDULE A
Grid & Benchmark Titles

Grid	Benchmark Title	Grid	Benchmark Title
1	AS1 - Administrative Support 1 CHW1 - Community Health Worker 1 FSW - Food Service Worker HSK - Housekeeper T1 - Transport 1	33	ADV - Advocate DW2 - Detox Worker 2 FRW - Family Resource Worker SSW - Shelter Support Worker
2	AS2 - Administrative Support 2 CRC - Community Retail Clerk DSP - Dispatcher FC1 - Financial Clerk 1 T2 - Transport 2	34	SW2 - Support Worker 2 (*insert program name)
3	CSA - Custodian/Security Attendant	35	RC - Residence Coordinator
4	T3 - Transport 3	36	AS5 - Administrative Support 5
5	AS3 - Administrative Support 3	37	FCA1 - Financial/Contract Administrator 1
6	MM1 - Materials Management 1	38	PC2 - Program Coordinator 2
7	CRS - Community Retail Supervisor MW - Maintenance Worker TA - Therapy Aide	39	AA1 - Accounting Administrator 1
8	HUA - Health Unit Aide	40	AA2 - Accounting Administrator 2 FCA2 - Financial/Contract Administrator 2
9	CK1 - Cook 1 DA - Dental Assistant	41	AS6 - Administrative Support 6 RA - Research Analyst
10	FC2 - Financial Clerk 2 TS - Transportation Scheduler	42	ITA2 - Information Technology Administrator 2
11	ITA1 - Information Technology Administrator 1	43	ITA3 - Information Technology Administrator 3
12	CK2 - Cook 2 HRT - Health Records Technician INT - Interpreter	44	ITA4 - Information Technology Administrator 4
13	CK3 - Cook 3		
14	PA - Pharmacy Assistant		
15	RBA - Residence Building Attendant		
16	AA - Activity Assistant		
17	LA - Laboratory Assistant		
18	LT - Library Technician MM2 - Materials Management 2		
19	CDA - Certified Dental Assistant		
20	DW1 - Detox Worker 1 PAD - Payroll Administrator SCCW - Supported Child Care Worker		
21	AW - Activity Worker CHW2 - Community Health Worker 2 RCA - Resident Care Aide SW1 - Support Worker 1 (*insert program name)		
22	SEW - Supported Employment Worker		
23	AT1 - Audiometric Technician 1 DT - Dialysis Technician		
24	VC - Volunteer Coordinator		
25	AS4 - Administrative Support 4		
26	S1 - Scheduler 1		
27	MM3 - Materials Management 3		
28	RHA - Rehabilitation Assistant (New)		
29	AT2 - Audiometric Technician 2		
30	PC1 - Program Coordinator 1		

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Grid	Benchmark Title	Grid	Benchmark Title
31	AC - Activity Coordinator GF - Group Facilitator HSSS - Home Support Services Supervisor INS - Instructor	Note: Support Worker 1 (**insert program name)* was previously known as Assisted Living Worker 1 and Support Worker 2 (**insert program name*) was previously known as Assisted Living Worker 2.	
32	S2 - Scheduler 2		

SCHEDULE B
Wage Schedule

Community Subsector Wage Schedule Effective first pay period after April 1, 2025 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
1	$23.19	$24.00	$24.80
2	$23.68	$24.48	$25.28
3	$24.12	$24.94	$25.75
4	$25.04	$25.84	$26.71
5	$25.50	$26.31	$27.17
6	$25.85	$26.74	$27.65
7	$25.94	$26.79	$27.65
8	$26.31	$27.14	$28.04
9	$26.38	$27.23	$28.13
10	$26.45	$27.33	$28.13
11	$26.39	$27.18	$28.00
12	$26.87	$27.78	$28.58
13	$27.39	$28.21	$29.07
14	$27.68	$28.58	$29.43
15	$27.73	$28.62	$29.56
16	$27.87	$28.68	$29.56
17	$28.09	$29.03	$29.89
18	$28.29	$29.13	$30.02
19	$28.41	$29.26	$30.02
20	$28.75	$29.64	$30.49
21	$28.76	$29.65	$30.49
22	$29.19	$30.01	$30.49
23	$29.16	$30.07	$30.96
24	$29.27	$30.14	$30.96
25	$29.66	$30.57	$31.45
26	$29.72	$30.60	$31.45
27	$29.81	$30.65	$31.45
28	$30.26	$31.09	$31.89
29	$30.71	$31.58	$32.41
30	$31.05	$31.98	$32.85
31	$31.11	$32.01	$32.85
32	$31.60	$32.49	$33.32
33	$32.49	$33.39	$34.28
34	$32.51	$33.39	$34.28

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Community Subsector Wage Schedule Effective first pay period after April 1, 2025 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
35	$33.46	$34.35	$35.21
36	$34.72	$35.72	$36.65
37	$34.91	$35.78	$36.65
38	$35.01	$35.80	$36.65
39	$35.04	$35.85	$36.69
40	$37.43	$38.23	$39.11
41	$38.14	$39.04	$39.94
42	$42.14	$43.33	$44.49
43	$45.46	$46.53	$47.61
44	$45.69	$46.66	$47.61

Increment progression for all classifications under the agreement shall be as follows:

For employees hired on or after April 1, 2025:	
Step 1	Up to one year, or up to 1950 hours
Step 2	More than one year and up to and including two years, or Over 1950 hours up to and including 3900 hours
Step 3	More than two years and up to and including three years, or Over 3900 hours up to and including 5850 hours

Community Subsector Wage Schedule Effective first pay period after April 1, 2026 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
1	$23.89	$24.72	$25.54
2	$24.39	$25.21	$26.04
3	$24.84	$25.69	$26.52
4	$25.79	$26.62	$27.51
5	$26.27	$27.10	$27.99
6	$26.63	$27.54	$28.48
7	$26.72	$27.59	$28.48
8	$27.10	$27.95	$28.88
9	$27.17	$28.05	$28.97
10	$27.24	$28.15	$28.97
11	$27.18	$28.00	$28.84
12	$27.68	$28.61	$29.44
13	$28.21	$29.06	$29.94
14	$28.51	$29.44	$30.31
15	$28.56	$29.48	$30.45
16	$28.71	$29.54	$30.45
17	$28.93	$29.90	$30.79
18	$29.14	$30.00	$30.92
19	$29.26	$30.14	$30.92
20	$29.61	$30.53	$31.40
21	$29.62	$30.54	$31.40
22	$30.07	$30.91	$31.40
23	$30.03	$30.97	$31.89
24	$30.15	$31.04	$31.89

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Community Subsector Wage Schedule Effective first pay period after April 1, 2026 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
25	$30.55	$31.49	$32.39
26	$30.61	$31.52	$32.39
27	$30.70	$31.57	$32.39
28	$31.17	$32.02	$32.85
29	$31.63	$32.53	$33.38
30	$31.98	$32.94	$33.84
31	$32.04	$32.97	$33.84
32	$32.55	$33.46	$34.32
33	$33.46	$34.39	$35.31
34	$33.49	$34.39	$35.31
35	$34.46	$35.38	$36.27
36	$35.76	$36.79	$37.75
37	$35.96	$36.85	$37.75
38	$36.06	$36.87	$37.75
39	$36.09	$36.93	$37.79
40	$38.55	$39.38	$40.28
41	$39.28	$40.21	$41.14
42	$43.40	$44.63	$45.82
43	$46.82	$47.93	$49.04
44	$47.06	$48.06	$49.04

Increment progression for all classifications under the agreement shall be as follows:

For employees hired on or after April 1, 2026:	
Step 1	Up to one year, or up to 1950 hours
Step 2	More than one year and up to and including two years, or Over 1950 hours up to and including 3900 hours
Step 3	More than two years and up to and including three years, or Over 3900 hours up to and including 5850 hours

Community Subsector Wage Schedule Effective first pay period after April 1, 2027 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
1	$24.61	$25.46	$26.31
2	$25.12	$25.97	$26.82
3	$25.59	$26.46	$27.32
4	$26.56	$27.42	$28.34
5	$27.06	$27.91	$28.83
6	$27.43	$28.37	$29.33
7	$27.52	$28.42	$29.33
8	$27.91	$28.79	$29.75
9	$27.99	$28.89	$29.84
10	$28.06	$28.99	$29.84
11	$28.00	$28.84	$29.71
12	$28.51	$29.47	$30.32
13	$29.06	$29.93	$30.84
14	$29.37	$30.32	$31.22

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Community Subsector Wage Schedule Effective first pay period after April 1, 2027 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
15	$29.42	$30.36	$31.36
16	$29.57	$30.43	$31.36
17	$29.80	$30.80	$31.71
18	$30.01	$30.90	$31.85
19	$30.14	$31.04	$31.85
20	$30.50	$31.45	$32.34
21	$30.51	$31.46	$32.34
22	$30.97	$31.84	$32.34
23	$30.93	$31.90	$32.85
24	$31.05	$31.97	$32.85
25	$31.47	$32.43	$33.36
26	$31.53	$32.47	$33.36
27	$31.62	$32.52	$33.36
28	$32.11	$32.98	$33.84
29	$32.58	$33.51	$34.38
30	$32.94	$33.93	$34.86
31	$33.00	$33.96	$34.86
32	$33.53	$34.46	$35.35
33	$34.46	$35.42	$36.37
34	$34.49	$35.42	$36.37
35	$35.49	$36.44	$37.36
36	$36.83	$37.89	$38.88
37	$37.04	$37.96	$38.88
38	$37.14	$37.98	$38.88
39	$37.17	$38.04	$38.92
40	$39.71	$40.56	$41.49
41	$40.46	$41.42	$42.37
42	$44.70	$45.97	$47.19
43	$48.22	$49.37	$50.51
44	$48.47	$49.50	$50.51

Increment progression for all classifications under the agreement shall be as follows:

For employees hired on or after April 1, 2027:	
Step 1	Up to one year, or up to 1950 hours
Step 2	More than one year and up to and including two years, or Over 1950 hours up to and including 3900 hours
Step 3	More than two years and up to and including three years, or Over 3900 hours up to and including 5850 hours

Community Subsector Wage Schedule Effective first pay period after April 1, 2028 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
1	$25.35	$26.22	$27.10
2	$25.87	$26.75	$27.62
3	$26.36	$27.25	$28.14
4	$27.36	$28.24	$29.19

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Community Subsector Wage Schedule Effective first pay period after April 1, 2028 3% General Wage Increase			
Grid	**Step 1**	**Step 2**	**Step 3**
5	$27.87	$28.75	$29.69
6	$28.25	$29.22	$30.21
7	$28.35	$29.27	$30.21
8	$28.75	$29.65	$30.64
9	$28.83	$29.76	$30.74
10	$28.90	$29.86	$30.74
11	$28.84	$29.71	$30.60
12	$29.37	$30.35	$31.23
13	$29.93	$30.83	$31.77
14	$30.25	$31.23	$32.16
15	$30.30	$31.27	$32.30
16	$30.46	$31.34	$32.30
17	$30.69	$31.72	$32.66
18	$30.91	$31.83	$32.81
19	$31.04	$31.97	$32.81
20	$31.42	$32.39	$33.31
21	$31.43	$32.40	$33.31
22	$31.90	$32.80	$33.31
23	$31.86	$32.86	$33.84
24	$31.98	$32.93	$33.84
25	$32.41	$33.40	$34.36
26	$32.48	$33.44	$34.36
27	$32.57	$33.50	$34.36
28	$33.07	$33.97	$34.86
29	$33.56	$34.52	$35.41
30	$33.93	$34.95	$35.91
31	$33.99	$34.98	$35.91
32	$34.54	$35.49	$36.41
33	$35.49	$36.48	$37.46
34	$35.52	$36.48	$37.46
35	$36.55	$37.53	$38.48
36	$37.93	$39.03	$40.05
37	$38.15	$39.10	$40.05
38	$38.25	$39.12	$40.05
39	$38.29	$39.18	$40.09
40	$40.90	$41.78	$42.73
41	$41.67	$42.66	$43.64
42	$46.04	$47.35	$48.61
43	$49.67	$50.85	$52.03
44	$49.92	$50.99	$52.03

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Increment progression for all classifications under the agreement shall be as follows:

For employees hired on or after April 1, 2028:	
Step 1	Up to one year, or up to 1950 hours
Step 2	More than one year and up to and including two years, or Over 1950 hours up to and including 3900 hours
Step 3	More than two years and up to and including three years, or Over 3900 hours up to and including 5850 hours

CBA Year 1 Low Wage Redress (LWR) Benchmarks and Rates		**LWR Year 1 Rates**			**3% General Wage Increase**		
		Effective first pay period after Apr 1, 2025			**Effective first pay period after Apr 1, 2026**		
		Step 1	**Step 2**	**Step 3**	**Step 1**	**Step 2**	**Step 3**
CBA Benchmark	**CBA Grid**	**CBA Step 1 Wage Rate with LWR (April 2025)**	**CBA Step 2 Wage Rate with LWR (April 2025)**	**CBA Step 3 Wage Rate with LWR (April 2025)**	**CBA Step 1 Wage Rate with Y1 LWR and Y2 GWI**	**CBA Step 2 Wage Rate with Y1 LWR and Y2 GWI**	**CBA Step 3 Wage Rate with Y1 LWR and Y2 GWI**
Administrative Support 1	1	$23.35	$24.22	$25.07	$24.05	$24.95	$25.82
Community Health Worker 1	1	$23.35	$24.22	$25.07	$24.05	$24.95	$25.82
Food Service Worker	1	$23.35	$24.22	$25.07	$24.05	$24.95	$25.82
Housekeeper	1	$23.35	$24.22	$25.07	$24.05	$24.95	$25.82
Transport 1	1	$23.35	$24.22	$25.07	$24.05	$24.95	$25.82
Administrative Support 2	2	$23.83	$24.69	$25.54	$24.54	$25.43	$26.31
Community Retail Clerk	2	$23.83	$24.69	$25.54	$24.54	$25.43	$26.31
Dispatcher	2	$23.83	$24.69	$25.54	$24.54	$25.43	$26.31
Financial Clerk 1	2	$23.83	$24.69	$25.54	$24.54	$25.43	$26.31
Transport 2	2	$23.83	$24.69	$25.54	$24.54	$25.43	$26.31
Custodian/Security Attendant	3	$24.28	$25.16	$26.02	$25.01	$25.91	$26.80
Transport 3	4	$25.19	$26.05	$26.97	$25.95	$26.83	$27.78
Administrative Support 3	5	$25.65	$26.52	$27.43	$26.42	$27.32	$28.25
Materials Management 1	6	$26.00	$26.95	$27.91	$26.78	$27.76	$28.75
Community Retail Supervisor	7	$26.09	$27.00	$27.91	$26.87	$27.81	$28.75
Maintenance Worker	7	$26.09	$27.00	$27.91	$26.87	$27.81	$28.75
Therapy Aide	7	$26.09	$27.00	$27.91	$26.87	$27.81	$28.75
Information Technology Administrator 1	11	$26.39	$27.18	$28.00	$27.18	$28.00	$28.84
Health Unit Aide	8	$26.47	$27.36	$28.31	$27.26	$28.18	$29.16
Cook 1	9	$26.53	$27.44	$28.39	$27.33	$28.26	$29.24
Dental Assistant	9	$26.53	$27.44	$28.39	$27.33	$28.26	$29.24
Financial Clerk 2	10	$26.60	$27.54	$28.39	$27.40	$28.37	$29.24
Transportation Scheduler	10	$26.60	$27.54	$28.39	$27.40	$28.37	$29.24
Cook 2	12	$27.03	$28.00	$28.85	$27.84	$28.84	$29.72
Health Record Technician	12	$27.03	$28.00	$28.85	$27.84	$28.84	$29.72
Interpreter	12	$27.03	$28.00	$28.85	$27.84	$28.84	$29.72
Cook 3	13	$27.55	$28.43	$29.34	$28.38	$29.28	$30.22
Pharmacy Assistant	14	$27.83	$28.79	$29.69	$28.66	$29.65	$30.58

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CBA Year 1 Low Wage Redress (LWR) Benchmarks and Rates		LWR Year 1 Rates			3% General Wage Increase		
		Effective first pay period after Apr 1, 2025			Effective first pay period after Apr 1, 2026		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
CBA Benchmark	**CBA Grid**	**CBA Step 1 Wage Rate with LWR (April 2025)**	**CBA Step 2 Wage Rate with LWR (April 2025)**	**CBA Step 3 Wage Rate with LWR (April 2025)**	**CBA Step 1 Wage Rate with Y1 LWR and Y2 GWI**	**CBA Step 2 Wage Rate with Y1 LWR and Y2 GWI**	**CBA Step 3 Wage Rate with Y1 LWR and Y2 GWI**
Residence Building Attendant	15	$27.88	$28.83	$29.82	$28.72	$29.69	$30.71
Activity Assistant	16	$28.02	$28.89	$29.82	$28.86	$29.76	$30.71
Laboratory Assistant	17	$28.24	$29.24	$30.15	$29.09	$30.12	$31.05
Library Technician	18	$28.44	$29.34	$30.28	$29.29	$30.22	$31.19
Materials Management 2	18	$28.44	$29.34	$30.28	$29.29	$30.22	$31.19
Certified Dental Assistant	19	$28.56	$29.47	$30.28	$29.42	$30.35	$31.19
Detox Worker 1	20	$28.88	$29.82	$30.72	$29.75	$30.71	$31.64
Payroll Administrator	20	$28.88	$29.82	$30.72	$29.75	$30.71	$31.64
Supported Child Care Worker	20	$28.88	$29.82	$30.72	$29.75	$30.71	$31.64
Activity Worker	21	$28.89	$29.83	$30.72	$29.76	$30.72	$31.64
Community Health Worker 2	21	$28.89	$29.83	$30.72	$29.76	$30.72	$31.64
Resident Care Aide	21	$28.89	$29.83	$30.72	$29.76	$30.72	$31.64
Support Worker 1	21	$28.89	$29.83	$30.72	$29.76	$30.72	$31.64
Supported Employment Worker	22	$29.32	$30.19	$30.72	$30.20	$31.10	$31.64
Audiometric Technician 1	23	$29.29	$30.25	$31.18	$30.17	$31.16	$32.12
Dialysis Technician	23	$29.29	$30.25	$31.18	$30.17	$31.16	$32.12
Volunteer Coordinator	24	$29.40	$30.32	$31.18	$30.28	$31.23	$32.12
Administrative Support 4	25	$29.66	$30.57	$31.45	$30.55	$31.49	$32.39
Scheduler 1	26	$29.72	$30.60	$31.45	$30.61	$31.52	$32.39
Materials Management 3	27	$29.81	$30.65	$31.45	$30.70	$31.57	$32.39
Rehabilitation Assistant	28	$30.26	$31.09	$31.89	$31.17	$32.02	$32.85
Audiometric Technician 2	29	$30.71	$31.58	$32.41	$31.63	$32.53	$33.38
Program Coordinator 1	30	$31.05	$31.98	$32.85	$31.98	$32.94	$33.84
Activity Coordinator	31	$31.11	$32.01	$32.85	$32.04	$32.97	$33.84
Group Facilitator	31	$31.11	$32.01	$32.85	$32.04	$32.97	$33.84
Home Support Services Supervisor	31	$31.11	$32.01	$32.85	$32.04	$32.97	$33.84
Instructor	31	$31.11	$32.01	$32.85	$32.04	$32.97	$33.84
Scheduler 2	32	$31.60	$32.49	$33.32	$32.55	$33.46	$34.32
Advocate	33	$32.49	$33.39	$34.28	$33.46	$34.39	$35.31
Detox Worker 2	33	$32.49	$33.39	$34.28	$33.46	$34.39	$35.31
Family Resource Worker	33	$32.49	$33.39	$34.28	$33.46	$34.39	$35.31
Shelter Support Worker	33	$32.49	$33.39	$34.28	$33.46	$34.39	$35.31
Support Worker 2	34	$32.51	$33.39	$34.28	$33.49	$34.39	$35.31

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CBA Year 1 Low Wage Redress (LWR) Benchmarks and Rates		LWR Year 1 Rates			3% General Wage Increase		
		Effective first pay period after Apr 1, 2025			Effective first pay period after Apr 1, 2026		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
CBA Benchmark	CBA Grid	CBA Step 1 Wage Rate with LWR (April 2025)	CBA Step 2 Wage Rate with LWR (April 2025)	CBA Step 3 Wage Rate with LWR (April 2025)	CBA Step 1 Wage Rate with Y1 LWR and Y2 GWI	CBA Step 2 Wage Rate with Y1 LWR and Y2 GWI	CBA Step 3 Wage Rate with Y1 LWR and Y2 GWI
Residence Coordinator	35	$33.46	$34.35	$35.21	$34.46	$35.38	$36.27
Administrative Support 5	36	$34.72	$35.72	$36.65	$35.76	$36.79	$37.75
Financial/Contract Administrator 1	37	$34.91	$35.78	$36.65	$35.96	$36.85	$37.75
Program Coordinator 2	38	$35.01	$35.80	$36.65	$36.06	$36.87	$37.75
Accounting Administrator 1	39	$35.05	$35.86	$36.70	$36.10	$36.94	$37.80
Accounting Administrator 2	40	$37.43	$38.23	$39.11	$38.55	$39.38	$40.28
Financial/Contract Administrator 2	40	$37.43	$38.23	$39.11	$38.55	$39.38	$40.28
Administrative Support 6	41	$38.14	$39.04	$39.94	$39.28	$40.21	$41.14
Research Analyst	41	$38.14	$39.04	$39.94	$39.28	$40.21	$41.14
Information Technology Administrator 2	42	$42.14	$43.33	$44.49	$43.40	$44.63	$45.82
Information Technology Administrator 3	43	$45.46	$46.53	$47.61	$46.82	$47.93	$49.04
Information Technology Administrator 4	44	$45.69	$46.66	$47.61	$47.06	$48.06	$49.04

1. 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:

Year 1: April 1, 2025: 3% general wage increase (GWI)
Year 2: April 1, 2026: 3% GWI
Year 3: April 1, 2027: 3% GWI
Year 4: April 1, 2028: 3% GWI

2. LOW WAGE REDRESS LANGUAGE

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 within six weeks of ratification.

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To address priority low wage redress issues during the term of the collective agreement, HEABC will provide $32,418,000 in annualized, ongoing low wage redress funding that includes associated wage-related costs by fiscal year 2028/2029. The funding for low wage redress for wage comparability adjustments will build over four years, will be allocated in each fiscal year, and will include associated wage-related costs for each fiscal year:

- $6,360,000 effective the first pay period after April 1, 2025
- $7,213,000 effective the first pay period after April 1, 2026
- $7,830,000 effective the first pay period after April 1, 2027
- $8,890,000 effective the first pay period after April 1, 2028

Effective April 1, 2027, the ongoing funding from April 1, 2025, of $6,360,000 will increase to $7,356,000 from the transition of supportive housing employees into the CBA Collective Agreement. Effective April 1, 2027, the ongoing funding from April 1, 2026, of $7,213,000 will increase to $8,342,00 from the transition of supportive housing employees into the CBA Collective Agreement.

The expenditure resulting from the Committee's review must be fully utilized but cannot exceed $32,418,000 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.

Dispute Resolution

- The parties agree that any disputes arising from this review will be referred to Arbitrator Ken Saunders who will issue a decision as soon as possible.
- The Arbitrator is bound by the principles and the funding limits and the effect of their decision cannot exceed the $32.4 million ongoing costs specified above.

SCHEDULE C
Job Evaluation and Classification

In recognizing the unique characteristics of the Community Subsector, the parties agree to develop customized benchmarks that reflect the organization of the workplace and the manner in which work is provided in the Community Subsector. The parties also agree to develop a classification manual and maintenance agreement that is customized to meet the needs of the Community Subsector. In the application of this understanding, the Guiding Concepts are:

1. The method of job classification in the Community Subsector should be:

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- easy to apply and administer;
- explainable in non-technical terms;
- logical and functional to users;
- fair and acceptable;
- based on input from employees and employers;
- reflect the organization of the workplace in this subsector.

2. Job classification is based on a process of comparing the overall scope and level of responsibility of work in the Community Subsector to agreed-upon Community Subsector benchmarks.

3. The comparing of the overall scope and level of the responsibility of work in the Community Subsector is based on the following:

   - the Employer is responsible to prepare job descriptions;
   - the Employer and Union are to review and agree upon job descriptions to ensure they are an accurate reflection of the level of the scope and responsibility of work;
   - job descriptions are compared and matched to Benchmarks based on a best fit to the overall scope and level of responsibility of work and range of qualifications.

4. The Community Subsector Benchmarks shall be jointly developed between the Employer and the Union and shall include:

   - a statement of the overall scope and responsibility of work;
   - a listing of typical job duties reflecting the responsibility of work being done;
   - the range or level of qualifications or equivalencies normally required.

The classification system shall have a classification manual and maintenance agreement outlining the classification and administrative process. The parties agree that the method of job classification in the Community Subsector must be responsive to the needs of the Subsector, and that the methods developed will be done in response to the needs of the community or to enhance the principles contained herein.

MAINTENANCE AGREEMENT

1. Introduction

1.1 The purpose of this maintenance agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Health Service & Support (Community) Subsector.

2. Coverage

2.1 The provisions of this agreement shall apply to all work that is now or shall come within the scope of the Health Service & Support (Community) Subsector Collective Agreement. This agreement, including the Classification Manual, shall be incorporated in and become part of the collective agreement.

2.2 This agreement shall be subject to the grievance and arbitration procedures under the collective agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

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(a) Subject to the collective agreement and subject to procedures of this agreement, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.

(b) The Union has the right to enforce all the provisions of the collective agreement and this agreement and in particular may ensure that:

(i) a job has been established in a proper manner under the terms of the collective agreement and this agreement;

(ii) a job description accurately describes the work required to be done;

(iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;

(iv) a job is properly classified in relation to the benchmarks; and

(v) a position is assigned to an appropriate job description.

(c) Where a conflict arises between the collective agreement and this agreement, the collective agreement shall take precedence.

4. Benchmark Class Specifications

4.1 The benchmark class specifications, hereafter referred to as benchmarks, in existence at the date of this agreement and agreed to by the parties and listed in Schedule A (Grid & Benchmark Titles) shall constitute the sole criteria for classifying work covered by the collective agreement. Except as provided for in Article 9.7(d) (Classification Dispute Resolution Process) of the maintenance agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by mutual agreement between the HEABC and the Association. Neither party shall withhold mutual agreement unreasonably.

4.2 Each benchmark shall be assigned to an appropriate Classification Grid, which shall be deemed to comprise part of the benchmark.

5. Job Descriptions

5.1 The Employer shall prepare job descriptions for all jobs for which the Union is the certified bargaining agent.

5.2 All job descriptions must be drafted in a similar format to include the job title, the benchmark against which the job has been classified and the classification grid, a job summary, a listing of the typical job duties, and the qualifications required to perform the job.

5.3 If the job is anomalous, the classification will be listed as "*anomalous*" on the job description.

5.4 Each regular employee is entitled to a copy of the recognized job description for their position.

6. Classification of New Jobs and Changes to Existing Jobs or Positions

6.1 The Employer will review the job description and compare it to the classification benchmarks to determine the appropriate classification and pay rate for the job.

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6.2 Where the Employer makes a material change to an existing job, it shall revise the job description. The revised job description will be provided to all employees who are subject to that job within 20 calendar days.

Where a pay rate adjustment occurs as a result of the Employer revising an existing position, the increase shall take effect on the first day an employee occupies the position after it was revised.

6.3 (a) Where the Employer makes a material change to an existing job or establishes a new job and the Employer considers that the changed or established job is anomalous, as defined in Article 11 (Definitions) of the maintenance agreement, the Employer shall:

(b) revise the job description of the materially changed job or write a new job description for the newly established job;

(c) assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job classification. The Employer shall determine the classification grid of the anomalous job by comparing the job to the existing community benchmarks and not to other jobs and positions; and

(d) forward the completed job description and classification grid to the Union and the Association within 20 calendar days.

7. Classification Reviews

7.1 Where the Union or an employee considers that a position is not assigned to an appropriate benchmark, either of them may request the most current job description for the job and file a classification review request.

7.2 The employee and/or a Representative designated by the Union shall complete a "*Classification Review Form*" indicating the reasons they believe that the benchmark to which their position has been matched is inappropriate. The Classification Review Form shall also indicate the benchmark that they believe is the appropriate match for the position, or the classification grid if the job is thought to be anomalous. The Classification Review Form and any attachments shall be submitted to the Employer.

7.3 Within 30 calendar days of the receipt of a Classification Review Form the Employer shall review the request and notify the Union and the HEABC of its determination in writing.

7.4 If the Employer's written determination is not acceptable, or not provided within the time limit, the Union may, within a further period of 30 calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Article 9 (Classification Dispute Resolution Process) of the maintenance agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.

7.5 Within 60 calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.

7.6 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within 30 calendar days, submit an Agreed Statement of Facts to the Classification Referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are

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unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute and the issue(s) that are the subject of the dispute.

8. Anomalous Job Review

8.1 Where the Association or the HEABC considers that an anomalous job has ceased being anomalous, it shall notify the other party in writing and propose a benchmark for the position and a classification grid to be assigned.

8.2 Within 90 calendar days of receipt of the notification, the responding party shall inform the notifying party of whether it agrees that the anomalous job has ceased being anomalous and whether it agrees with the proposed benchmark and classification grid. If:

(a) the responding party does not agree that the anomalous job has ceased being anomalous, then, within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision;

(b) the responding party agrees that the anomalous job has ceased being anomalous, but does not agree with the proposed benchmark and/or classification grid, the responding party shall propose an alternative benchmark and/or classification grid.

8.3 If the parties are unable to resolve the benchmark and/or classification grid dispute within a further 60 calendar days, either party may refer the matter to a Classification Referee for a final and binding decision.

8.4 No incumbent of an anomalous job that is subsequently matched to a new or existing benchmark through this process shall have their rate of pay reduced for as long as they occupy the same job.

9. Classification Dispute Resolution Process

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

9.2 The parties shall meet every month, or as often as required, to review outstanding Classification Review Requests referred in accordance with Article 7.6 to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

9.3 The HEABC and the Union shall attempt to mutually agree to use an expedited arbitration process to resolve classification disputes. If the parties are unable to mutually agree to submit an outstanding classification review request to expedited arbitration the matter shall be resolved using full arbitration.

9.4 The expedited arbitration process shall be governed by the following principles:

(a) The location of the hearing shall be agreed to by the parties.

(b) Unless otherwise mutually agreed, each party shall be limited to a four-hour presentation.

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(c) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.

(d) The parties agree to make limited use of authorities during their presentations.

(e) The decision of the Classification Referee shall be final and binding on both parties.

(f) All decisions of the Classification Referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

9.5 Unless mutually agreed, expedited arbitration shall not be used in disputes where the decision may result in the development of a new benchmark pursuant to Article 9.7(d) of the maintenance agreement.

9.6 Within 60 calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Referee shall make every effort to hear either the full or the expedited arbitration and render a final and binding decision in writing.

9.7 The decision of the Classification Referee shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Referee shall be limited to a direction that:

(a) the position be assigned to another existing job description;

(b) a new job description be prepared by the Employer that more appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;

(c) except as outlined in Article 9.7(d) and (e) of the maintenance agreement, the job be appropriately classified, provided that the Classification Referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;

(d) where the Classification Referee concludes that a position does not conform to an existing benchmark and is not an anomalous job, the Classification Referee shall notify the HEABC, the Association and the Union of their decision. The HEABC and the Association shall then endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within 30 calendar days to the Classification Referee as to the appropriate benchmark to be established. The Classification Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Classification Referee shall be binding on the parties. The Classification Referee shall also establish an appropriate Classification Grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Referee shall not have the jurisdiction to establish new wage rates or classification grids (See Note 1).

(e) where the Classification Referee determines that the position is anomalous, the Classification Referee shall assign the job to one of the existing classification grids on the basis of best fit according to the overall type of duties and scope and level of responsibilities to an extent material for a reasonable standard of job

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classification. The decision of the Classification Referee shall be binding on the parties.

9.8 Arbitration hearings called by the Classification Referee shall have the same status as an arbitration pursuant to Article 9 (Arbitration) of the collective agreement.

9.9 The fees and expenses of the Classification Referee for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

10. Pay Adjustments

10.1 Where the rate of pay of a job or position is adjusted upward, the employee shall be placed on the lowest step of the new pay range which will give them an increase as follows:

(a) Where a job has an increment structure based on hours of service the employee shall receive the increment rate that is immediately higher than their wage rate immediately prior to the pay rate adjustment. Further increment increases shall be based on hours worked in the job from the effective date of the pay rate adjustment.

(b) Where a job has an increment structure based on calendar length of service the employee shall receive the increment rate that is immediately higher than their wage rate immediately prior to the adjustment. Further increment increases shall be based on calendar length of service in the job from the effective date of the pay rate adjustment.

10.2 The effective date of pay rate adjustments is determined as follows:

(a) Where a pay rate adjustment occurs as a result of a Classification Review initiated by an employee or the Union, the increase shall take effect on the date the Classification Review Request is received by the Employer.

10.3 Where the rate of pay of a job or position is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until the wage rate in the new job or position equals or exceeds it.

Definitions

1. *Position*: A group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.

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

3. *Other Related Duties*: The phrase "*Other Related Duties*" shall include those additional duties related to the job and/or the operation of the organization that may be assigned to the incumbent.

4. *Anomalous Job*: A unique job with an overall set of duties that cannot be properly classified using any of the existing benchmarks.

Note 1:

The matter in Bold is resolved with the proviso that the number of grids agreed to will be sufficient for the Association. The Employer does not agree with the Association's position that the default

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is that the Classification Referee can establish new wage rates if the Association believes that the number of grids are insufficient. In the event the Association maintains that the number of grids are insufficient, the parties reserve the right to arbitrate this issue at a later date if it is not resolved.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual outlines the definitions, format and principles of classification to be followed in matching jobs or positions to the benchmark class specifications, hereafter called benchmarks, contained in the maintenance agreement, and forms part of the maintenance agreement.

2. Benchmarks

2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs or positions are distinguished and classified under the Classification System.

2.2 Benchmarks also set forth the range or level of qualifications appropriate for a position classified to the level of the benchmark(s).

2.3 Benchmarks do not describe jobs or positions. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

3. Format of Benchmarks

3.1 *Job Families*

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a "*job family*". There are seven job families in the Classification System:

1) Client Services
2) Health Services
3) Administrative Services
4) Food Services
5) Environmental Services
6) Transportation Services
7) Miscellaneous

3.2 *Benchmark Title*

Each benchmark within a job family is identified by a benchmark title. For example: **(NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

Job Family:	Client Services
Benchmark Title:	Community Health Worker X
Benchmark Title:	Community Health Worker Y

3.3 *Wage Rate*

Each benchmark shall be assigned a classification grid. Each classification grid has a corresponding wage rate, which is listed in Schedule B of the collective agreement. For example: **(NOTE: THIS IS FOR ILLUSTRATIVE PURPOSES ONLY**)

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Benchmark Title: Community Health Worker 2
Classification Grid: X

The wage rate for the X Classification Grid, at April 1, 2000, per Schedule B (Wage Schedule) is: $XX.XX per hour

3.4 *Benchmark Duties*

(a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job or position being classified at the benchmark level.

(b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the Scope and Level Definition.

3.5 *Benchmark Qualifications*

(a) The qualifications set forth in a benchmark reflect the range or level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.

(b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid in order to meet the unique work organization in the Community subsector.

(c) Membership in a professional association or group is not a required qualification for any position under the Classification System unless required by legislation or regulation.

4. Anomalous Jobs

4.1 Anomalous jobs in this agreement shall be defined pursuant to Section 11 of the maintenance agreement.

4.2 Jobs which can be integrated are not considered anomalous jobs.

4.3 Anomalous jobs are assigned a classification grid on the basis of best fit according to overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

4.4 Where the HEABC and the Association identify anomalous jobs with essentially similar duties and scope and level of responsibilities, a benchmark may be created.

5. Principles of Classification

5.1 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished under the broad banding classification system. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.

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5.2 *Integrated Jobs*: Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job shall be classified at the highest classification of the jobs being performed.

5.3 *Special Licences and Certificates*: Where an employee is required to carry a special licence such as a certified dental assistant licence or practical nurse's licence, they should be classified consistently with such licence, certification, or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

5.4 Jobs and positions are classified only by comparison to the benchmarks and not by comparison to other jobs and positions.

5.5 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

6. Glossary of Terms

The parties agree that the Glossary of Terms is outstanding, is not the subject of the February 13, 2001 arbitration, and is yet to be discussed.

1. Layering over:

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

The layered over wage rate will be the next highest classification grid higher than the classification grid 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 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.

APPENDIX 1
List of Employers - Generated as of July 2026
(Errors and Omissions Excepted)

The following list of employers is for information purposes only and may vary from the list of employers attached to the Community Subsector consolidated certifications issued by the Labour Relations Board, as amended from time to time. If there is an inconsistency between the two lists, the LRB certification lists and case law will apply.

1. HEABC and the CBA agree to update the list of common names, legal names, and unions on a joint housekeeping basis to reflect active certifications at the time of ratification of this collective agreement prior to publication of the collective agreement.

2. HEABC and the CBA agree to update the Community Subsector consolidated certifications issued by the Labour Relations Board on a joint housekeeping basis to reflect consolidated seniority at health authority employers.

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Common Name	Legal Name	Union
18th Street Community Care Society (Hendicourt Place, MCC Place, Queen's Place, Sutherland Place, Westview Place)	18th Street Community Care Society	HEU
Kimbelee Place	484017 BC Ltd.	HEU
Westminster House	547727 BC Ltd.	BCGEU
Francis House	650600 BC Ltd.	BCGEU
Granville House	650603 BC Ltd.	HEU
Active Support Against Poverty Housing Society*	Active Support Against Poverty Housing Society*	BCGEU
Alouette Addictions Services	Alouette Addictions Services Society	HSA
Amata Transition House Society*	Amata Transition House Society*	HEU
Ann Davis Transition Society*	Ann Davis Transition Society*	BCGEU
Argyll Lodge	Argyll Lodge Ltd.	HEU
Arrow and Slocan Lakes Community Services	Arrow and Slocan Lakes Community Services	UFCW
Association Advocating for Women and Community*	Association Advocating for Women and Community*	BCGEU
Atira Women's Resource Society*	Atira Women's Resource Society*	BCGEU
AVI Health & Community Services Society	AVI Health & Community Services Society, Victoria	BCGEU
Avonlea House	Avonlea Care Centre Limited	HEU
Barberry Lodge	Azimuth Health Program Management Ltd.	BCGEU
Sun Pointe Village	Baptist Housing Care Home Society, The	HEU
Village at Mill Creek	Baptist Housing Care Home Society, The	HEU
Village at Smith Creek	Baptist Housing Care Home Society, The	HEU
Bloom Group, The	Bloom Group Community Services Society, The	HEU
Brella Community Services Society	Brella Community Services Society	HEU
Centre for Ability (The)	British Columbia Centre for Ability Association	BCGEU
Campbell River and District Adult Day Care Society	Campbell River and District Adult Care Society	UFCW
Campbell River and North Island Transition Society*	Campbell River and North Island Transition Society*	HSA
CMHA, Prince George Branch	Canadian Mental Health Association of Northern BC	HEU
CMHA, BC Division	Canadian Mental Health Association, BC Division	HSA
CMHA Cariboo Chilcotin Branch (Jubilee House, Jubilee Place)	Canadian Mental Health Association, Cariboo Chilcotin Branch	HEU
CMHA, Cowichan Valley Branch, 1992	Canadian Mental Health Association, Cowichan Valley Branch, 1992	HSA
CMHA Kamloops Branch	Canadian Mental Health Association, Kamloops Branch	HEU
CMHA, Lower Mainland Branch (employees at worksites formerly under CMHA – Simon Fraser Branch)	Canadian Mental Health Association, Lower Mainland Branch	BCGEU
CMHA, Lower Mainland Branch (employees at worksites formerly under the CMHA Vancouver Burnaby Branch	Canadian Mental Health Association, Lower Mainland Branch	HEU
CMHA Mid Island Branch (Nanaimo Site)	Canadian Mental Health Association, Mid Island Branch	BCGEU
CMHA Port Alberni Branch New Horizons Centre	Canadian Mental Health Association, Port Alberni Branch	CUPE
CMHA Shuswap/Revelstoke Branch	Canadian Mental Health Association, Shuswap/Revelstoke Branch	HEU
CMHA South Cariboo Branch	Canadian Mental Health Association, South Cariboo Branch	HEU
CMHA South Okanagan Similkameen Branch	Canadian Mental Health Association, South Okanagan Similkameen Branch	HEU
CMHA, Vernon & District Branch (Aberdeen House)	Canadian Mental Health Association, Vernon and District Branch	BCGEU
Catholic Charities of the Archdiocese of Vancouver*	Catholic Charities of the Archdiocese of Vancouver*	BCGEU
Cedar Strong Prevention and Intervention Society*	Cedar Strong Prevention and Intervention Society*	BCGEU
Central Okanagan Emergency Shelter Society*	Central Okanagan Emergency Shelter Society*	BCGEU
Centre for Child Development, The	Centre for Child Development of Lower Mainland	HSA
Lookout Preschool	Centre for Child Development of Lower Mainland, The	HSA
Chelsey House	Chelsey House (2003) Ltd.	HEU
Bodie/Dunbar House	Cheshire Homes Society of British Columbia	HEU
King Edward House	Cheshire Homes Society of British Columbia	HEU
Langley Timbers Apartments Program	Cheshire Homes Society of British Columbia	HEU
Larkin House	Cheshire Homes Society of British Columbia	BCGEU

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Common Name	Legal Name	Union
Child Development Centre of Prince George and District Association, The	Child Development Centre of Prince George and District Association, The	HSA
Child Development Centre of Fort. St. John and District	Child Development Centre Society of Fort St. John and District	HSA
Birchwood House, Emerald House, Magnolia House	Coast Foundation Society (1974)	BCGEU
Coast Foundation Society	Coast Foundation Society (1974)	HEU
Community Action Initiative	Community Action Initiative Society of BC	HSA
Community Builders Benevolence Group*	Community Builders Benevolence Group*	BCGEU
Comox Valley Child Development Association	Comox Valley Child Development Association	HSA
Comox Valley Transition Society*	Comox Valley Transition Society*	HSA
Country Squire Villa	Country Squire Retirement Villa Ltd.	HEU
Creative Centre Society for Mental Wellness	Creative Centre Society for Mental Wellness	BCGEU
Crestlene Lodge	Crestlene Lodge Ltd.	BCGEU
Crossreach Project of Vancouver	Crossreach Project of Vancouver	HEU
Cythera Transition House Society*	Cythera Transition House Society*	BCGEU
Saanich House	Dawn Davies Health Care Ltd.	BCGEU
Day One Society	Day One Treatment Society	BCGEU
Delta Lodge Ltd.	Delta Lodge Ltd.	HEU
Dixon Transition Society	Dixon Transition Society	HSA
Down's Residence	Down's Enterprises Ltd.	BCGEU
Downtown Eastside Women's Centre Association, The*	Downtown Eastside Women's Centre Association, The*	BCGEU
East Kootenay Addiction Services Society	East Kootenay Addiction Services Society	BCGEU
Elizabeth Fry Society of Greater Vancouver, The*	Elizabeth Fry Society of Greater Vancouver, The*	BCGEU
Everywoman's Health Centre	Everywoman's Health Centre Society (1988)	HEU
CRESST Fraser Valley	Fraser Health Authority	BCGEU
CRESST South Fraser	Fraser Health Authority	BCGEU
Fraser Cheam Home Support	Fraser Health Authority	BCGEU
Fraser Valley Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs, and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Abbotsford, Chilliwack, Hope and Mission Community and Mental Health Services Offices; Agassiz Community Health Services Office)	Fraser Health Authority	BCGEU
Maple Ridge Treatment Centre	Fraser Health Authority	BCGEU
Ridge Meadows Home Support	Fraser Health Authority	BCGEU
Simon Fraser Health Services Delivery Area (employees at floors 1, 3 and 4 at 4969 Canada Way, Burnaby, BC)	Fraser Health Authority	CUPE
Simon Fraser Health Services Delivery Area (employees at 537 Carnarvon St., New Westminster, BC)	Fraser Health Authority	CUPE
Simon Fraser Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs, and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Burnaby Psychiatric Services Adult In-Patient Unit and Out-Patient Units: Burnaby North, Burnaby South and Burnaby Lougheed, Fraser Valley, Tri-Cities and Westcoast Mental Health Services offices; Maple Ridge and New Westminster Community and Mental Health Service Offices, Simon Fraser Community Health Unit Offices, South Slope Elementary School Audiology Unit)	Fraser Health Authority	BCGEU
Simon Fraser Home Support	Fraser Health Authority	UFCW

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Common Name	Legal Name	Union
South Fraser Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs, and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Delta, Langley, Surrey and White Rock/South Surrey Health Services offices	Fraser Health Authority	BCGEU
Valley Home Support	Fraser Health Authority	BCGEU
Fraser Valley Child Development Centre	Fraser Valley Child Development (1982) Society	HSA
Infant Development Program	Fraser Valley Child Development (1982) Society	HSA
Greater Vancouver Community Services	Greater Vancouver Community Services Society	BCGEU, UFCW
Haven Society: Promoting the Safety of Women, Children, Youth and Families*	Haven Society: Promoting the Safety of Women, Children, Youth and Families	HSA
Family Respite Centre	Health and Home Care Society of British Columbia	HEU
Hornby and Denman Health	Hornby and Denman Community Health Care Society	UFCW
Icelandic Harbour	Icelandic Care Home Hofn Society, The	HEU, HSA
Oriole Lodge	Ilapagu Investments	BCGEU
100 Mile House Alcohol and Drug Services	Interior Health Authority	BCGEU
Armstrong Spallumcheen Home Support	Interior Health Authority	UFCW
Ashcroft and District Home Support	Interior Health Authority	UFCW
Barriere Home Support	Interior Health Authority	UFCW
Boundary Home Support	Interior Health Authority	UFCW
Braemore Lodge	Interior Health Authority	HEU
Castlegar and District Home Support	Interior Health Authority	HEU, UFCW
Central Cariboo Home Support	Interior Health Authority	USW
Chase Home Support	Interior Health Authority	UFCW
Clearwater Home Support	Interior Health Authority	UFCW
Columbia Valley Home Support	Interior Health Authority	HEU
Cranbrook Home Support	Interior Health Authority	UFCW
Creston Alcohol and Drug	Interior Health Authority	BCGEU
Creston Valley Home Support	Interior Health Authority	UFCW
East Kootenay Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Cranbrook, Creston, Fernie, Golden, Invermere and Sparwood Community and Mental Health Services offices; Kimberley Community Health Services offices)	Interior Health Authority	BCGEU
Elk Valley Home Support	Interior Health Authority	BCGEU
Enderby and District Home Support	Interior Health Authority	UFCW
Fernie and District Home Support	Interior Health Authority	UFCW
Friend of Friends Clubhouse	Interior Health Authority	HEU
Golden and District Home Support	Interior Health Authority	HEU
Greater Trail Home Support	Interior Health Authority	UFCW
Hillside Interior Adult Psychiatric Centre	Interior Health Authority	BCGEU
Kamloops Home Support	Interior Health Authority	UFCW
Kelowna Home Support	Interior Health Authority	UFCW
Kimberley and District Home Support	Interior Health Authority	HEU, UFCW

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Common Name	Legal Name	Union
Kootenay Boundary Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Castlegar, Grand Forks, Nelson and Trail Community and Mental Health Services offices; Fruitvale, Greenwood, Kaslo and Nakusp Community Health Services offices)	Interior Health Authority	BCGEU
Lillooet Home Support	Interior Health Authority	HEU
Merritt Home Support	Interior Health Authority	BCGEU, UFCW
Nelson & District Home Support	Interior Health Authority	UFCW
Okanagan Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Armstrong, Enderby and Sicamous Community Health Services offices, Revelstoke, Salmon Arm, and Vernon community and Mental health Services Offices	Interior Health Authority	BCGEU
Okanagan Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Keremeos, Oliver, Summerland and Westbank Community Health Services offices; Kelowna, Osoyoos, Penticton and Princeton Community and Mental Health Services offices)	Interior Health Authority	BCGEU
Okanagan Health Services Delivery Area Community Mental Health Services & Alcohol and Drug Treatment Centre services provided by the former North Okanagan Health Region	Interior Health Authority	HEU
Penticton Health Centre	Interior Health Authority	HEU
Penticton Home Support (Office Staff)	Interior Health Authority	BCGEU
Penticton Home Support	Interior Health Authority	UFCW
Revelstoke Home Support	Interior Health Authority	HEU
Shuswap Home Support	Interior Health Authority	UFCW
South Cariboo Family Services	Interior Health Authority	HEU
South Cariboo Home Support	Interior Health Authority	USW
South Hills Tertiary Psychiatric Rehabilitation Centre, Apple Lane Tertiary Mental Health Residential Unit, Hilltop House Tertiary Mental Health Specialized Residential Care Home	Interior Health Authority	BCGEU
South Okanagan Home Support	Interior Health Authority	HEU, UFCW
South Similkameen Health Centre	Interior Health Authority	HEU, UFCW
Summerland Community Health Services	Interior Health Authority	BCGEU
Thompson Cariboo Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Kamloops Community and Mental Health Services offices, Ashcroft, Clearwater, Lillooet and Merritt Community Health Services Office)	Interior Health Authority	BCGEU
Thompson Cariboo Health Services Delivery Area Community Respite Program services provided by the former South Cariboo Community Health Council)	Interior Health Authority	HEU

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Common Name	Legal Name	Union
Thompson Cariboo Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations:100 Mile House and Williams Lake Community and Mental Health Services offices)	Interior Health Authority	BCGEU
Vernon and District Home Support	Interior Health Authority	HEU, UFCW
West Chilcotin Nursing Station	Interior Health Authority	BCGEU
Williams Lake Alcohol and Drug Program	Interior Health Authority	BCGEU
New Greenwood Lodge	Invicta Enterprises Incorporated	HEU
Ishtar Women's Resource Society*	Ishtar Women's Resource Society*	BCGEU
Greenridge Place	Island Community Mental Health Association	BCGEU
Island Community Mental Health Association	Island Community Mental Health Association	HEU
McCauley Lodge	Island Community Mental Health Association	HEU
Island Crisis Care Society*	Island Crisis Care Society*	BCGEU
Islanders Working Against Violence Society*	Islanders Working Against Violence Society*	HSA
James Bay Health and Community Services Society	James Bay Health and Community Services Society	BCGEU
Scottsdale House	Jesus and Nora Supnet	BCGEU
Gaumont Residence	Joanne Novak (Gaumont Residence)	HEU
Garden Manor	Kamloops Personal Care Home Ltd.	HEU
Kettle Friendship Society	Kettle Friendship Society (The)	HSA
George Schmidt Centre	Kinghaven Peardonville House Society	BCGEU
Kinghaven Treatment Centre	Kinghaven Peardonville House Society	BCGEU
Peardonville House Treatment Centre	Kinghaven Peardonville House Society	BCGEU
Ksan House Society*	Ksan House Society*	BCGEU
L'Chaim Centre for Adult Daycare	L'Chaim Adult Daycare Society	HEU
Ladysmith Resources Centre Association*	Ladysmith Resources Centre Association*	CUPE
LIFT Community Services of qathet Society*	LIFT Community Services of qathet Society*	BCGEU
Lookout Centre	Lookout Housing and Health Society	BCGEU
Lower Similkameen Community Services	Lower Similkameen Community Services Society	UFCW
Marineview Housing Society	Marineview Housing Society	HEU
Melody House	Melody House Group Homes Inc.	BCGEU
Menno Apartments	Mennonite Benevolent Society	HEU
Mission Community Services Society*	Mission Community Services Society*	BCGEU
Banyan House	MPA - Motivation, Power & Achievement Society	BCGEU
Mental Health Empowerment Advocates Program	MPA - Motivation, Power & Achievement Society	BCGEU
MPA Motivation, Power & Achievement Society	MPA - Motivation, Power & Achievement Society	HEU
Sophia House	MPA - Motivation, Power & Achievement Society	BCGEU
Tamarack House	MPA - Motivation, Power & Achievement Society	HEU
Tilikum House	MPA - Motivation, Power & Achievement Society	BCGEU
Nanaimo Family Life Association*	Nanaimo Family Life Association*	BCGEU
New View Society	New View Society	BCGEU
North Coast Transition Society*	North Coast Transition Society*	BCGEU
N.O.N.A. Child Development Centre	North Okanagan Neurological Association	HSA
North Shore Crisis Services Society*	North Shore Crisis Services Society*	BCGEU
Fort Nelson Home Support	Northern Health Authority	HEU
Haida Gwaii Hospital and Health Centre - Xaayda Gwaay Ngaaysdll Naay	Northern Health Authority	BCGEU
Hazelton Community Health	Northern Health Authority	HEU
Houston Health Centre	Northern Health Authority	BCGEU
Kitimat Home Support	Northern Health Authority	BCGEU
Lakes District Home Support	Northern Health Authority	BCGEU
North Peace Home Support	Northern Health Authority	BCGEU

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Common Name	Legal Name	Union
Northeast Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Chetwynd and Tumbler Ridge Community Health Services offices; Dawson Creek, Fort Nelson and Fort St. John Community and Mental Health Services Offices	Northern Health Authority	BCGEU
Northern Interior Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Quesnel Community and Mental Health Services offices)	Northern Health Authority	BCGEU
Northern Interior Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Burns Lake, Fort St. James, Fraser Lake, MacKenzie, McBride and Valemount Community Health Services offices; Prince George and Vanderhoof Community and Mental Health Services Offices	Northern Health Authority	BCGEU
Northwest Health Services Delivery Area - Mental Health	Northern Health Authority	BCGEU
Northwest Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Kitimat, Prince Rupert, Smithers and Terrace Community and Mental Health Services offices; Hazelton, Houston, Masset and Queen Charlotte City Community Health Services offices)	Northern Health Authority	BCGEU
Prince George & District Home Support	Northern Health Authority	UFCW
Prince George Mental Health, Urquhart House, Davis Drive, Iris House and Community Primary Care Services)	Northern Health Authority	HEU
Prince Rupert Home Support	Northern Health Authority	HEU
Quesnel Home Support	Northern Health Authority	UFCW
South Peace Home Support	Northern Health Authority	BCGEU
Terrace Home Support	Northern Health Authority	BCGEU
Okanagan-Similkameen Neurological Society	Okanagan-Similkameen Neurological Society	HSA
Open Door Group	Open Door Social Services Society	HSA
Our Place Society*	Our Place Society*	BCGEU
Pacifica Treatment Centre Society	Pacifica Treatment Centre Society	BCGEU
Phoenix Society	Phoenix Drug & Alcohol Recovery and Education Society	BCGEU
Peers Program	PHS Community Services Society	CUPE
PHS Community Services	PHS Community Services Society	CUPE
Pioneer Community Living Association (Adrian House, CRESST, Elizabeth Barrett Terrace, Lina's Place, Millers Way, Pioneer House)	Pioneer Community Living Association	HEU
Pleasant View Housing Society 1980	Pleasant View Housing Society 1980	HEU
Port Alberni Association for Children with Development Disabilities	Port Alberni Association for Children with Development Disabilities	HSA
Port Alberni Shelter Society*	Port Alberni Shelter Society*	USW
Hawthorne Seniors Community	Port Coquitlam Senior Citizen's Housing Society	BCGEU
Powell River & Region Transition House Society*	Powell River & Region Transition House Society*	HSA

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Common Name	Legal Name	Union
Kiwanis Garden Manor	Powell River Kiwanis Housing Society	HEU
Prince George Brain Injured Group Society	Prince George Brain Injured Group Society	BCGEU
Princeton & District Community Services Society	Princeton & District Community Services Society	HEU
Progressive Housing Society	Progressive Housing Society, The	HEU
Crosstown Clinic	Providence Health Care Society	HEU
Honoria Conway at St. Vincent's Hospital	Providence Health Care Society	HEU
Road 2 Recovery Program	Providence Health Care Society	HEU
Inner City Youth Program	Providence Health Care Society	HEU
BC Centre for Disease Control	Provincial Health Services Authority	BCGEU
Red Fish Healing Centre for Mental Health & Addiction	Provincial Health Services Authority	BCGEU
Quesnel and District Child Development Centre Association	Quesnel and District Child Development Centre Association	HSA
Quesnel Shelter & Support Society*	Quesnel Shelter & Support Society*	BCGEU
RainCity Housing and Support Society	RainCity Housing and Support Society	BCGEU
Chown Adult Day Care Centre	Renfrew/Collingwood Seniors Society	HEU
Renfrew/Collingwood Adult Day Care	Renfrew/Collingwood Seniors Society	HEU
Ribbon Community	Ribbon Community Society	HSA
Richmond Addiction Services	Richmond Addiction Services Society	HEU
Richmond Kinsmen Adult Centre	Richmond Kinsmen Home Support Society	UFCW
Ridge Meadows Child Development Centre Society	Ridge Meadows Child Development Centre Society	HSA
Sage Haven Society*	Sage Haven Society*	HSA
Saint Elizabeth Health Services	Saint Elizabeth Health Services	BCGEU
SARA for Women Society*	SARA for Women Society*	BCGEU
Sooke Shelter Society*	Sooke Shelter Society*	BCGEU
Sooke Transition House Society*	Sooke Transition House Society*	BCGEU
South Okanagan Women in Need Society*	South Okanagan Women in Need Society*	HSA
South Peace Child Development Centre	South Peace Child Development Society	HSA
Squamish Helping Hands Society*	Squamish Helping Hands Society*	BCGEU
S.U.C.C.E.S.S. Multi-Level Care Society (Austin Harris Residence, Chieng's Adult Care Centre, Harmony House)	S.U.C.C.E.S.S. Multi-Level Care Society	BCNU
SUMS Place Society*	SUMS Place Society*	BCGEU
Tabor Court	Tabor Home Society	HEU
Children's Therapy & Family Resource Centre	Thompson Nicola Family Resource Society	HSA
Turning Points Collaborative Society*	Turning Points Collaborative Society*	CUPE
Bella Coola Home Support	Vancouver Coastal Health Authority	HEU
Cedar Garden	Vancouver Coastal Health Authority	HEU
City Centre Urgent Care and Primary Care Centre	Vancouver Coastal Health Authority	CUPE
Howe Sound Home Support	Vancouver Coastal Health Authority	BCGEU
Magnolia House	Vancouver Coastal Health Authority	HEU
North Shore Home Support	Vancouver Coastal Health Authority	BCGEU
North Shore/Coast Garibaldi Health Services Delivery Area Community Health	Vancouver Coastal Health Authority	BCGEU, HSA
North Shore/Coast Garibaldi Health Services Delivery Area Community Health (Continuing/Public/Mental) (Gibsons)	Vancouver Coastal Health Authority	BCGEU
Powell River and District Home Support	Vancouver Coastal Health Authority	UFCW
Richmond Community Home Support	Vancouver Coastal Health Authority	UFCW
Richmond Health Services Delivery Area Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	BCGEU, HEU
Sunshine Coast Home Support	Vancouver Coastal Health Authority	BCGEU
Texada Island Health Centre	Vancouver Coastal Health Authority	BCGEU
Vancouver Detox	Vancouver Coastal Health Authority	BCGEU
Vancouver Health Services Delivery Area – Community Health (Continuing/Public/Mental)	Vancouver Coastal Health Authority	BCGEU, CUPE
Vancouver Home Support	Vancouver Coastal Health Authority	BCGEU

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Common Name	Legal Name	Union
Central Island Health Services Delivery Area (Open Door Program, SIL Program, Wisteria House, Wicks Road Group Home; employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Duncan, Nanaimo, Parksville and Port Alberni Community and Mental Health Services offices; Ladysmith, Lake Cowichan and Ucluelet Community Health Services offices)	Vancouver Island Health Authority	BCGEU
Cowichan Home Support	Vancouver Island Health Authority	UFCW
Cubbon Centre	Vancouver Island Health Authority	BCGEU
Gabriola Home Support	Vancouver Island Health Authority	HEU
Nanaimo and District Home Support	Vancouver Island Health Authority	UFCW
North Island Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Campbell River and Courtenay Community and Mental health Services offices, Comox, Gold River, Port McNeill, Port Hardy and Tahsis Community Health Services offices)	Vancouver Island Health Authority	BCGEU
North Island Home Support	Vancouver Island Health Authority	UFCW
Oceanside Health Centre	Vancouver Island Health Authority	BCGEU
Oceanside Community Home Support	Vancouver Island Health Authority	HEU
Parksville and District Home Support	Vancouver Island Health Authority	HEU
Port Alberni Home Support	Vancouver Island Health Authority	BCGEU, UFCW
Seven Oaks Tertiary Mental Health Facility	Vancouver Island Health Authority	BCGEU
South Island Health Services Delivery Area (employees engaged in regional and community administration; community health including public health and continuing care programs and mental health programs which have been transferred from the Provincial Government, employed at or from the following locations: Emergency Community Mental Health Services Office, Island, Saanich, Victoria, Western Communities and Vancouver Island Community Mental Health Services offices, Community Dialysis Service office (Hillside))	Vancouver Island Health Authority	BCGEU
South Island Health Services Delivery Area - Community Services a Langford & Sooke, Gateway, Quadra/Hillside ENV ED & ENV, Cook Street, Esquimalt, Saanich, peninsula, Begbie, Aberdeen, SSI, TB Clinic, Western Communities	Vancouver Island Health Authority	HEU
South Vancouver Island Home Support	Vancouver Island Health Authority	BCGEU
Victoria Detox, Stabilization Unit, Sobering & Assessment Centre	Vancouver Island Health Authority	BCGEU
Gateway House	Vancouver Island Mental Health Society	HSA
Vi Fineday Family Shelter Society, The*	Vi Fineday Family Shelter Society, The*	CUPE
Victoria Cool Aid Society, The*	Victoria Cool Aid Society, The*	CUPE
Victoria Rest Home	Victoria Rest Home Ltd.	HEU
Mountain View Home	Vitacore Health Ltd.	BCGEU
VRS Communities	VRS Communities Society	BCGEU
Wish Drop-In Centre Society*	Wish Drop-In Centre Society*	CUPE

* Supportive Housing Agency declared a Health Employer via Order in Council (OIC) dated July 10, 2025; pending certification in the health sector by the Labour Relations Board.

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APPENDIX 2
Long-Term Disability Insurance Plan

Long-Term Disability Insurance Plan

The HEABC and the Association agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below, subject to the JCBT's ability to redesign benefits. Employees with a date of disability or injury that occurred prior to the current plan shall continue to be covered by the terms of any plan that was in place at that date of disability or injury.

Long-Term Disability Plan

Effective April 1, 2013:

The parties agree that:

During the LTD qualifying period, and where employees cannot be accommodated in their own occupation, they may be accommodated into an available comparable position as defined in this section exclusively, where the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of the employee's current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee's current position. However, in the event the employee is unable to continue working in their accommodated position, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purpose of adjudication and calculation of any claim for LTD.

During the first 19 months of LTD benefits, employees may be accommodated into an available position that is not less than 75% of their pre-disability earnings. However, in the event an employee is unable to continue working in their accommodated position during the 19-month period of benefit entitlement, due to the same or related medical condition, the pre-disability position will continue to be applicable for the purposes of the adjudication and calculation of any claim for LTD during that 19-month period.

Section 1 - Eligibility

(a) Regular full-time and regular part-time employees shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) *Benefits* - Benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 20.6 (Benefits on Leave of Absence) of the collective agreement which reads:

> *Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Article 2.10 (Time Off for Union Business) shall not be taken into consideration.*

Upon return to work following recovery, an employee who was on claim for less than 19 months shall continue in their former job; an employee who was on claim for more than 19 months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13.5 (Retention of Seniority) of the collective agreement.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted 20 working days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the Employer and claimant on a 50-50 basis. Employees to be permitted to enrol in some or all of the above plans. The employee’s share of premiums for such coverage are to be paid in advance, on a monthly basis.

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

Pension - Employees on long-term disability who are enrolled in the Municipal Pension Plan or the Public Service Pension Plan pursuant to an employer-specific memorandum of agreement shall be considered employees for the purpose of pension in accordance with the *Public Sector Pension Plans Act* - Schedule B or C, as applicable.

Section 2 - Waiting Period and Benefits

(a) (1) In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or sickness, then, after the employee has been totally disabled for five months the employee shall receive a benefit equal to 70% of the first $2800 of the pre-disability monthly earnings and 50% on the pre-disability monthly earnings above $2800 or 66⅔% of pre-disability monthly earnings, whichever is more. The $2800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

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

(2) In the event that the benefit falls below the amount set out in Section 2(a)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to 70% of the first $2800 of the current monthly earnings and 50% on the current monthly earnings above $2800 or 66⅔% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT every four years. (Note: the $2800 figure will be adjusted as set out in Section 2(a)(1) above).

(b) For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the 12 period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

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

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

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

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

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

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

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Section 3 - Total Disability Defined

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

(1) *Residual Monthly Disability Benefit*

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

Example:

(a)	Monthly LTD net of offsets benefit	=	$1000 per month
(b)	85% rate of pay at date of disability	=	$13.60 per hour
(c)	70% of current rate of pay	=	$12.12 per hour
(d)	Percentage difference ([b/c] - 1)	=	12.2%
(e)	Residual Monthly Disability Benefit (a x d)	=	$122

(b) (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.

(2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(3) *Commitment to Rehabilitation*

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

(i) can be expected to facilitate their return to their own job or other gainful occupation; and

(ii) is recommended by HBT or another Rehabilitation Service provider and approved as a Rehabilitation Plan, then,

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

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

(4) *Rehabilitation Review Committee*

(i) In the event that the eligible employee does not agree:

a. with the recommended Rehabilitation Plan, or

b. that they are medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:

1. be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or

2. appeal the dispute to the Rehabilitation Review Committee for a resolution.

(ii) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

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

a. does not agree with the recommended Rehabilitation Plan; or

b. does not agree that they could medically participate in the Rehabilitation Plan.

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

(5) *Rehabilitation Benefit Incentive Provisions*

(i) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:

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a. return to work on a gradual or part-time basis
b. engage in a physical rehabilitation activity; and/or
c. engage in a vocational retraining program

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

(ii) The intent of the provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase their monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

a. The employee who, upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) of the appendix, provided that the total of such income does not exceed 100% of the current rate of pay for their regular occupation at the date of the disability;

b. Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;

c. Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six months for the purpose of job search; and

d. The eligible employee shall be entitled to participate in the Job Exploration and Development program.

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

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

(6) *Joint Rehabilitation Improvement Committee*

During the term of the agreement, two persons selected by the HEABC shall meet the two representatives of the Association of Unions. The parties will work together to improve the Rehabilitation Process.

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

Section 4 - Exclusions and Limitations

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

(a) war, insurrection, rebellion, or service in the Armed Forces of any country;

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(b) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;

(c) intentionally self-inflicted injuries or illness.

Section 5 - Integration with Other Disability Income

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

Other disability income shall include but is not limited to:

(a) any amount payable under any *Workers Compensation Act* or law or any other legislation of similar purpose; and

(b) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

(c) any amount of disability income provided by a compulsory *Act* or law; and

(d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and

(e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

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

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

Section 6 - Successive Disabilities

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

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

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

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Section 7- Leave of Absence

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

Section 8 - Benefits Upon Plan Termination

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

Section 9 - Claims

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

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

Section 10 - LTD Plan Early Retirement Incentive Provision

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

Effective March 18, 2014: Employees who apply for ERIB may choose to continue to maintain the Extended Health Benefit plan and Dental plan coverage to age 65.

The premiums will be cost shared by the Employer and employee on a 50 - 50 basis provided the employee pays their portion of the premium for such coverage in advance, on a monthly basis.

(a) An employee under this agreement who is:

(1) eligible for, or who is receiving LTD benefits;

(2) presently participating in a superannuation plan under an employer-specific memorandum of agreement and is eligible for early retirement pension benefits under that plan; and

(3) not eligible for the LTD Plan Rehabilitation Provisions;

shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their

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application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement Incentive Benefit.

(b) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:

(1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;

(2) the amount of the monthly early retirement benefit that the employee will receive;

(3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;

(4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,

(5) the maximum LTD benefit duration period applicable to the employee.

If the combination of applicable superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

(c) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the parties to the collective agreement.

(d) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.

(e) *Joint Early Retirement Improvement Committee*

Within six months of the ratification of this agreement, two persons selected by the HEABC shall meet with two representatives of the Association of Unions. The parties will work together to improve the early retirement incentive process.

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

Section 11 - Return-to-Work Programs

Preamble

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

Pay and Benefits

An employee involved in a return to work program will receive pay and benefits as set out below.

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Employees participating in a return to work program for 15 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall not be prorated.

Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

(a) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working 15 hours or more per week.

(b) *Employees in receipt of LTD benefits:*

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD Plan will pay for hours not worked at two-thirds of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the Appendix - Long-Term Disability Insurance Plan.

No Adverse Effect on Benefits

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to long-term disability. Participation in a program will not delay entitlement to LTD benefits, except as otherwise provided in the Long-Term Disability Appendix.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long-Term Disability Appendix (Claims Review Committee and Rehabilitation Review Committee).

INFORMATION APPENDIX #1
Labour Relations Code, Section 54

This appendix is included in the collective agreement for information purposes only.

As of the date of writing, Section 54 of the *Labour Relations Code* reads as follows:

Adjustment Plan

54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

(a) the Employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

(b) after notice has been given, the Employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

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(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

(2) If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.

(3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that *Act*.

INFORMATION APPENDIX #2
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.

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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 their employment prior to the effective date of transfer. This consensus will continue to support recruitment, retention, staff development, and staff satisfaction for regular status employees seeking alternate employment within the same Health Authority. We understand that the shorter waiting period will have limited financial implications.

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

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

MEMORANDUM OF AGREEMENT #1
Enhanced Disability Management Program (EDMP) - Terms of Reference

Section A - General Principles and Application

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, proactive, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

1. Elements of the EDMP

1.1 A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee’s CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and ongoing support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and

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is intended to provide a more seamless process for employees returning to work or requiring support from the Long-Term Disability (LTD) Plan while in receipt of benefits.

1.2 The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's CMP.

1.3 The EDMP shall be made up of this Memorandum, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies and Procedures document can be updated as necessary, by the Provincial Steering Committee (PSC).

2. Effective Date

2.1 The EDMP will be effective no later than April 1, 2014.

2.2 The EDMP shall address all phases of the disability management process and will replace existing collective agreement provisions related to early intervention program (MOA#1) for all employees with a date of disability on or after April 1, 2014. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, will continue to apply to employees with a date of disability prior to April 1, 2014.

3. The Goal of EDMP is to:

3.1 Provide early, appropriate and ongoing support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.

3.2 Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.

3.3 Provide appropriate, caring professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.

3.4 Promote a safe, accessible and healthy workplace.

3.5 Encourage health promotion and employee wellness.

3.6 Reduce the cost of sick, long-term disability (LTD) leaves and WorkSafeBC (WSBC) leaves.

4. Overriding Principles

4.1 Improvements in disability management processes will be jointly developed, implemented and administered.

4.2 Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.

4.3 Reasonably addresses barriers to return to work - medical, personal, vocational and/or workplace.

4.4 Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible intervention, to enable a safe and timely return to work, is in the best interest of an employee who is disabled.

4.5 Prevention and disability management processes will be evidence based, continuous and integrated.

4.6 EDMP processes, including rehabilitation, will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.

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4.7 All regular employees who are off work with a work-related illness/injury shall be referred to the program on the first day of their illness/injury. All regular employees who are off work due to a non-work-related illness/injury shall be referred to the program after an absence of five consecutive shifts. Participation in this program is required for these regular employees unless there is a bona fide reason to decline.

4.8 EDMP will be compliant with legislation and regulations (e.g. *Workers Compensation Act*, human rights legislation, including duty to accommodate and privacy laws), and the collective agreement.

4.9 Confidential medical information will be protected.

4.10 Disability management is most effective when delivered as close to the workplace as possible.

4.11 The CBA will have access to all the necessary data and reports to ensure effective delivery of EDMP to its members.

4.12 An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.

4.13 Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

5. Governance and Administration

5.1 *Provincial Steering Committee (PSC)*

5.1.1 The PSC will be made up of eight representatives of HEABC and its members, and eight representatives of the Association.

5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

5.2 *Working Group Participation*

5.2.1 The Union and the Employer will appoint an equal number of representatives.

6. Standard Practices

6.1 The EDMP will be implemented and administered with all employers in a manner consistent with the collective agreement and the policies and procedures developed by the PSC.

6.2 In the event the Employer uses a third party to provide EDMP services, the Employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The Employer will ensure that the necessary service level standards are in place with the third party provider.

7. Evaluation

7.1 The parties agree to conduct evaluations in accordance with the established framework.

8. Provision of Services

8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining additional medical and Medical Questionnaires (ref: Vince Ready Award, Re: Facilities Bargaining Association/HEABC, May 2, 2013).

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9. Dispute Resolution Process

9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.

9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the collective agreement.

10 Privacy

10.1 Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored (ref: Vince Ready Award, Re: Facilities Bargaining Association/HEABC, May 2, 2013).

11. Case Management

11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be developed in accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.

11.2 Upon successful completion of CMP, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job. An employee who cannot return to their own job will be treated in a manner consistent with Box 5 of the Policies and Procedures.

12. Request for Leave while engaged in a CMP

12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the collective agreement.

13. Graduated Return to Work (GRTW)

13.1 A Graduated Return to Work supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.

13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

13.3 A written GRTW for the employee will include:

13.3.1. An overview of the employee's GRTW, including its expected outcome and end date, and

13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

14. Wages and Benefits on a GRTW as part of a CMP

14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.

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14.2 Benefits under Article 25 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.

14.3 All other benefits of the collective agreement accrue on a proportionate basis.

MEMORANDUM OF AGREEMENT #2
EDMP Forms

The parties agree in principle that the Ready Award (re: Facilities Bargaining Association EDMP, May 2, 2013) will form the basis of the forms used for EDMP in this sector.

HEABC and CBA will mutually agree on the forms. Vince Ready has jurisdiction to deal with any disputes arising over the forms.

MEMORANDUM OF AGREEMENT #3
Enhanced Disability Management

1. The parties agree to provide a mandatory enhanced disability management program as per MOU #1 Re: Enhanced Disability Management Program (EDMP). The effective date for implementation is April 1, 2013.

2. The CBA will participate on the joint Provincial Steering Committee that is currently established.

3. Effective April 1, 2026, HEABC will fund 13 CBA EDMP representatives as follows:

   (a) 1 FTE: an EDMP Administrator who will administer EDMP in a manner consistent with the goals and principles of EDMP, including coordinating the work of representatives and ensuring implementation of provincial standards.

   (b) 12 FTE: CBA-appointed Disability Management Representatives (Advocates) who will support the coordination and promotion of EDMP by working in collaboration with the Employer's Disability Management Professionals to promote and coordinate best practices with respect to disability management and will adhere to the roles and responsibilities of the union representatives as identified in the EDMP Policies and Procedures document. No more than two of the Disability Management Representatives will be appointed from Affiliate Employers and no more than one shall be appointed from the same Affiliate Employer.

   (c) The Disability Management Representative will be granted Employer paid leave but will work under the direction of the CBA.

   (d) In the event an employee becomes a Disability Management Representative, the Employer shall hold the employee's position for a period of two years. Thereafter, an employee may exercise bumping rights in accordance with Article 13.3 (Bumping).

4. Effective April 1, 2026, there shall $100,000 dollars per fiscal year to pay for administration costs and expenses, including jointly developed training and education, travel, electronic equipment and other expenses associated with the provision of EDMP representation on a provincial basis.

5. The Disability Management Representatives will use virtual meeting platforms to conduct any off-site work. The Employer will pay mileage as set out in Article 27.10 (Vehicle Allowance) where the Disability Management Representative's attendance is required at a meeting and where a virtual meeting is not possible or appropriate.

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6. Where appropriate, Disability Management Representatives will be included in education provided to the Employer's Disability Management Professionals.

7. Unforeseen costs related to the administration of EDMP shall be by mutual agreement between HEABC and the CBA, which shall not be unreasonably withheld by either party.

8. At HEABC's request, the CBA will provide HEABC with a list of their respective Disability Management Representatives.

MEMORANDUM OF AGREEMENT #4
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:

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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.

4. The parties have a mutual interest in collaborating on occupational health and safety initiatives to improve the health and safety of health care workers in the CBA. Within 120 days of ratification, HEABC and the CBA will meet to establish a process and plan to develop, review, and agree upon proposals for initiatives that improve workplace safety for CBA employees. HEABC and CBA will endeavor to use the current balance of $1,500,000 as of March 31, 2025, from the OHS Fund during the term of the 2025-2029 Collective Agreement. The parties have a shared interest in supporting initiatives including, but not limited to, reducing the risk of exposure, decreasing musculoskeletal injuries, and preventing violence.

MEMORANDUM OF AGREEMENT #5
New Certifications

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

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MEMORANDUM OF AGREEMENT #6
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. STIIP provisions maintained under the 1998-2001 Memorandum regarding certain existing collective agreement provisions shall be continued and incorporated into employer-specific memoranda.

3. The parties shall review all employer-specific attachments and memoranda within four months following the date of ratification of the collective agreement. This review shall be governed by the principle that where a benefit provided under the collective agreement meets or exceeds the corresponding benefit provided under an employer-specific attachment or memorandum, the applicable provision(s) of the employer-specific attachment or memorandum shall be deleted.

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

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

MEMORANDUM OF AGREEMENT #7
Wage Protection and Standardization/Grandparenting

1. A number of regular employees were wage protected upon the implementation of the Job Classification Plan on May 2, 2003, for as long as they remained in their current positions. Their wage rates are to remain frozen until such time as the classification rate for their position meets or exceeds their frozen rate or the employee leaves the currently held position. The parties agree that the wage protected employee will extend their wage protection in the event that the employee chooses to post into a position that is classified the same or higher than the currently held position.

The parties acknowledge the need to maintain the principles established in the Job Classification Plan in relation to the freezing of wage rates for employees who are paid in excess of Schedule B (Wage Schedule). However, the parties agree that for such employees the following adjustments will be made during the term of this collective agreement only, on a without prejudice and precedent basis.

a) Wage protected employees will receive a special adjustment on the base rate equal to the general wage increases granted to employees covered by Schedule B (Wage Schedule) to the point of recovery of the 2004 wage roll-back (up to the hourly wage rate paid as of March 31, 2004). In the event the entirety of the special adjustment is not required to achieve the recovery, the remainder of the special adjustment for that year will be provided to the employee as a lump sum payment in accordance with b) below. In the third year of the collective agreement, wage protected employees will receive a special adjustment equal to the general wage increase granted to employees covered by Schedule B (Wage Schedule).

b) In the fiscal year(s) during which no special adjustment is provided, wage protected employees will receive a lump sum payment at the end of each quarterly period. The lump sum payment would be paid in the first full pay period after the conclusion of each quarterly period. This lump sum will be calculated on the basis of the general wage increase available to employees covered by Schedule B (Wage Schedule) multiplied by the employees' hourly rate multiplied by their

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straight-time paid hours between the last pay period on or before the beginning of the quarterly period and the last pay period on or before the end of the quarterly period. To be eligible for the lump sum payment, these employees must be employed during the quarterly period for which the lump sum is payable, and their frozen wage rate must exceed the Schedule B (Wage Schedule) wage rate for that quarterly period. Payment for partial quarters will be prorated. For greater clarity, should an employee's wage rate be governed by Schedule B (Wage Schedule) part way through the calculation period, the lump sum payable will be calculated up to the date that Schedule B (Wage Schedule) applies.

2. *Grandparenting* - Effective the date of ratification (May 1, 2006), no superior benefits provisions shall apply to any employee who does not currently receive them. For clarity, this proposal does not apply to provisions that are based on operational or service needs.

This grandparenting provision will not apply to employees hired pursuant to the Riverview Redevelopment Location Memorandum of Agreement dated June 9, 2004, which continues to remain in effect for those employees. Employees hired on or after April 1, 2006, will be entitled to retain their base wage rate last paid while in the Public Service if it exceeds the applicable classification wage rate under Schedule B (Wage Schedule).

MEMORANDUM OF AGREEMENT #8
Implementation of Article 15 for Newly Certified Employers

1. Until replaced by Article 15 (Hours of Work and Scheduling-Community Health Workers) of the collective agreement in accordance with this Memorandum, the Employer shall continue to operate in a manner consistent with its past practice.

2. No later than 90 days following the date of ratification of the collective agreement or 90 days following the date of certification, whichever is later, the Employer shall confirm the number of regular positions to be created under Article 15.4(a)(2) (Scheduling of Hours). For each regular position, the Employer shall identify the days of work, 10-hour period of availability and weekly maximum hours. The employees and the union designate shall be provided with the foregoing information.

3. Subject to their qualifications, employees shall have the right to select regular positions in order of seniority. Where a particular regular position is identified by the Employer as having been created for the purpose of providing service to a specific client or client group, the qualifications for such position may include the ability to meet the specific needs of that client or group in accordance with Article 12.9(b) (Selection Criteria) and Article 15.4(b) (Scheduling of Hours).

4. Employees who do not obtain a regular position through this process shall be entitled to register for casual work in accordance with Article 29 (Casual Employees).

5. No later than 30 days following the completion of the process set out in (3) above, the Employer shall commence the assignment of hours in accordance with the provisions of Article 15 (Hours of Work and Scheduling-Community Health Workers).

6. The Employer shall provide the union designate with a list of all employees including the following information:

(i) status;
(ii) classification;
(iii) days of work (for regular employees only);

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(iv) daily period of availability (for regular employees only);
(v) maximum weekly hours (for regular employees only).

MEMORANDUM OF AGREEMENT #9
Joint Provincial Health Human Resources Coordination Centre (PHHRCC) - Bargaining Association Consultation Forum

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

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

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

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

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

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

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

3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness.

4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the parties (HEABC and the 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.

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

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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.

MEMORANDUM OF AGREEMENT #10
CBA Provincial Recruitment and Retention Working Group

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.

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MEMORANDUM OF AGREEMENT #11
Suspension of Drivers' Licences

The parties agree to the following conditions as they relate to an employee's loss of a driver's licence.

Where an employee, who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for reasons that do not lead to disciplinary action by the Employer, the Employer shall make a reasonable effort to find alternate work for the employee.

When alternate work cannot be found, the employee will be granted, during their employment, a one-time leave of absence without pay for a period of up to one year immediately following the date on which their licence has been suspended.

Upon completion of the leave of absence and subject to the reinstatement of the employee's licence, the employee will be reinstated. Should the employee not return immediately following the approved leave of absence, the Employer shall have just and reasonable cause for dismissal.

MEMORANDUM OF AGREEMENT #12
Human Resource Staffing Strategies

The parties recognize that certain non-direct resident/client care duties performed by registered nurses and/or paramedical professionals could also be performed by members of the Health Services and Support Community Subsector bargaining unit at various worksites and that this may be an important part of a comprehensive program to address human resource staffing strategies.

In discussions at the local level, the Employer and the Union will consider the feasibility of some non-direct resident/client care work currently being performed by registered nurses and/or paramedical professionals being performed by employees in the Health Services and Support Community Subsector bargaining unit. Such discussions will include representatives of any other affected unions.

MEMORANDUM OF AGREEMENT #13
Wage Status of CHWs Paid CHW II Rate

Community Health Workers currently paid at the CHW II rate for all hours worked pursuant to an existing memorandum of agreement shall continue to be paid on that basis for as long as the employees maintain their employment with their current employer.

MEMORANDUM OF AGREEMENT #14
Scheduling of Expedited Arbitrations

1. The expedited arbitration process will be overseen by a representative of each party (the "*administrators*").
2. The administrators will meet quarterly or more frequently if required.
3. The administrators will establish annual expedited arbitration dates: monthly or more frequently based on need.

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4. does not have availability for the next needed arbitration dates, they will be assigned future dates so that where possible the Arbitrators generally have an equal amount of dates throughout the year.

5. All referrals to expedited arbitration will be emailed to the administrators to process at their meetings. A copy of the grievance will be sent with the referral to expedited arbitration letter.

6. The administrators, in setting matters for expedited hearing dates, shall consider the date of the referral, and should attempt to best utilize dates by grouping matters of the same employer and/or same geographic location together. The administrators shall attempt to give matters of an urgent nature priority in scheduling.

MEMORANDUM OF AGREEMENT #15
Pandemic Information Sharing Forum

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

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

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

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

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

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

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

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

The forum will determine the meeting frequency.

MEMORANDUM OF AGREEMENT #16
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.

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The Employer will provide relevant information to the Union.

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

MEMORANDUM OF AGREEMENT #17
Benefits Harmonization

Effective April 1, 2013, all monetary superior benefits and terms and conditions of employment covered by an employer-specific agreements or attachments shall be eliminated and replaced by the corresponding applicable collective agreement provision except for the following:

(a) Continuation of STIIP and extended health care deductibles for employee groups currently receiving STIIP and health and welfare deductibles lower than those that are generally applicable.

(b) A current employee's entitlement to receive a benefit that has already accrued to that employee's benefit such as severance or a retirement allowance or payout of sick-leave banks upon termination or retirement, as the case may be; these entitlements will continue but will not further accrue. Already accrued vacations or other leave will continue at the current level of accrual but will not further accrue except by application of the generally applicable provisions.

(c) Isolation allowance for specific locations will continue as applicable.

MEMORANDUM OF AGREEMENT #18
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 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.

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MEMORANDUM OF AGREEMENT #19
Current Wage Protected Employees

The wage increases specified (above) in the 2012-2014 Collective Agreement shall be applied at the rate of 100% of all general wage increases.

In future collective agreements, these employees will receive 50% of all general wage increases or until the new wage rate for the job being occupied meets the employee's existing wage rate.

MEMORANDUM OF AGREEMENT #20
JCBT Special Program Funding

The parties agree that in addition to the regular services provided by the JCBT there is merit in providing the JCBT with additional annual lump sum payments for the purposes of funding special programs (the "*Special Program Funds*").

The Special Program Funds shall be paid to the JCBT, subject to successful evaluations, as follows:

1. Year one (April 1, 2019 - March 31, 2020) - $100,000
2. Year two (April 1, 2020 - March 31, 2021) - $500,000
3. Year three (April 1, 2021 - March 31, 2022) - $500,000

The parties further agree that the Special Program Funds must be used by the JCBT in a manner that Is mutually beneficial to the parties. Specifically, the parties agree that JCBT must use the funds to target the following areas relating to health and welfare benefits:

1. Strategies and actions to facilitate faster returns to work for employees on LTD;
2. Strategies and actions to address and improve the mental health of employees; and
3. Any other area mutually agreed upon by the parties

The parties may make proposals for funding to the JCBT for programs that support the advancement of the above areas.

The parties recognize that JCBT may act independently from the parties and therefore agree to impose a mechanism for evaluating the effectiveness of JCBT's use of Special Program Funds. The parties will meet and determine an appropriate evaluation mechanism prior to contributing the year one (2019) funds to the JCBT. Future year funds will only be released if the parties are satisfied that the JCBT has used Special Program Funds appropriately throughout the prior year. The evaluation shall occur during the last three months of the applicable year.

Effective March 1, 2025, the remaining balance of the JCBT Special Program Funds agreed to in the 2019-2022 Collective Agreement is $130,859.19.

MEMORANDUM OF AGREEMENT #21
Recruitment and Retention of Indigenous Workers

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. The parties agree that these ongoing harms are best addressed with concerted efforts to embed Indigenous-Specific Anti-Racism. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support

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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, mentorship, and/or supervisory roles.

3. Where there is more than one qualified Indigenous candidate, Employers will consider, among other factors, the community or communities involved, and the patient/resident/client/service user population served by the position. Informed by a distinctions-based approach, considerations will be given to candidates' relationships, knowledge and/or experience with or in the communities or populations being served. The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.

4. The parties agree that there may be new or existing positions that require lived experience, or knowledge of, Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.

5. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through employer-provided training, orientation or mentoring.

6. This MOA will form part of the Employers' and Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

MEMORANDUM OF AGREEMENT #22
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 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.

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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.

The Ministry of Health has established the Forum with the following purpose:

- 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.

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MEMORANDUM OF AGREEMENT #23
Trans Inclusion

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 a 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.

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Transition Leave

The Employer will grant an employee a cumulative total of eight 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 months of ratification, and

(b) Issue a statement to employees about inclusive bathroom/changeroom use in both single occupant and shared bathroom spaces.

MEMORANDUM OF AGREEMENT #24
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, the parties will continue a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the "*Working Group*").

4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.

5. The Working Group may invite subject matter experts 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, 2029.

7. The Working Group's focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:

- Engage and consult interest holders as required;
- Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group's meetings to inform discussions and actions of the Working Group;
- Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;

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- Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
- Review available data in accordance with applicable privacy legislation;
- Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
- The parties will continue to work cooperatively to support and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education.

8. The Working Group will make recommendations to PHHRCC.

MEMORANDUM OF AGREEMENT #25
Special Projects

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.

Effective March 1, 2025, the remaining balance of the Special Projects Funds agreed to in the 2022-2025 Collective Agreement is $498,00.00. The parties agree to allocate an additional $373,000 in one-time funds to the Special Projects Fund as follows:

- April 1, 2025: $300,000
- April 1, 2026: $7,000
- April 1, 2027: $11,000
- April 1, 2028: $55,000

MEMORANDUM OF AGREEMENT #26
Community Health Worker Fixed Shift Minimums

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 80% 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 April 1, 2027, for any Health Authority that currently does not meet these terms.

The Employer may post temporary fixed shift positions for absences in existing fixed shift positions where the vacancy is four months or greater.

Fixed shift positions are not subject to Article 15.4(d) in relation to the assignment of ongoing hours.

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Twice a year, at the Union/Management Committee meeting, the Union and Employer will review the process in which unfilled shifts have been filled, in whole or in part, for the purpose of process improvement. This does not prejudice reviews related to the grievance procedure.

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

MEMORANDUM OF AGREEMENT #27
Days of Cultural or Religious Significance Pilot Project

A. The parties agree that many of the current recognized holidays are centered around Christian and/or colonial holidays and therefore may not be meaningful or significant to some employees in the bargaining unit.

B. In the spirit of equity, decolonization, and inclusion the parties agree to form a Days of Cultural or Religious Significance Working Group (the "*Working Group*") to both design and oversee the implementation of a pilot project that will assess resources and other commitments needed to grant flexible cultural or religious days of significance to employees.

C. The Working Group will consist of six participants with three appointed by the HEABC, one of which will be a senior operational leader with appropriate decision-making authority for the Employer, and three will be appointed by the CBA one of which will be a Senior Union Officer or their representative, who has appropriate decision-making authority for the CBA.

D. The Working Group will design and seek to implement a pilot project to allow employees of diverse faith and cultural backgrounds to exchange recognized holidays under Article 17.1 for days of significance to them.

E. The Working Group will meet within 90 days of ratification of the collective agreement and will continue to meet no less than once every 30 days, or as agreed by the Working Group.

F. The Working Group will oversee the following:

i. The pilot project will consider multiple areas/locations, and, if possible, will include at least one large, one small and one affiliate/community area/location, or as otherwise identified by the Working Group.

ii. The Working Group will ensure that the pilot project commences at the designated areas/locations by September 2026, or such other date as agreed by the Working Group, and will last one year.

iii. The pilot project will include all recognized holidays under Article 17.1, subject to determination by the Working Group.

iv. The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.

V. Employers will not incur additional costs as a result of participating in, implementing, and/or operationalizing the pilot project.

vi. Participating Employers will have the ability to reasonably deny requests, and/or redeploy participating employees if their worksite is closed on the exchanged holiday. Employers are not expected to open an otherwise closed worksite for an employee participating in the pilot project.

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vii. The Working Group will assess and evaluate the effectiveness of the pilot and report back to the parties at the conclusion of the pilot project.

G. This Memorandum is effective for the term of the collective agreement.

MEMORANDUM OF AGREEMENT #28
HEABC Membership for Unionized Long-Term Care and Assisted Living (LTC/AL) Operators

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

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

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

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

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

THEREFORE, the parties agree:

1. For purposes of this Memorandum of Agreement, "*HEABC membership criteria*" are that the organization is a Health Organization (as defined in the HEABC Bylaws) which, directly or indirectly, receives the majority of its funding from the Provincial Government for the provision of services valued at $250,000 or more annually.

2. MOH commits to continue providing wage levelling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria MOH retains the ability to end wage levelling on 90 days notice.

3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage levelling funding is contingent on no subcontracting of work currently by unionized staff.

4. MOH will coordinate with the Public Sector Employers' Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.

5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the CBA within 90 days of ratification or as soon as possible.

6. Within 60 days of ratification, HEABC and CBA will meet for the purpose of negotiating a template Transition Agreement for the transition of employees of new HEABC members in the Community Health bargaining unit to the CBA Collective Agreement.

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7. MOH will create a transition schedule to support a phased transition to HEABC membership over a two-year timeframe (October 1, 2026, to September 30, 2028).

- Phase One (October 1, 2026 – September 30, 2027) will target to include 50% of all LTC/AL operators with unionized employees that meet HEABC membership criteria;
- Phase Two (October 1, 2027 – September 30, 2028) will target to include the remainder of operators with unionized employees that meet HEABC membership criteria.

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

MEMORANDUM OF AGREEMENT #29
Indigenous Grievance and Arbitration Working Group

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;
- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the "*Provincial ISAR Forum*").

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous workers. Therefore, the parties acknowledge the importance of reviewing these processes to create more culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a "*speak-up*" culture in health care.

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

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

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;

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- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

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

- the value and support this involvement would provide Indigenous workers;
- the cultural and emotional safety of Elders or respected community members;
- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, employees, and employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and
- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

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

MEMORANDUM OF AGREEMENT #30
Indigenous Workforce Committee

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

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

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

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

MEMORANDUM OF AGREEMENT #31
Indigenous-Specific Mental Health and Substance Use Support and Resources

Upon ratification, the parties will make a joint recommendation to the Joint Community Benefits Trust (JCBT) as follows:

> The CBA and HEABC jointly request that, if and when the trustees of the JCBT determine, in accordance with the trust's funding policy and the trustees' fiduciary duties, that the funding status of JCBT would reasonably permit the modification of the extended health care benefits, the trustees consider modifying the benefits plan to provide coverage for some or all of the costs of Indigenous-specific mental health and substance use support services that are not presently covered. Such services may include, but are not limited to, counselling, short and long-term healing programs, and medical-related travel expenses.
>
> The CBA and HEABC further recommend that the trustees explore whether any such modifications to the plan can be structured in such a way that the services of Indigenous health organizations and service providers are included in the coverage wherever possible.

The MOA will be satisfied once the above-described joint recommendation is provided to the JCBT.

MEMORANDUM OF AGREEMENT #32
Joint Retraining Fund

In 2008, a fund was created to be used for retraining of contracted out employees pursuant to Bill 29 Settlement Agreement (the "*Retraining Fund*"). The parties wish to continue to make these monies available to CBA members and agree to amend the terms associated with the Retraining Fund as follows:

1. The Retraining Fund will continue to be administered by a Joint Retraining Committee comprised of three representatives appointed by the CBA and three representatives appointed by the HEABC (the "*Committee*").

2. The Committee will set the parameters governing employee access to the Retraining Fund. Retraining is not limited to CBA-specific occupations, but retraining must be for an area of need in the Health Sector as determined and approved by HEABC appointed representatives.

3. The Committee will provide an annual report to the parties on the number of CBA employees approved for funding, a list of the retraining opportunities approved, and any other useful information the Committee would like to share to demonstrate the effectiveness of the Retraining Fund.

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MEMORANDUM OF AGREEMENT #33
Modified Hours of Work Agreement Working Group

The CBA and HEABC (the "*parties*") share a common goal to establish clear parameters and common language for modified hours of work agreements as referenced in Articles 14.2(h) and 15.16.

Therefore, the parties agree to establish a Modified Hours of Work Agreement Working Group (the "*Working Group*") with the goal of recommending for adoption by the parties a letter of agreement that establishes a template for agreements and identifies all relevant language in the CBA Collective Agreement that relates to hours of work agreements.

Discussions of the Working Group are without prejudice and are subject to the agreement of the parties.

The Working Group shall be formed within 90 days of ratification and shall be comprised of three appointees from HEABC and three appointees from the CBA. The parties may invite subject matter experts to attend by mutual agreement. The Working Group shall provide its recommendations to the parties by December 31, 2026.

Each party is responsible for their own costs for participating in the Working Group.

MEMORANDUM OF AGREEMENT #34
Special Leave (Article 20) Working Group

The parties agree to the following process with respect to Article 20.3:

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretation and application of Article 20.3(b)(3);

WHEREAS the FBA and HEABC have already gone through this process and developed joint principles;

THEREFORE, the parties agree to the following:

1. The Community Bargaining Association and HEABC are committed to agreeing to a set of principles to guide the parties to interpret and apply Article 20.3(b)(3).

2. The Community Bargaining Association and HEABC will appoint three representatives each to a working group on Article 20.3(b)(3) (the "*Working Group*").

3. Within 120 days of ratification of the collective agreement, the Working Group will begin to meet to develop a set of principles to guide the parties to interpret and apply Article 20.3(b)(3) based on a review of the principles developed and published in 2024 by the FBA and HEABC, decisions of arbitrators, expedited arbitrators and industry troubleshooters written recommendations, who have interpreted Article 20.3(b)(3) and other information the Working Group may deem relevant.

4. If the Working Group is unable to reach agreement on the principles within 12 months of convening, outstanding differences will be referred to a mutually agreed-to arbitrator who will act as a mediator and issue a report with recommendations.

5. The Working Group will submit the agreed principles and any report with recommendations from the mediator to the parties. If accepted by both parties, the principles will then be issued as a joint publication as soon as possible.

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MEMORANDUM OF AGREEMENT #35
Regional Joint Occupational Health and Safety Committees Pilot

The parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The parties agree to a two-year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) ("*Regional OHS Committee*") at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP related issues. The Regional OHS Committee will commence within 120 days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

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

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

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

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

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the Committee's effectiveness utilizing established criteria. The results of the assessments will be provided to the parties.

At the end of the two-year pilot, each Regional Committee will assess the Committee's effectiveness utilizing established criteria and determine, in accordance with the Terms of Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the parties.

Within 90 days of ratification HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

MEMORANDUM OF AGREEMENT #36
Standardization of Home Support Risk Assessment Pilot Project

The parties recognize that Employers and employees have responsibilities under the *Workers Compensation Act* and the *Occupational Health and Safety Regulation* to identify workplace hazards, assess risks, and implement measures to protect the health and safety of workers. The parties

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acknowledge that risk assessments and Point-of-Care Risk Assessments are tools in fulfilling these responsibilities.

The parties have a mutual interest in ensuring that the employee perspective is incorporated into the risk assessment process.

The parties agree to establish a three year Home Support Risk Assessment Pilot Project (the "*Project*") to improve the risk assessment process for Community Health Workers (CHWs).

The objectives of the Project are to:

- Create and evaluate standardized risk assessment documentation and process,
- Identify gaps in existing risk assessment processes and recommend solutions,
- Provide peer-based support through designated mentor roles,
- Develop a best practices guide, including training on conducting risk assessments and point-of-care risk assessment practices,
- Reduce injuries in home support settings,
- Increase employee confidence in reporting risks, and
- Improve communication between CHWs and supervisors.

The parties will allocate funds up to a maximum of $750,000 from the OHS Fund through the Memorandum of Agreement Re: Provincial Occupational Health and Safety to support the Project as outlined below:

1) HEABC will transfer $200,000 to the CBA for time-limited support which may include advisors, contractors, or other expenses as approved by the working group. The CBA will provide HEABC with a quarterly written report summarizing expenditures and balances.

2) HEABC will transfer $500,000 to participating health authorities to support the following:

   - Four time-limited CHW Risk Assessment Peer Mentor (Mentor) positions for a maximum of one year, including wages, wage-related costs, training, tools, travel, and other expenses; and
   - Employer expenses associated with participation in the Project, including employee training, backfill to support employee participation, and other expenses as approved by the working group. Employers will provide the parties with a quarterly written report summarizing expenditures and balances.

3) HEABC will pay up to $50,000 for evaluation contractor fees.

Any unused funds at the conclusion of the Project will be returned to the OHS Fund.

Within 90 days of ratification, the parties will establish a working group with equal representation from the CBA and HEABC. The CBA and HEABC will jointly co-chair the working group and will provide oversight, guidance, and support for the duration of the Project.

Phase 1: Planning and Design (Year 1)

Within six months of ratification, the working group will meet to:

- Develop key deliverables, objectives, and quarterly reporting requirements on Project progress;
- Determine the duties and responsibilities for CHW Risk Assessment Peer Mentor roles;

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- Select the home support worksites within participating health authorities; and
- Select an evaluation contractor and develop evaluation framework.

Once the above has been completed, the CBA will acquire the time-limited Project support. Under the direction of the working group, within a further six months, the support will:

- Gather and review existing health authority risk assessment and point of care risk assessment templates, tools, resources, and training materials;
- Identify gaps and inconsistencies;
- Recommend standardized tools and materials, including but not limited to, risk assessment template, point of care risk assessment materials, audit tool, and training materials;
- Ensure all materials meet legal requirements, are practical for use in community settings, and incorporate the frontline CHW perspective;
- Recommend improvements to processes for reporting risks to the Employer;
- Engage with CHWs, health authorities, and other impacted employees through surveys, focus groups, and approved in home visits;
- Review injury statistics to identify high-risk trends, themes and indicators;
- Develop a Project implementation plan, including how the Mentor roles will support the Project and employees; and
- Develop a best practice guide addressing common issues identified.

The working group will meet quarterly, or as mutually agreed, to review progress.

The working group will review and approve the recommended plan and materials. Upon approval by the working group, the Project plan will be implemented at selected home support worksites at the following health authorities:

- Vancouver Coastal Health
- Interior Health Authority

Phase 2: Pilot (Year 2)

Each participating health authority will have two time-limited CHW Risk Assessment Peer Mentor positions to implement the approved plan. The Mentor will be selected by the CBA through an expression of interest and will report to the manager of the selected home support office.

The duties of the Mentor will include but not be limited to:

- Implementing the standardized tools and materials;
- Supporting education of CHWs and other team members;
- Providing direct peer mentoring;
- Conducting targeted risk assessments based on the approved work plan or as requested by the Employer or CHWs;
- Meeting regularly with site leadership to identify areas requiring support;
- Increasing awareness and knowledge of risk assessments and point of care risk assessments amongst all staff;
- Increasing staff confidence in reporting risks; and

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- Improving and empowering CHW's communication amongst team members including supervisors.

Phase 3: Evaluation (Year 3)

Within 60 days after completion of Phase 2, the working group will engage the selected evaluation contractor. The contractor will conduct an evaluation of the Project and produce a final written report that includes:

- A comprehensive review and evaluation of the Project;
- An assessment of the effectiveness of the developed tools, materials, and Mentor roles;
- An analysis of outcomes related to injury trends, reporting practices, and staff confidence; and
- Actionable recommendations for the parties based on the evaluation findings.

This Memorandum of Agreement will expire upon receipt of the final evaluation report.

MEMORANDUM OF AGREEMENT #37
Low Wage Redress for Wage Comparability Adjustments

WHEREAS, the parties have agreed to $32,418,000 in annualized ongoing low wage redress funding to be allocated each fiscal year of the 2025 – 2029 CBA Collective Agreement under Schedule B with:

- $6,360,000 effective the first pay period after April 1, 2025;
- $7,213,000 effective the first pay period after April 1, 2026;
- $7,830,000 effective the first pay period after April 1, 2027; and
- $8,890,000 effective the first pay period after April 1, 2028;

and effective April 1, 2027, the ongoing funding from April 1, 2025 of $6,360,000 will increase to $7,356,000 from the transition of supportive housing employees into the CBA Collective Agreement. Effective April 1, 2027, the ongoing funding from April 1, 2026, of $7,213,000 will increase to $8,342,000 from the transition of supportive housing employees into the CBA Collective Agreement.

WHEREAS, the parties have agreed to allocate some of the low wage redress funding for specific increases and adjustments.

THEREFORE, the parties agree to the following low wage redress increases and adjustments:

- allocate the entirety of low wage redress funding in Year 1 to improve the CBA wage rates at Steps 1, 2 and 3 who are paid less than the FBA comparator benchmark after general wage increases are applied as set out below under the heading "*Year 1 Low Wage Redress*";

- allocate $434,634 of low wage redress funding in Year 2 to convert the 5% of straight-time pay in lieu of paid holidays for Community Health Workers in Article 17.9 into paid holidays;

- allocate $842,832 of low wage redress funding in Year 4 to increase the afternoon shift premium in Article 27.15 by $0.15 per hour; and

- allocate $1,729,312 of low wage redress funding in Year 4 to increase the weekend shift premium in Article 27.15 by $0.20 per hour.

The parties will allocate remaining low wage redress funds consistent with the process in Schedule B.

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Year 1 Low Wage Redress

Effective the first pay period after April 1, 2025, the following CBA Benchmarks will receive adjustments based on FBA benchmark comparators as follows:

CBA Wage Rate at Step 1:

CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 1 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Accounting Administrator 1	Accountant I	35.04	36.70	0.01
Accounting Administrator 2	Accountant II	37.43	39.11	0.00
Activity Assistant	Activity Worker I	27.87	29.82	0.15
Activity Coordinator	Program Coordinator I (Rec)	31.11	32.84	0.00
Activity Worker	Activity Worker II	28.76	30.72	0.13
Administrative Support 1	Clerk II, Receptionist	23.19	25.07	0.16
Administrative Support 2	Clerk III, Receptionist	23.68	25.54	0.15
Administrative Support 3	Secretary	25.50	27.43	0.15
Administrative Support 4	Administrative Secretary	29.66	31.45	0.00
Administrative Support 5	Administrative Assistant	34.72	36.64	0.00
Administrative Support 6	FBA Grid 22	38.14	39.94	0.00
Advocate	Social Service Assistant II	32.49	34.28	0.00
Audiometric Technician 1	FBA Grid 23	29.16	31.18	0.13
Audiometric Technician 2	FBA Grid 26	30.71	32.41	0.00
Certified Dental Assistant	Certified Dental Assistant	28.41	30.28	0.15
Community Health Worker 1	FBA Grid 10	23.19	25.07	0.16
Community Health Worker 2	Nursing Assistant I	28.76	30.72	0.13
Community Retail Clerk	FBA Grid 11	23.68	25.54	0.15
Community Retail Supervisor	Clerk IV, Head Cashier	25.94	27.91	0.15
Cook 1	Cook I	26.38	28.39	0.15
Cook 2	Cook II	26.87	28.85	0.16
Cook 3	Cook III	27.39	29.34	0.16
Custodian/Security Attendant	Building Security Officer and Custodial Attendant	24.12	26.02	0.16
Dental Assistant	Dental Assistant	26.38	28.39	0.15
Detox Worker 1	Nursing Assistant I	28.75	30.72	0.13
Detox Worker 2	Social Service Assistant II	32.49	34.28	0.00
Dialysis Technician	Renal Dialysis Tech I	29.16	31.18	0.13
Dispatcher	FBA Grid 11	23.68	25.54	0.15
Family Resource Worker	Social Service Assistant II	32.49	34.28	0.00
Financial Clerk 1	Clerk III, Accounts Receivable/Payable	23.68	25.54	0.15
Financial Clerk 2	Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll	26.45	28.39	0.15
Financial/Contract Administrator 1	FBA Grid 35	34.91	36.64	0.00
Financial/Contract Administrator 2	Accountant II	37.43	39.11	0.00
Food Service Worker	FBA Grid 9	23.19	25.07	0.16
Group Facilitator	Program Coordinator	31.11	32.84	0.00
Health Record Technician	Health Records Tech	26.87	28.85	0.16
Health Unit Aide	Nursing Assistant I (Sterile Supply)	26.31	28.31	0.16
Home Support Services Supervisor	Program Coordinator I (Rec)	31.11	32.84	0.00
Housekeeper	Housekeeping Aide	23.19	25.07	0.16
Information Technology Administrator 1	Computer Operator II	26.39	26.71	0.00

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CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 1 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Information Technology Administrator 2	Computer Tech Support II	42.14	44.48	0.00
Information Technology Administrator 3	Programmer/Systems Analyst III	45.46	47.60	0.00
Information Technology Administrator 4	Programmer/Systems Analyst III	45.69	47.60	0.00
Instructor	FBA Grid 27	31.11	32.84	0.00
Interpreter	FBA Grid 18	26.87	28.85	0.16
Laboratory Assistant	Lab Assistant II (A)	28.09	30.15	0.15
Library Technician	FBA Grid 21	28.29	30.28	0.15
Maintenance Worker	Maintenance Worker III	25.94	27.91	0.15
Materials Management 1	Clerk IV, Purchasing	25.85	27.91	0.15
Materials Management 2	Clerk V, Purchasing	28.29	30.28	0.15
Materials Management 3	Clerk VI, Purchasing	29.81	31.45	0.00
Payroll Administrator	Payroll Supervisor I	28.75	30.72	0.13
Pharmacy Assistant	Pharmacy Assistant I	27.68	29.69	0.15
Program Coordinator 1	Program Coordinator I (Rec)	31.05	32.84	0.00
Program Coordinator 2	FBA Grid 35	35.01	36.64	0.00
Rehabilitation Assistant	Rehabilitation Assistant	30.26	31.89	0.00
Research Analyst	FBA Grid 42	38.14	39.94	0.00
Residence Coordinator	FBA Grid 32	33.46	35.21	0.00
Resident Building Attendant	Maintenance Worker IV (Charge)	27.73	29.82	0.15
Resident Care Aide	Nursing Assistant I	28.76	30.72	0.13
Scheduler 1	Clerk VI, Staffing	29.72	31.45	0.00
Scheduler 2	Staffing Coordinator	31.60	33.32	0.00
Shelter Support Worker	Social Services Assistant II	32.49	34.28	0.00
Support Worker 1	Nursing Assistant I/ Social Svc Assistant I	28.76	30.72	0.13
Support Worker 2	Social Service Assistant II	32.51	34.28	0.00
Supported Child Care Worker	Nursing Assistant I	28.75	30.72	0.13
Supported Employment Worker	Social Service Assistant I	29.19	30.72	0.13
Therapy Aide	Nursing Assistant I (Therapy Aide)	25.94	27.91	0.15
Transport 1	Transportation Attendant I	23.19	25.07	0.16
Transport 2	Transportation Attendant II	23.68	25.54	0.15
Transport 3	Transportation Attendant III	25.04	26.97	0.15
Transportation Scheduler	FBA Grid 17	26.45	28.39	0.15
Volunteer Coordinator	Coordinator of Volunteers I	29.27	31.18	0.13

CBA Wage Rate at Step 2:

CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 2 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Accounting Administrator 1	Accountant I	35.04	36.70	0.01
Accounting Administrator 2	Accountant II	37.43	39.11	0.00
Activity Assistant	Activity Worker I	27.87	29.82	0.21
Activity Coordinator	Program Coordinator I (Rec)	31.11	32.84	0.00
Activity Worker	Activity Worker II	28.76	30.72	0.18
Administrative Support 1	Clerk II, Receptionist	23.19	25.07	0.22
Administrative Support 2	Clerk III, Receptionist	23.68	25.54	0.21
Administrative Support 3	Secretary	25.50	27.43	0.21
Administrative Support 4	Administrative Secretary	29.66	31.45	0.00
Administrative Support 5	Administrative Assistant	34.72	36.64	0.00
Administrative Support 6	FBA Grid 22	38.14	39.94	0.00
Advocate	Social Service Assistant II	32.49	34.28	0.00
Audiometric Technician 1	FBA Grid 23	29.16	31.18	0.18

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CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 2 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Audiometric Technician 2	FBA Grid 26	30.71	32.41	0.00
Certified Dental Assistant	Certified Dental Assistant	28.41	30.28	0.21
Community Health Worker 1	FBA Grid 10	23.19	25.07	0.22
Community Health Worker 2	Nursing Assistant I	28.76	30.72	0.18
Community Retail Clerk	FBA Grid 11	23.68	25.54	0.21
Community Retail Supervisor	Clerk IV, Head Cashier	25.94	27.91	0.21
Cook 1	Cook I	26.38	28.39	0.21
Cook 2	Cook II	26.87	28.85	0.22
Cook 3	Cook III	27.39	29.34	0.22
Custodian/Security Attendant	Building Security Officer and Custodial Attendant	24.12	26.02	0.22
Dental Assistant	Dental Assistant	26.38	28.39	0.21
Detox Worker 1	Nursing Assistant I	28.75	30.72	0.18
Detox Worker 2	Social Service Assistant II	32.49	34.28	0.00
Dialysis Technician	Renal Dialysis Tech I	29.16	31.18	0.18
Dispatcher	FBA Grid 11	23.68	25.54	0.21
Family Resource Worker	Social Service Assistant II	32.49	34.28	0.00
Financial Clerk 1	Clerk III, Accounts Receivable/Payable	23.68	25.54	0.21
Financial Clerk 2	Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll	26.45	28.39	0.21
Financial/Contract Administrator 1	FBA Grid 35	34.91	36.64	0.00
Financial/Contract Administrator 2	Accountant II	37.43	39.11	0.00
Food Service Worker	FBA Grid 9	23.19	25.07	0.22
Group Facilitator	Program Coordinator	31.11	32.84	0.00
Health Record Technician	Health Records Tech	26.87	28.85	0.22
Health Unit Aide	Nursing Assistant I (Sterile Supply)	26.31	28.31	0.22
Home Support Services Supervisor	Program Coordinator I (Rec)	31.11	32.84	0.00
Housekeeper	Housekeeping Aide	23.19	25.07	0.22
Information Technology Administrator 1	Computer Operator II	26.39	26.71	0.00
Information Technology Administrator 2	Computer Tech Support II	42.14	44.48	0.00
Information Technology Administrator 3	Programmer/Systems Analyst III	45.46	47.60	0.00
Information Technology Administrator 4	Programmer/Systems Analyst III	45.69	47.60	0.00
Instructor	FBA Grid 27	31.11	32.84	0.00
Interpreter	FBA Grid 18	26.87	28.85	0.22
Laboratory Assistant	Lab Assistant II (A)	28.09	30.15	0.21
Library Technician	FBA Grid 21	28.29	30.28	0.21
Maintenance Worker	Maintenance Worker III	25.94	27.91	0.21
Materials Management 1	Clerk IV, Purchasing	25.85	27.91	0.21
Materials Management 2	Clerk V, Purchasing	28.29	30.28	0.21
Materials Management 3	Clerk VI, Purchasing	29.81	31.45	0.00
Payroll Administrator	Payroll Supervisor I	28.75	30.72	0.18
Pharmacy Assistant	Pharmacy Assistant I	27.68	29.69	0.21
Program Coordinator 1	Program Coordinator I (Rec)	31.05	32.84	0.00
Program Coordinator 2	FBA Grid 35	35.01	36.64	0.00
Rehabilitation Assistant	Rehabilitation Assistant	30.26	31.89	0.00
Research Analyst	FBA Grid 42	38.14	39.94	0.00
Residence Coordinator	FBA Grid 32	33.46	35.21	0.00
Resident Building Attendant	Maintenance Worker IV (Charge)	27.73	29.82	0.21
Resident Care Aide	Nursing Assistant I	28.76	30.72	0.18

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CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 2 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Scheduler 1	Clerk VI, Staffing	29.72	31.45	0.00
Scheduler 2	Staffing Coordinator	31.60	33.32	0.00
Shelter Support Worker	Social Services Assistant II	32.49	34.28	0.00
Support Worker 1	Nursing Assistant I/ Social Svc Assistant I	28.76	30.72	0.18
Support Worker 2	Social Service Assistant II	32.51	34.28	0.00
Supported Child Care Worker	Nursing Assistant I	28.75	30.72	0.18
Supported Employment Worker	Social Service Assistant I	29.19	30.72	0.18
Therapy Aide	Nursing Assistant I (Therapy Aide)	25.94	27.91	0.21
Transport 1	Transportation Attendant I	23.19	25.07	0.22
Transport 2	Transportation Attendant II	23.68	25.54	0.21
Transport 3	Transportation Attendant III	25.04	26.97	0.21
Transportation Scheduler	FBA Grid 17	26.45	28.39	0.21
Volunteer Coordinator	Coordinator of Volunteers I	29.27	31.18	0.18

CBA Wage Rate at Step 3:

CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 3 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Accounting Administrator 1	Accountant I	36.69	36.70	0.01
Accounting Administrator 2	Accountant II	39.11	39.11	0.00
Activity Assistant	Activity Worker I	29.56	29.82	0.26
Activity Coordinator	Program Coordinator I (Rec)	32.85	32.84	0.00
Activity Worker	Activity Worker II	30.49	30.72	0.23
Administrative Support 1	Clerk II, Receptionist	24.80	25.07	0.27
Administrative Support 2	Clerk III, Receptionist	25.28	25.54	0.26
Administrative Support 3	Secretary	27.17	27.43	0.26
Administrative Support 4	Administrative Secretary	31.45	31.45	0.00
Administrative Support 5	Administrative Assistant	36.65	36.64	0.00
Administrative Support 6	FBA Grid 22	39.94	39.94	0.00
Advocate	Social Service Assistant II	34.28	34.28	0.00
Audiometric Technician 1	FBA Grid 23	30.96	31.18	0.22
Audiometric Technician 2	FBA Grid 26	32.41	32.41	0.00
Certified Dental Assistant	Certified Dental Assistant	30.02	30.28	0.26
Community Health Worker 1	FBA Grid 10	24.80	25.07	0.27
Community Health Worker 2	Nursing Assistant I	30.49	30.72	0.23
Community Retail Clerk	FBA Grid 11	25.28	25.54	0.26
Community Retail Supervisor	Clerk IV, Head Cashier	27.65	27.91	0.26
Cook 1	Cook I	28.13	28.39	0.26
Cook 2	Cook II	28.58	28.85	0.27
Cook 3	Cook III	29.07	29.34	0.27
Custodian/Security Attendant	Building Security Officer and Custodial Attendant	25.75	26.02	0.27
Dental Assistant	Dental Assistant	28.13	28.39	0.26
Detox Worker 1	Nursing Assistant I	30.49	30.72	0.23
Detox Worker 2	Social Service Assistant II	34.28	34.28	0.00
Dialysis Technician	Renal Dialysis Tech I	30.96	31.18	0.22
Dispatcher	FBA Grid 11	25.28	25.54	0.26
Family Resource Worker	Social Service Assistant II	34.28	34.28	0.00
Financial Clerk 1	Clerk III, Accounts Receivable/Payable	25.28	25.54	0.26
Financial Clerk 2	Clerk IV, Accounts Payable / Clerk II, Accounts Receivable / Clerk IV, Payroll	28.13	28.39	0.26
Financial/Contract Administrator 1	FBA Grid 35	36.65	36.64	0.00
Financial/Contract Administrator 2	Accountant II	39.11	39.11	0.00

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CBA Benchmark	FBA Comparator Benchmark	CBA Wage Rate at Step 3 (April 1, 2025)	FBA Wage Rate (April 1, 2025)	Low Wage Redress Adjustment
Food Service Worker	FBA Grid 9	24.80	25.07	0.27
Group Facilitator	Program Coordinator	32.85	32.84	0.00
Health Record Technician	Health Records Tech	28.58	28.85	0.27
Health Unit Aide	Nursing Assistant I (Sterile Supply)	28.04	28.31	0.27
Home Support Services Supervisor	Program Coordinator I (Rec)	32.85	32.84	0.00
Housekeeper	Housekeeping Aide	24.80	25.07	0.27
Information Technology Administrator 1	Computer Operator II	28.00	26.71	0.00
Information Technology Administrator 2	Computer Tech Support II	44.49	44.48	0.00
Information Technology Administrator 3	Programmer/Systems Analyst III	47.61	47.60	0.00
Information Technology Administrator 4	Programmer/Systems Analyst III	47.61	47.60	0.00
Instructor	FBA Grid 27	32.85	32.84	0.00
Interpreter	FBA Grid 18	28.58	28.85	0.27
Laboratory Assistant	Lab Assistant II (A)	29.89	30.15	0.26
Library Technician	FBA Grid 21	30.02	30.28	0.26
Maintenance Worker	Maintenance Worker III	27.65	27.91	0.26
Materials Management 1	Clerk IV, Purchasing	27.65	27.91	0.26
Materials Management 2	Clerk V, Purchasing	30.02	30.28	0.26
Materials Management 3	Clerk VI, Purchasing	31.45	31.45	0.00
Payroll Administrator	Payroll Supervisor I	30.49	30.72	0.23
Pharmacy Assistant	Pharmacy Assistant I	29.43	29.69	0.26
Program Coordinator 1	Program Coordinator I (Rec)	32.85	32.84	0.00
Program Coordinator 2	FBA Grid 35	36.65	36.64	0.00
Rehabilitation Assistant	Rehabilitation Assistant	31.89	31.89	0.00
Research Analyst	FBA Grid 42	39.94	39.94	0.00
Residence Coordinator	FBA Grid 32	35.21	35.21	0.00
Resident Building Attendant	Maintenance Worker IV (Charge)	29.56	29.82	0.26
Resident Care Aide	Nursing Assistant I	30.49	30.72	0.23
Scheduler 1	Clerk VI, Staffing	31.45	31.45	0.00
Scheduler 2	Staffing Coordinator	33.32	33.32	0.00
Shelter Support Worker	Social Services Assistant II	34.28	34.28	0.00
Support Worker 1	Nursing Assistant I/ Social Svc Assistant I	30.49	30.72	0.23
Support Worker 2	Social Service Assistant II	34.28	34.28	0.00
Supported Child Care Worker	Nursing Assistant I	30.49	30.72	0.23
Supported Employment Worker	Social Service Assistant I	30.49	30.72	0.23
Therapy Aide	Nursing Assistant I (Therapy Aide)	27.65	27.91	0.26
Transport 1	Transportation Attendant I	24.80	25.07	0.27
Transport 2	Transportation Attendant II	25.28	25.54	0.26
Transport 3	Transportation Attendant III	26.71	26.97	0.26
Transportation Scheduler	FBA Grid 17	28.13	28.39	0.26
Volunteer Coordinator	Coordinator of Volunteers I	30.96	31.18	0.22

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LETTER OF AGREEMENT #1

between
Health Employers Association of British Columbia (HEABC)
and
the Community Bargaining Association (CBA)

Assignment of Arbitrators

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 email notification of the request for an arbitrator to the administrator with a copy to the Employer and HEABC.

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 to Article 9.2(b) (Assignment of Arbitrator), in rotation, on the following Friday after the two-week period in (3) above, from the agreed to list in Article 9.2(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.

LETTER OF AGREEMENT #2
CBA New Compensation Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC *Labour Relations Code*, with an effective date after December 31, 2024 and the first four years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) net compensation increases (NCIs) that in accordance with how NCIs are defined and calculated in this LOA, are paid out and exceed the sum of the NCIs that are paid out in the 2025 CBA Agreement, the total NCIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.

2. Unless otherwise specified in this LOA, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage-impacted benefits by 3%. For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.

3. For the purposes of this LOA, the value of any flexibility allocations and any increase to non-wage impacted benefits shall be determined in accordance with the following steps:

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i. The value shall be calculated based on the percentage increase represented to the overall total compensation base, including non-wage-impacted benefits;

ii. The value in (i) above shall then be treated as the NCI value. For clarity, a 0.2% flexibility allocation shall be treated as a 0.2% NCI, notwithstanding the fact that a 0.2% flexibility allocation is applied to the overall compensation base and may be greater than a 0.2% increase to the W&WIB compensation base.

4. The sum of all GWIs and the flexibility allocation for the CBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the CBA shall also comprise of all other negotiated increases contained in the four-year 2025 CBA Collective Agreement, including any low wage and benefit redress adjustments.

5. For clarity, NCI's do not include low wage and benefit redress adjustments for the CSSBA or any BCGEU bargaining unit , mid-contract labour market adjustments for specific occupations agreed to post-ratification to address critical skills shortages that have emerged or worsened since bargaining; increases for the CUPE 873 Ambulance Paramedics bargaining unit; compensation increases that are funded by equivalent collective agreement savings; policy funding that is not directly tied to a collective agreement; increases resulting from an employer being designated as a public sector employer under the *Public Sector Employers Act*; relief from provisions in a prior collective agreement that were to become effective after the term of the prior collective agreement for the NBA Collective Agreement only; increases awarded through binding interest arbitration; or any grievance resolutions.

6. Subject to paragraph 10 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat may be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 10 must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.

7. During the term of the 2025 CBA agreement, PSEC Secretariat shall notify the CBA of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the LOA, the corresponding value of the net compensation increase it represents.

8. For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional $.30 per hour, $400 per year, or 1% increase).

9. If this LOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 10.

10. Any disputed related to the interpretation, application, or alleged violation of this LOA, including any decisions made by the PSEC Secretariat in relation to it, may be referred to directly to an arbitrator mutually agreed to by the parties.

11. This Letter of Agreement will be effective during the term of the 2025 CBA Agreement.

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KEYWORD INDEX

Note to users: Article and section numbers are listed at the end of each entry. Page numbers appear at the end of the dotted line. MOU = Memorandum of Understanding. App = Appendix.

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