



Comprehensive Report

on the tentative agreement reached between the **Health Services and Support Facilities Subsector Bargaining Association of Unions (Facilities Bargaining Association or “FBA”)** and the **Health Employers Association of British Columbia (“HEABC”)**



SEPTEMBER 2022

FACILITIES BARGAINING ASSOCIATION

Hospital Employees' Union

British Columbia General Employees' Union

International Union of Operating Engineers
Local No. 882-882B-882H

Public and Private Workers of Canada Local No. 5

International Brotherhood of Electrical Workers
Local No. 230

British Columbia Nurses' Union

United Brotherhood of Carpenters and Joiners
of America Local No. 1598

United Association of Journeymen and
Apprentices of the Plumbing and Pipefitting
Industry of the United States and Canada
Local No. 324

International Union of Painters and Allied Trades
District Council 38

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Review historical wage cuts and make interim **wage adjustments** prioritizing lower wage classifications in 2023 and 2024.

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Premium increases for weekend, evening and night shifts.

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New and improved **cost coverage** for sick notes, criminal records checks, CSA footwear, Foodsafe refreshers, registration and license fees, TQ premiums, transportation allowance, and more.

05



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06



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07



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Additional 9.25 million **staffing hours** - 3/4 of those hours committed to regular positions.

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Additional provisions to measure **diversity and inclusion** in the workplace, promote trans inclusion, and address harassment and bullying.

Backgrounder



Unprecedented gains in three-year tentative agreement tackle pressures facing health care workers

Full cost of living adjustments would see biggest wage gains in decades; tentative agreement includes new and improved benefits and allowances, and action on the staffing crisis

On September 1, the multi-union Facilities Bargaining Association (FBA) and the Health Employers Association of BC (HEABC) reached a tentative agreement covering more than 60,000 health care workers across the province.

The HEU Provincial Executive has endorsed the unanimous recommendation of the tentative agreement by the Facilities Bargaining Committee and is asking members to vote YES in upcoming ratification votes.

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

"Our bargaining committee has negotiated an unprecedented agreement for the unprecedented times we are facing in health care and in the economy," says Brisard, who is the lead negotiator and spokesperson for the FBA.

"By April 2024 – a little more than 18 months from now – members covered by this agreement will see their wages increase by 14.2% to 14.9% if the maximum cost of living adjustments are triggered."

There will be additional increases prioritizing lower-paid classifications starting in 2023 as part of a review of how wage cuts made by the BC Liberals in 2004 have impacted pay equity in the bargaining unit.

"Your bargaining committee has negotiated more than 100 new provisions, including a major update of our health and safety language, a number of new and improved premiums and allowances, more worker control over shift scheduling, action on reconciliation and diversity, and more opportunities for training and education," says Brisard.

"And significantly, health employers are committed to adding 9.25 million hours of staffing adding thousands of new workers to the front lines. More than three out of four of these positions will be regularized."

Wage, premiums and allowances on the rise

Under the proposed three-year contract, workers will see wage increases linked to cost of living adjustments in April 2023 and April 2024, on top of retroactive wage increases in April 2022 ([see page 11 for a detailed explanation](#)).

The April 2022 wage boost is 3.24% on top of 25 cents an hour, which for most members equates to a total wage boost of 4.24% or more. The flat amount in year one means a higher percentage for lower-salaried classifications.

In April 2023, a base 5.5% boost will be increased by up to 1.25% to a maximum of 6.75% if inflation outpaces the base amount. In April 2024, a base increase of 2% will be increased by up to 1% to a maximum of 3%.

At the lower end of the pay grid, that means a maximum 14.9% wage boost within 18 months of ratification with a minimum guarantee of 12.4% in the unlikely event that the cost of living adjustments are not triggered in either year.

For care aides – the largest classification in the bargaining unit – wages could rise by as much as 14.6% over the term of the agreement.

The tentative agreement also includes a process to address the historic wage cuts made by the BC Liberals in 2004 in future rounds of bargaining. As part of this agreement, more than \$15.6 million in ongoing funding will fund interim wage adjustments prioritizing lower-wage rated classifications starting in April 2023.

Former Labour Relations Board chair and HEU assistant secretary-business manager Jacquie de Aguayo will act as the arbitrator in this process.

Other compensation improvements include an increase to shift premiums phased in over the agreement. The increases to weekend, evening and

night premiums begin in April 2023, and those increases are retroactive.

“The bargaining committee secured a number of new and improved allowances that mean direct cost savings to members,” says Brisard.

“Employers will think twice about requesting sick notes as they’re now on the hook for half the cost. And criminal record checks required by the employer will now be fully reimbursed.”

FOODSAFE refresher courses will now be covered. The Trades Qualification premium has been significantly boosted, and there is now an allowance for CSA-certified grade one or two protective toecap or electrical protective footwear.

A union-administered fund has been established to reimburse positions such as Regulated Pharmacy Technicians for registration and license fees for a provincial health profession regulatory college where this is a condition of employment.

The transportation and clothing allowances have also been improved.

Workload, recruitment and retention, and improved work-life balance

“Addressing the pressure-cooker environment on health care’s front lines was a top priority for the bargaining committee,” says Brisard. “This agreement tackles the issue of workload head on.”

A key commitment by health employers to add 9.25 million new staffing hours to the bargaining unit by the end of the agreement meaning at least 2,000 new positions over and above contracted out workers who’ve been repatriated under the terms of the 2019-2022 Collective Agreement.

The bargaining committee negotiated stronger work prioritization language and additional

provisions that require the employer to engage in early and ongoing consultation with health care unions when COVID, floods, fires or other emergencies impact the deployment of health care workers.

There's new language that facilitates worker-led changes to reduce the number of six-day rotation schedules and stronger notice requirements when the employer is looking to change work-from-home arrangements.

Opportunities to port seniority, sick leave, vacation and other entitlements to a new Facilities employer have been expanded.

“Providing members with opportunities to have more control over their work-life balance, and providing them with more opportunities for career

advancement is key to retaining skilled workers and attracting the next generation of health care workers,” says Brisard.

The bargaining committee secured a record \$4.5 million in new funding for the popular FBA Education Fund, which has helped thousands of members with short- and long-term education and training opportunities to advance in their health care careers.

And importantly, unions, employers and government will continue to work to identify opportunities to bring more privatized work back into the health care system, including dietary and house-keeping workers at Fraser health P3 hospitals and facilities.

Improved health and safety, more stewards to enforce the contract

With the high rates of injuries, making workplaces safer was also a top membership priority. Workers will have input into care plans for aggressive patients or residents. The agreement also adds language to allow for violence prevention refresher training. JOHS committee rights have been extended, and occupational health and safety

also includes physical and psychological health and safety.

A number of new rights were also negotiated. This includes more resources for union stewards (21.2 full-time equivalent positions at the largest sites) and additional Enhanced Disability Management Program (EDMP) stewards.

Reconciliation in action

The National Day for Truth and Reconciliation statutory holiday (recognized on September 30) has also been added to the collective agreement.

The tentative agreement also includes up to five paid days off for ceremonial, cultural and spiritual events for Indigenous workers and unpaid leave to

campaign for and serve on Indigenous governing entities like band councils.

“We believe this agreement is a major step forward for our members and for our work as a union on reconciliation and decolonization. We're building a stronger health care system with more rights, respect and security,” said Brisard.

Diversity and inclusion in the workplace

The proposed contract also includes a number of reconciliation and equity-related improvements, including forming a Diversity, Equity and Inclusion (DEI) working group to collect data on the realities of racialized, disabled, and 2SLGBTQ+ health care workers.

The tentative agreement provides a strengthened process and better language for sexual and domestic violence leaves; and funding for trauma-informed counselling with a third-party investigator dedicated to sexual harassment complaints.

The agreement includes comprehensive language to improve trans inclusion in the workplace, and the parties have agreed to ask the Joint Facilities Benefit Plan to expand benefits coverage for workers accessing gender-affirming treatments and transition.

Updates will also be made to the collective agreement language to make it gender-neutral.

Meena Brisard says the tentative agreement addresses many of the priority issues members identified at their bargaining conference last fall, such as workload, short-staffing, mental health supports, and recruitment and retention.

“It’s significant that we were able to convince employers to work with us to address the workload, recruitment and retention, and health and safety issues for our members,” said Brisard.

“We’ve made significant progress in this agreement, with new provisions that will build a stronger health care system with more rights, respect and security for our members,” said Brisard.

More than 90 per cent of the FBA membership is represented by the Hospital Employees’ Union.

The tentative agreement needs to be ratified by both union members and health employers. If ratified, it will cover more than 60,000 health care workers in publicly funded hospitals, long-term care facilities, health authority corporate offices and warehouses, and other settings across the province.

FBA members work in direct patient and resident care as well as in support services, technical, clerical and trades and maintenance areas.

In addition to HEU, the FBA includes workers in eight other unions, including the B.C. General Employees’ Union and the International Union of Operating Engineers.

THE FBA BARGAINING COMMITTEE:

- HEU secretary-business manager, FBA negotiator/spokesperson Meena Brisard
- HEU president Barb Nederpel
- HEU financial secretary Betty Valenzuela

HEU MEMBERS

Chena Binns, Angela Bonazzo, Rhonda Bruce, Yann Cayla, Celestina (Tina) Clemente, Lisa Kreut, Barbara (Barb) Owen, Diane Tomei, Dallas Vandekerkhove and Jesse Winfrey

BCGEU MEMBERS

Micheil Bryson, Thomas Christen, Gavin Gill, Lynn Meskas, Mahen Ramdharry, Ryan Stewart and Richard Ziemianski

IUOE MEMBERS

Adrian David and Haemant Sawh

IBEW REPRESENTING OTHER UNIONS IN THE FBA

Cory McGregor

NOTE: This section (p. 11-42) provides an explanation and analysis of the major provisions of the tentative agreement. Please refer to the Appendix to this document (starting on p. 43) for agreed-to language.

Wages, premiums and allowances



SEE PAGES 47-55

Negotiations for a new agreement took place against the backdrop of a serious recruitment and retention crisis, and rising costs not seen in decades.

A high priority for the bargaining committee was to secure an agreement that protects pay cheques against inflation while providing an overall compensation package that will keep experienced workers on the job and attract new workers to the sector.


The tentative agreement includes substantial general wage increases, improved premium pay in a number of areas, and several other compensation-related gains that will benefit workers directly.

The bargaining committee has secured an unprecedented agreement for a review of the impact of the 2004 wage cuts on FBA members in preparation for future bargaining. The agreement includes modest funding for interim wage adjustments prioritizing lower-paid classifications starting in 2023.

The tentative agreement also includes a “me-too” clause that triggers additional increases should another public sector bargaining unit negotiate higher general wage increases or changes in the COLA calculation. (see: [MoA Public Sector Wage Increases p. 49](#))

General wage increases (GWI) and term of agreement

SEE PAGES 47-48



RETROACTIVE PAYMENTS

General wage increases, increases to weekend, evening, and night premiums and a number of new and improved allowances, will be paid retroactively to April 1, 2022.

For example, a full-time employee at grid 22 would see approximately \$1275 of gross retroactive pay, assuming it is calculated back from November 4. Any shift premiums or other allowances would be on top of this.

The term of the three-year tentative agreement is April 1, 2022, to March 31, 2025.

The agreement provides General Wage Increases (GWIs) in 2022, 2023 and 2024 with a potential cost of living adjustments (COLA) to the GWI in the last two years linked to increases in the annualized BC Consumer Price Index over a 12-month period.

If the maximum possible COLA is triggered in both the second and third year, the total wage increase over the three-year agreement will exceed 14% for all classifications by April 2024. For Grid 22 and below, total wage increases in this scenario would exceed 14.6% by April 2024.

Impact of GWI plus Cost of Living Adjustments (COLA) on selected classifications						
	Hourly Wage by April 1, 2024				Total Increase (%) by April 1, 2024	
	GRID	CURRENT \$/HOUR	NO COLA	MAX COLA	NO COLA	MAX COLA
Housekeeper	10	20.97	23.58	24.09	12.4%	14.9%
Nursing Unit Assistant	SD16(A)	24.46	27.45	28.05	12.2%	14.7%
Lab Assistant II(A)	SD18	25.31	28.40	29.02	12.2%	14.7%
Care Aide	22	25.83	28.97	29.60	12.2%	14.6%
Pharmacy Technician	32	29.86	33.46	34.19	12.1%	14.5%
Electrician	MA31	35.11	39.29	40.14	11.9%	14.3%

*Final wage grid may vary slightly from these numbers due to rounding.

- Year 1: April 1, 2022** GWI – 4.24%* (\$0.25 an hour and then 3.24%)
- Year 2: April 1, 2023** GWI – Minimum 5.5% plus up to 1.25% COLA to a maximum of 6.75%
- Year 3: April 1, 2024** GWI – Minimum 2% plus up to 1% COLA to a maximum of 3%

*Based on Grid 22 (e.g. care aide) at the current rate of \$25.83, the \$0.25 increase in Year 1 equals about 1%. The Year 1 increase will range from about 3.82% to 4.47% across the Facilities’ pay grid. The equivalent percentage wage increase will be higher for lower hourly wages and lower for higher hourly wages.

Cost of Living Adjustment (COLA) trigger:

The COLA in Year 2 and Year 3 will be triggered if inflation exceeds the GWI.

Examples: If inflation is measured at 7.5% in Year 2, the GWI would be 5.5% plus the additional maximum COLA of 1.25% for a total of 6.75%. But if inflation is 6.5%, the additional COLA GWI would cover the difference of 1% for a total GWI of 6.5%.

Please note that the COLA formula will not result in a reduction of the GWI. For example, if inflation in Year 2 is below 5.5%, there will not be a reduction in the GWI.

Inflation is calculated using the annualized average B.C. Consumer Price Index (BC CPI) numbers for the March to February periods preceding April 1, 2023, and April 1, 2024, and comparing them with the same period in the previous year.

This is a standard measure for calculating inflation-indexed programs, entitlements and wage triggers. It is used in B.C. for the calculation of allowable rent increases, adjustments to the minimum wage and MLA salaries.

For reference, the annualized average increase in the BC CPI for the period of March 2021 to February 2022 was 3.4%. The negotiated April 2022 GWI exceeds this amount.

Shift premiums

SEE PAGE 50

The proposed contract also includes increases to hourly shift premiums as follows:

IMPROVEMENTS TO HOURLY SHIFT PREMIUMS			
	CURRENT	APRIL 1, 2022*	APRIL 1, 2023
WEEKEND	\$1.80	\$2.00	\$2.15
EVENING	\$1.80	\$1.90	—
NIGHT	\$2.50	\$3.00	\$3.20

*Shift premiums are retroactive to April 1, 2022

Wage comparability review

SEE PAGES 50-52

In 2004, the BC Liberal government cut wages to members covered by the Facilities agreement as part of back-to-work legislation. Those cuts wiped out years of progress toward achieving pay equity in the bargaining unit.

The bargaining committee has secured an unprecedented agreement with health employers and government to review the impact of these historical wage cuts, and especially their impact on previous pay equity adjustments.

The Facilities Subsector Wage Comparability Review provides a process to make recommendations for the next round of bargaining as well as providing funding to provide interim wage adjustments prioritizing the lower-wage rated classifications starting in April 2023.

Former Labour Relations Board chair, Jacquie de Aguayo, is named as the arbitrator in this process. De Aguayo previously served as HEU’s assistant secretary-business manager and legal director.



The review includes a working group that will meet within 90 days of ratification and on a regular basis going forward. The working group will include union, employer and government representatives.

The arbitrator, de Aguayo, will help the parties decide what constitutes comparable jobs, relevant public sector comparators, and issues around the framework for the review process.

The review process will be informed by the pay equity principles and framework for job evaluation factors contained in Article 49 – Pay Equity of the Facilities agreement.

- In addition to the review process, the parties will determine the allocation of the interim annual, ongoing fund of \$10,635,000 per year (effective April 1, 2023): increasing to \$15,635,000 (effective April 1, 2024) to provide interim wage adjustments.
- And the parties will provide information and recommendations for government to consider in the development of its next bargaining mandate and for the FBA and HEABC to prepare and negotiate as part of the renewal of the 2022-2025 Facilities Collective Agreement.

Transportation allowance

SEE PAGE 52

The transportation allowance is improved for employees using their own vehicle to conduct business on behalf of and at the request of the employer.

The allowance will now be equivalent to the Canada Revenue Agency's reasonable per-kilometre allowance, currently set at \$0.61/kilometre for 2022, an increase from the current fixed rate of \$0.54/kilometre.

The minimum allowance has also been more than doubled, from \$2 to \$5 ([see Article 23 – Call Back p. 52](#)). These changes are retroactive to April 1, 2022.

Trades Qualification premium

SEE PAGE 50

Trades workers who hold a Trades Qualification (TQ) ticket as a requirement of their job will receive an annual \$900 TQ premium, up from \$625. If a tradesperson is required to have more than one TQ ticket, they will receive an annual \$1300 TQ premium, up from \$625.

Porter benchmark review

SEE PAGE 53

The parties have agreed to develop a new benchmark for porters and will meet within 180 days of ratification of the agreement to begin this work.

Orthopaedic Technologists

SEE PAGE 53

Increment steps have been eliminated for the Orthopaedic Technologists' wage grid, who will be paid based on the highest increment step. Currently Orthopaedic Technologists are the only classification with increments.

Sick notes

SEE PAGE 54

Where an employer requires a medical note, they will reimburse 50% of the cost. Current coverage for the cost of medical notes under the Enhanced Disability Management Program will continue.

Criminal records check

SEE PAGE 54

Employees will be reimbursed for criminal records checks, including the cost of fingerprinting if required, when it is a condition of their employment.

FOODSAFE

SEE PAGE 54

Where it is a condition of employment, the employer has agreed to reimburse current members for the FOODSAFE Level 1 Refresher, plus 1.5 hours at straight-time to complete the course.

Uniforms and footwear

SEE PAGE 54

The employer will reimburse up to \$125 a year for required Canadian Standard Association (CSA) certified grade one or two protective toecap or electrical protective footwear.

The uniform allowance is raised to \$12 per biweekly pay-period, up from \$10.

Both footwear and uniform allowances are retroactive to April 1, 2022.

Registration and license fees

SEE PAGE 54

Through the establishment of a \$700,000 annual FBA Licensing and Registration Fund, positions such as Regulated Pharmacy Technicians can apply for reimbursement for registration and license fees for a provincial health profession regulatory college where this is a condition of employment.

Forensic Psychiatric Hospital premium

SEE PAGE 55

The Memorandum of Agreement Re: Forensic Psychiatric Hospital Premium provides for the recognition of uniquely challenging working conditions at Forensic Psychiatric Hospital (FPH).

FBA members assigned to forensic minimum or medium security units or community settings, or maximum or multi-level security units will be eligible for additional hourly premiums of 2% or 4%, depending upon the unit designation.

Vacation and leaves



SEE PAGES 56-62

The bargaining committee has secured agreement to review the application of special leave language in the collective agreement which continues to be a concern for many members trying to access their special leave entitlements.

In addition, the tentative agreement brings leave provisions up-to-date and compliant with changes to the *Employment Standards Act* (ESA), and makes other improvements to leave provisions. And the collective agreement now includes a new statutory holiday on September 30 – the National Day for Truth and Reconciliation.

Vacation entitlement

SEE PAGE 56

Workers with 30 years of continuous service can now accrue an additional day of vacation for a total of 46 days of vacation, effective July 1, 2023.

Vacation scheduling

SEE PAGE 56

Annual vacation is accrued from July 1 to June 30. Vacation leaves must be requested in writing during vacation planning in each department and are approved based on seniority and operational requirements.

The proposed agreement now includes a process for regular full-time employees wanting more flexibility with vacation scheduling to hold back up to 37.5 hours in the annual vacation planning. They must submit their request to schedule the held back vacation by August 1.

Regular part-time employees will be entitled to hold back vacation on a proportionate basis, as outlined in Articles 28.01 and 28.02.

Compassionate/bereavement leave

SEE PAGE 57

Compassionate leave will be renamed bereavement leave so as not to be confused with compassionate care leave under the *Employment Standards Act*. And the definition of “family” in this provision has been updated and expanded to be more inclusive.

In addition, an Indigenous employee whose cultural practices include an expanded understanding of immediate family shall be granted bereavement leave consistent with those practices. See Ceremonial, cultural, spiritual and bereavement leave for Indigenous employees. ([p. 92](#))

Maternity leave

SEE PAGE 58

Changes to the maternity leave articles make them consistent with the *Employment Standards Act*, including extending leave commencement to anytime between 13 weeks before the date of birth and the date of birth, shortening the notice period of pregnancy that must be given to the employer from ten (10) weeks to four (4) weeks, adding six (6) weeks of maternity leave if the pregnancy is terminated or if the birth parent is unable to return at the end of the leave.

“Claw back” provisions have been eliminated for benefits and vacation accumulation while on leave for employees who do not return to employment for six (6) months following their maternity and/or parental leaves.

The maternity leave allowance waiting period has also been reduced to one (1) week from two (2) weeks, which is consistent with the *Employment Insurance* scheme.

Parental and adoption leave

SEE PAGES 59-60

To recognize and be inclusive of modern families, “paternity leave” in Article 30 - Special Leave will be renamed parental leave, which along with adoption leave, will increase from one (1) paid day to two (2) paid days for eligible employees.

Changes to parental leave include increasing the supplemental employee benefit to twelve (12) weekly payments, which may be shared between two parents who work for the same employer, and ensuring both parents are each entitled to the full 61-62 weeks of unpaid parental leave.

Special Leave working group

SEE PAGES 60-61

Under a Memorandum of Agreement, the parties will form a working group to identify common principles for the interpretation and application of Special Leave Article 30.01(3), which covers serious household or domestic emergencies, including illness or injury of an immediate family member.

The working group will work towards developing a joint interpretation document that employers, members and shop stewards can rely on to minimize disputes and confusion around the article.

The working group will include representation from the union and employer and will meet within 120 days of ratification. Arbitrator Judy Korbin will assist in developing the principles and act as a mediator if the two sides cannot reach an agreement within twelve months.

Sexual and domestic violence leave

SEE PAGE 61

Improvements to sexual and domestic violence leave, including clarifying how this leave may be taken, codifying the right of all employees, including casuals, to a minimum of five (5) paid days, and increasing the number of special leave days an eligible employee may take in addition to these five (5) days from three (3) to five (5), bringing the combined total to ten (10) paid days.

Unpaid leave

SEE PAGE 62

To bring the collective agreement in line with the *Employment Standards Act* (ESA), workers on ESA leaves will receive full benefits for the first 20 days of unpaid leave. For the balance of the leave, workers will continue to accrue seniority and service for annual vacation accrual and entitlement, increment progression, severance and pension. The employer will maintain health and welfare benefit coverage for employees on ESA leaves with the exception of workers on reservists' leave.

Other claims

SEE PAGE 62

Changes to Article 31.12 identify the criteria by which employees may need to reimburse the employer for paid sick leave if they later receive compensation or damages from a third-party claim, other than the Joint Facilities Benefit Trust (JFBT), for that same period.

Part-time employee sick leave

SEE PAGE 62

Article 31.13 has been amended to ensure part-time employees have access to at least as many sick days as provided under the *Employment Standards Act*.



Safety at work



SEE PAGES 63-77

With health injury rates higher than any other labour sector, safer working conditions and safe workloads were key priorities in this round of bargaining.

The COVID-19 pandemic, along with fires, floods and heat domes, have compounded serious staffing shortages and are causing serious burnout and other mental health challenges in addition to workload-related soft tissue injuries and exposure to violence.

The 2022-2025 tentative agreement contains a number of new provisions that deal directly with occupational health and safety, injuries, workload, and provide more Enhanced Disability Management Program (EDMP) stewards.

Joint occupational health and safety committees

SEE PAGES 63-70

Joint Occupational Health and Safety committees (JOHSC) are essential to contributing to safe working conditions by identifying and resolving health and safety issues in the workplace. Changes in this tentative agreement better support JOHSC members in ensuring employers meet their health and safety responsibilities.

A new definition clarifies that “occupational health and safety” includes both physical and psychological health and safety. And now, it is clear that the JOHSC can now recommend risk assessments when the committee has determined that there is a hazard in the workplace.

New language confirms compensation for JOHSC members for meeting prep time, fulfilling their JOHSC duties and functions, and participating in their annual education and the additional education day in a committee member’s first year. The employer will reimburse education costs.

Changes to Article 37.01 expand provisions to include worker health and safety representatives at smaller worksites where a JOHSC is not required. They have the same duties and functions as the JOHSC and access to the same education leaves. And provisions in the tentative agreement include relief coverage for JOHSC members when necessary.

Aggressive patients/residents

SEE PAGE 65

Employees who are providing care for an aggressive patient or resident will be able to give input into the instructions for care. And the employer will provide in-service and/or instruction in caring for aggressive patients/residents at the request of employees, and those employees may provide input on the topics for the in-services.

Employee safety

SEE PAGE 67

Violence prevention refresher training will be provided and employees can request the training, which will not be unreasonably denied.

New language outlines reporting procedures for harassment members may experience from patients and visitors.

Biological exposure control plans will be developed based on the precautionary principle. The precautionary principle means that where there is uncertainty about the mode of transmission, the highest level of safety and PPE must be implemented.

Sexual and domestic violence at work

SEE PAGE 68

The tentative agreement includes a commitment from the employer to revise or develop a policy to address sexual and domestic violence at the workplace that will be made available to all workers within 180 days of ratification.

The policy will:

- Identify the process for reporting.
- Commit to taking appropriate action, which may include creating and implementing individualized safety plans.
- Protect employees' confidentiality and privacy and ensure no adverse employer action is taken against the employee for reporting sexual or domestic violence in good faith.

The employer will indicate how to access community resources as well as employer support and resources, which will reflect the principles of trauma-informed care. And the employer will consider the risk of domestic and sexual violence as part of their violence prevention risk assessment.

A description of the new language for sexual and domestic violence leaves can be found on page 18.

Psychological health and safety

SEE PAGE 69

Ensuring good psychological health and safety in the workplace promotes mental health and helps to prevent psychological harm at work. The employer is required to implement the national *Psychological Health and Safety Standard* to protect workers from psychological harm and has agreed to communicate its adoption of the standard to employees.

To promote psychological safety, JOHSC are now empowered to identify psychological health and safety hazards, participate in related inspections and investigations, and recommend improvements for psychologically healthy and safe workplaces.

Included in the tentative agreement are all 13 factors affecting psychological health and safety in the workplace, which are: organizational culture, psychological and social supports, clear leadership & expectations, civility & respect, psychological demands, growth & development, recognition & reward, involvement & influence, workload management, engagement, balance, psychological protection and protection of physical safety.

Personal Protective Equipment (PPE) and Point of Care Risk Assessment (PCRA)

SEE PAGE 70

Workers covered by this agreement will benefit from any improved access to PPE, or to the PCRA process, that are negotiated in other health sector agreements.

Workload

Short-staffing, recruitment and retention challenges and the failure to backfill vacancies have created a huge workload crisis in health care, leading to stress, burnout and physical injuries. Securing measures to address workload and finding solutions to ease pressure on frontline workers was a priority in this round of bargaining.

WORKLOAD PRIORITIZATION

SEE PAGE 66

New language on workload in Article 37.07 includes provisions for employees to seek prioritization of work in any circumstances where workload is a concern. For direct patient care areas, the employer will provide a written process for work prioritization upon employee request.

REGIONAL WORKLOAD COMMITTEES

SEE PAGE 66

The work of the regional workload committees will be expanded to include: jointly reviewing information; discussing workload solutions such as regularization of hours and prioritization of work.

Under this language the employer may also create regular positions, add hours to regular part-time positions, and create float or vacation relief positions.

BEST PRACTICES

SEE PAGE 70

The parties agreed to continue efforts through a joint committee to create a standard set of best practice tools and establish investigation and assessment processes to identify and tackle workload issues.

SWITCH BC

SEE PAGES 70-73

SWITCH BC, also known as the B.C. Health Care Occupational Health and Safety Society was established in the last round of bargaining to address injury rates which had been spiralling out of control since the BC Liberals disbanded the Occupational Health and Safety Agency for Healthcare (OHSAH) in 2010.

The organization coordinates provincially to improve the physical, mental and psychological safety of health care workers, emphasizing training and collaboration with other stakeholders, including unions, employers, physicians, the Ministry of Health, and WorkSafeBC.

SWITCH BC's goals include promoting a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, and promoting safer work practices and healthy workforces, including pilot and demonstration programs. The OHS Resource Centre is one of SWITCH BC's current projects.

Enhanced Disability Management Program (EDMP)

SEE PAGE 74

The program, negotiated in the 2012 round of bargaining, supports ill or injured workers by assisting them with disability management and returning to work in a safe and timely manner. The program ensures that employees' health information stays confidential.

Health employers will continue to fund EDMP at a base level of \$1.5 million annualized, with additional funds in the order of \$500,000 annualized for regional representation.

These additional funds are to expand services to the FBA's growing membership due to repatriation and new hires under the Health Career Access Program.

And to keep up with current practice, language on casuals self-referring to EDMP has been added to the collective agreement.

LTD Claimants Benefits Premium

SEE PAGE 75

The parties agreed to recommend that the JFBT review the Long-Term Disability Claimant Benefits Premium cost share arrangement and request the JFBT consider providing up to 100% coverage. Currently, claimants pay 50% for extended health and dental benefits.

Mental health coverage

SEE PAGE 75

In a recent poll, HEU members in the FBA identified that they are experiencing high levels of stress and are struggling with their mental health. The bargaining committee and the employers agreed to request that the JFBT enhance/improve coverage for mental health within their existing funding.

BENEFITS

The Joint Facilities Benefit Trust (JFBT), which was established under the terms of the 2014-2019 Facilities Collective Agreement, is responsible for administering extended health and dental, group life, accidental death and dismemberment (ADD), and long-term disability (LTD) benefits.

The JFBT is governed by a board composed of an equal number of employer and union trustees appointed by the parties to the Trust – the Facilities Bargaining Association (HEU and other FBA unions) and the Health Employers Association of B.C. Changes to benefits recommended to the JFBT by both parties will be considered for implementation by the JFBT. Decisions on providing improved benefits rests with the JFBT.

In January 2022, the JFBT made improvements to the benefits plan including eliminating the \$100 deductible, reimbursing annual eye exams for members and dependents up to \$100 per calendar year, and reimbursement of contraceptives included in the BC Pharmacare formulary.

Musculoskeletal Injury (MSI) prevention

SEE PAGE 76

The last FBA collective agreement allocated funds for a musculoskeletal injury prevention project to reduce injuries at sites with high-injury rates. The parties will continue this work.

Local and provincial emergencies

SEE PAGE 77

When an emergency is declared and impacts members of the bargaining unit, the employer will communicate with the union in a timely manner and with relevant information.

Pandemic Information Sharing Forum

SEE PAGE 77

A pandemic information sharing forum will be formed when the B.C. government declares a public health emergency that creates a health risk for a significant number of employees.

The forum will have representation from unions, employers, government and other relevant groups.

Recruitment and retention



SEE PAGES 78-90

Effective measures to attract and retain skilled workers will reduce workload and burnout, and ensure the sustainability of our health care system going forward.

Additional FBA hours

SEE PAGE 78

Staffing levels are a key contributor to safer working environments. Health employers have committed to an additional 9.25 million bargaining unit hours by December 31, 2024 (as compared to 2021) and have agreed that 78% of those new additional hours will result in regular part-time or full-time positions. Thousands of new regular positions will be created in addition to previously announced repatriation of contracted housekeeping and dietary staff.

Recruitment and Retention Working Group

SEE PAGES 79-80

In 2018 bargaining, a provincial recruitment and retention working group of union, employer and government representatives was formed. The committee developed solutions to create career-laddering opportunities for FBA members and to attract new workers to occupations facing severe shortages. The working group also initiated work addressing barriers to greater diversity and inclusion in the health care system.

Many issues identified by the Provincial Healthcare Recruitment and Retention Working Group were addressed in this round of bargaining through provisions to create immediate changes in working conditions and by the formation of committees tasked with advancing greater systemic change.

The employer will continue to fund this working group which meets quarterly to consider all relevant and available aggregate/anonymized data regarding diversity, equity, inclusion and Ministry of Health identified professions to develop a list of a comprehensive recruitment and retention recommendations for presentation to the Provincial Health Human Resources Coordination Centre.

Under the Trainer/Mentor Position Assessment Memorandum of Agreement, the working group will assess the feasibility of creating trainer/mentor positions to lead the training and mentoring of new employees. The working group will meet within 120 days and conclude their work within 12 months. ([see MOA – Trainer/Mentor Assessment p. 87](#))

Work-life balance

SCHEDULING AND SHIFT ROTATIONS

SEE PAGES 80-81

Members have made it clear that work-life balance is imperative to good mental and physical health. Working six-day rotations can have a negative impact on workers.

The FBA bargaining committee successfully negotiated a groundbreaking Memorandum of Agreement on scheduling entitled the “Employee-Initiated Rotation Proposals and the Rotation Support Fund.”

This will provide members – with union support and rotation personnel – an opportunity to revise their unit/department rotations that are mutually agreed to and approved by impacted regular employees with a 75% in-favour vote.

This new provision creates an opportunity for members to have input into their schedules and reduce the number of six-day rotations while fulfilling staffing and operational requirements and promoting recruitment and retention.

EXTENDED WORK WEEK/COMPRESSED WORK DAY

SEE PAGES 108-112

The Memorandum of Agreement Re: Extended Work Day/Compressed Work Week sets out the terms for calculating compensation for employees who work extended hours.

This new Memorandum replaces the Memorandum of Understanding Re: Schedules with Work Days Greater than 7.5 Hours and Up to and Including 8 Hours per Day and provides for broader application of Extended Work Days by providing the appropriate variation of entitlements, especially in relation to working hours in place of days. Members who move to an extended work day/compressed work week under the new Article 19.04 will be governed under the provisions in this Memorandum.

WORKING FROM HOME (WFH)

SEE PAGE 82

A new Memorandum of Agreement sets out the terms for introducing or continuing work from home arrangements, including protecting members’ collective agreement rights and providing a minimum of 30 days notice for the cancellation of WFH arrangements, including the ability to request reasons for cancellation.

PORTABILITY

SEE PAGES 81-82

New language on portability provides important gains for FBA members who accept employment at another work site covered by the Facilities collective agreement.

In addition to the current contract provisions, where unused credits for sick leave and vacation entitlements can be ported, employees would also be able to port special leave, and the timeframe to port seniority and benefits has been increased and standardized to one year.

Reversing privatization

SEE PAGES 84-86

The tentative agreement builds on the unions' historic work to undo the damage of years of privatization by the former BC Liberal government, with a commitment to bring in contracted support services workers at Fraser Health P3 hospitals and buildings back in-house.

A decade of campaigning and political action by union members, and the delivery by the NDP government on their promise to repatriate these workers, is having life-changing consequences for workers and contributing to a more stable and sustainable health care system.

The Bill 47 Working Group established in the 2019-2022 collective agreement has been renewed and updated. Bill 47 was the 2018 NDP legislation that repealed the BC Liberal-era laws (Bill 29 and Bill 94) that paved the way for privatization and contracting out. ([see Bill 47 – Contract Repatriation, p. 84](#))



The working group of union, employer and government representatives annually reviews all bargaining unit work that had been contracted out since Bill 29 was passed in 2002 and proactively identifies opportunities for an orderly return of this work under the Facilities collective agreement.

Under this arrangement, the government announced in August 2021 that about 4,000 workers (equal to 2,900 full-time equivalent or FTE) employed in food services and housekeeping under 21 separate commercial contracts with private corporations would be repatriated to health authorities.

Since then, thousands of workers have been transitioned back to health authority employment under the terms of a Labour Adjustment Template Agreement negotiated by the parties. The last of this group will be repatriated in October 2022.

Importantly, HEABC has also confirmed in writing that the Fraser Health Authority will take over a number of contracted services at hospitals and infrastructure that were built and serviced under public-private partnership schemes. ([see In-House Service Delivery of P3 Contracted Services, p. 86](#))

This will bring hundreds more contracted out workers under the Facilities collective agreement during the term of the collective agreement.

This includes:

- Abbotsford Regional Hospital and Cancer Centre: Food, Patient Portering, Housekeeping, and Help Desk (Sodexo)
- Surrey Memorial Hospital Critical Care Tower: Housekeeping (Aramark)
- Jim Pattison Outpatient Care and Surgery Centre: Housekeeping (BYE)

HEU will press for these transitions to occur as soon as possible and for action to include Compass housekeeping staff at the Teck building at BC' Children's and Women's Hospital in Vancouver.

Health Career Access Program (HCAP)

SEE PAGE 87

The health employers will continue to support this program to fund the training and hiring of up to 3000 care aides in both facilities and community health settings and will expand the program to other occupations.

Education and Training

FBA EDUCATION FUND

SEE PAGE 88

The FBA Education Fund has been increased from \$3 million to \$4.5 million over the life of the contract (\$1.5 million per year).

This union-administered fund provides monies for health care education and training for skills upgrading and career mobility opportunities. Since it was first bargained in 2006, nearly \$15.5 million has been dispersed to some 4,000 members.

JOINT RETRAINING FUND RENEWED

SEE PAGE 89

The Joint Retraining Fund, established in 2008, was created to retrain contracted out employees. The Fund will now target training needs of contracted service employees returning to the FBA bargaining unit.

FBA TRAINING FUND

SEE PAGE 89

A special one-time FBA Training Fund of \$300,000 is established to provide potential training in areas like mental health first aid, anti-racism and creating culturally-safe work environments. The parties may agree on other areas of training as well. This fund is distinct from the FBA Education Fund and the Joint Retraining Fund, and is effective April 1, 2023.

MOA Re: Joint Provincial Health Human Resources Coordination Centre

SEE PAGE 90

The province created the joint Provincial Health Human Resources Coordination Centre (PHHRCC) to address health care workforce needs, including supporting Indigenous workers and the development of culturally safe workplaces.

The PHHRCC — Bargaining Association consultation forum will review, develop and seek input on provincial health human resource strategy, including a focus on equity and diversity, advancing the recommendations of the *In Plain Sight* report, retention strategies and actions, including mental health and wellness, and other initiatives.

Building equity in our workplace



Public health care must provide equitable access to all who seek care, and that means we must identify and act to remove barriers to access by both patients and workers.

The parties to the agreement, in consultation with Indigenous health care workers and experts, have secured a number of provisions that advance our efforts to decolonize our health care system, and to foster greater inclusion and diversity within the workforce.

Truth and reconciliation

Health care settings are often not places of compassion, comfort and care for Indigenous patients or workers. Instead, Indigenous people can encounter racism and discrimination, as shown in Dr. Mary Ellen Turpel-Lafond's 2021 research report *In Plain Sight*, which shone a light on systemic racism in B.C.'s health care system.

As part of bargaining, a joint union-employer Indigenous-specific anti-racism (ISAR) working group discussed the damaging impact of colonialism and identified barriers in providing culturally appropriate care as well as opportunities for training, education and career advancement for Indigenous workers.

Working with this lens, the ISAR working group was responsible for negotiating all of the Indigenous worker provisions in this tentative agreement.

To signal the commitment between the employer and FBA, the parties amended the collective agreement preamble to reflect their commitment to confronting and healing the systemic racism underlining health care. ([see p. 91](#))

RECRUITMENT AND RETENTION OF INDIGENOUS WORKERS

[SEE PAGE 92](#)

To support the parties' commitment to reconciliation and the provision of culturally-safe care, the tentative agreement sets out a process to promote the hiring of Indigenous workers into the health care system. This includes recognizing special circumstances where Indigenous candidates may be provided preferential access to job postings.

CEREMONIAL, CULTURAL, SPIRITUAL AND BEREAVEMENT LEAVE FOR INDIGENOUS EMPLOYEES

[SEE PAGE 92](#)

The parties have agreed to new contract language providing paid leave for ceremonial, cultural and spiritual events for Indigenous workers. Effective April 1, 2022, Indigenous workers may request this two (2) day leave; the available leave will increase to five (5) days as of January 1, 2023. Any additional leave required will be unpaid.

In addition, under Article 29, an Indigenous employee whose cultural practices include an expanded understanding of immediate family shall be granted bereavement leave and shall be consistent with those practices.

POLITICAL LEAVE FOR INDIGENOUS GOVERNING ENTITIES

SEE PAGE 93

Article 34.05 has been expanded to include an unpaid leave of up to 90 days to run for Indigenous governing entities, including band councils, Metis Chartered Community Governments and other self-government arrangements. If elected, employees can take up to five (5) years of unpaid leave.

PROVINCIAL FORUM ON INDIGENOUS-SPECIFIC ANTI-RACISM IN HEALTH CARE

SEE PAGES 94-95

The parties signed a Memorandum of Agreement on the “Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Health Care” to form a provincial forum.

With a commitment to reconciliation, their mandate is to create a culturally safe health care system by identifying, addressing and rectifying barriers in collective agreements, eliminating Indigenous-specific racism in health care, and increasing the representation of Indigenous workers in the health sector.

The Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at the University of Northern BC, to build a collection of standards, policies, tools and resources for health care organizations and to create new tools and resources specific to B.C.

The forum will be led by the Indigenous Health branch of the Ministry of Health and will include representation from health care unions, employers and other leaders, including elders or knowledge keepers.

NATIONAL DAY FOR TRUTH AND RECONCILIATION

SEE PAGE 95

The new tentative agreement includes recognizing September 30 as National Day for Truth and Reconciliation and adding it to the collective agreement as a statutory holiday.

Diversity, Equity and Inclusion

DIVERSITY, EQUITY AND INCLUSION WORKING GROUP

SEE PAGES 96-97

The proposed contract includes the formation of the Diversity, Equity and Inclusion (DEI) Working Group to collect data on the workplace realities for racialized, disabled, and 2SLGBTQ+ health care workers and provide recommendations to the Ministry of Health and employers on how to tackle discrimination, racism and harassment on the job.

The working group will meet within 120 days of ratification and on a quarterly basis going forward in order to complete its work by March 31, 2025.

TRANS INCLUSION

SEE PAGES 97-98

The bargaining committee secured a Memorandum of Agreement that includes a comprehensive approach to promoting trans inclusion in the workplace, including a cumulative total of up to eight (8) weeks of paid leave specifically for gender-affirming surgical procedures and revision.

In addition, the parties will jointly request that the Joint Facilities Benefit Trust (JFBT) review gaps in its support for gender-affirming care and amend the plan to expand health benefits coverage for this care.

GENDER NEUTRAL LANGUAGE

SEE PAGE 98

The parties also agreed to update the collective agreement language to make it more gender-neutral and in line with human rights amendments, such as revising “mother-in-law” and “father-in-law” to “parent-in-law.”

Respectful workplace

Stronger collective agreement provisions clarify the scope of human rights protections available to members, provide clearer deadlines for acting on human rights’ complaints, and provides more resources to handle sexual harassment complaints.

NO BULLYING OR HARASSMENT

SEE PAGE 99

The parties agreed to rename Article 4, “No Discrimination,” to “Respectful Workplace.” It was also decided to outline the definitions of discrimination in the *Human Rights Code* and highlight that sexual harassment is a serious form of harassment.

COMPLAINTS INVESTIGATION

SEE PAGES 99-100

The FBA bargaining committee successfully strengthened language and the process for filing complaints, especially of a human rights nature.

Under the proposed contract, the employer would be required to investigate respectful workplace complaints within 15 days of the complaint being filed and provide an outcome within 45 days of the investigation.

The employer also committed to funding a third-party investigator – trained in trauma-informed counseling – who will be dedicated to workplace sexual harassment complaints.

New language on bullying is also defined and added to the collective agreement.

Union rights and contract enforcement



More union stewards

SEE PAGES 101-103

Shop stewards help enforce the collective agreement and members' rights but can struggle to find the time to advocate for members and enforce the contract.

Under Article 5, the parties have agreed to establish 21.2 full-time-equivalent permanent dedicated shop steward positions at some of the largest worksites. The positions take direction from the union but are paid by the employer at the steward's current rate of pay. Existing arrangements already in place at some sites are protected under this agreement.

Letters of expectation

SEE PAGE 103

Employees can request to have letters of expectation removed from their employee file 36 months after the date of the letter, as long as the behaviour or conduct that resulted in the letter has not reoccurred. This language applies to existing letters of expectation on file.

Induction

SEE PAGES 103-104

Under revised language, a union-designated local official can have up to 15 minutes to talk to new employees during employer induction sessions – either held in-person at the work site or virtually.

The parties agree that the union's induction video will also be a mandatory part of online onboarding new hires. There will be no loss of wages or benefits for local officials carrying out their duties during these sessions, which must be scheduled Monday to Friday, between 0900 to 1700 hours.

Union rest days

SEE PAGE 104

The agreement between the FBA and HEABC for rest days for union business is now included in the collective agreement. New language includes access to rest days where members worked a combination of regular work and union business for seven (7) consecutive days or more. Article 34.04 was updated to incorporate this new language. ([see Article 34.04 Unpaid Leave – Union Business on p. 104](#))

Rest and meal periods

SEE PAGE 105

Employees in a department or unit can now request to combine their rest and meal periods. And the parties confirmed that rest periods can no longer be scheduled at the beginning or end of shifts.

Union check-off

SEE PAGE 103

The employer will now provide employees' personal and work emails to the union. This will enable the union to communicate more readily with members and keep them up to date on union business.

Seniority hours

SEE PAGE 106

An amendment was made to ensure the employer sends the union seniority hours – on a quarterly basis – for all employees covered by the Facilities contract. The data should include work site information and be submitted in a sortable, electronic spreadsheet format.

Several housekeeping revisions were made to amend or update such items as article numbers, job titles, unions in the FBA, the printing of the collective agreement, etc.

Job postings and applications

SEE PAGES 106-107

Changes to the job posting and application language in Article 16.01(c) include allowing temporary vacancies of less than 15 days to first be filled by casual employees before proceeding to regular part-time and full-time employees. Previously, this applied to vacancies less than seven (7) days.

Language was added to offer vacancies to the next successful candidate if the initial successful candidate leaves the position within 30 days without reposting the position.

Article 16.06 was simplified to make clear that the employer will consider applications from employees on paid or unpaid leaves.

Streamlined arbitration referral process

SEE PAGE 113

New arbitrators have been added to the industry troubleshooter, expedited arbitration and classification appeals rosters in order to address members' issues in a more timely manner.

Supporting casual workers



In lieu pay

SEE PAGE 118

Upon ratification, casual “in lieu” pay will increase to 13% of their straight-time pay in lieu of scheduled vacations and statutory holidays as a result of adding the National Day for Truth and Reconciliation to Article 27.

Paid sick leave

SEE PAGE 118

Casuals are now entitled to five (5) paid sick days per year, as per new regulations in the *Employment Standards Act*.

Footwear

SEE PAGE 118

The employer will pay \$125 annually for required Canadian Standard Association (CSA) certified grade one or two protective toecap or electrical protective footwear for casual employees who have worked more than 1000 straight-time hours in the preceding year.

Probationary period

SEE PAGE 118

If a casual employee has not completed a 488-hour probationary period before posting into a regular position, they will either serve a 225-hour probationary period in their new position or complete the remainder of their probationary period, whichever is greater. This change will minimize the discrepancies in the probationary period language in Article 13 and Section 11 of the Casual Addendum.

Casual Addendum

SEE PAGE 117

The Casual Addendum has been updated with housekeeping changes to ensure it is clear that casuals have better access to Article 17, including the ability to register on another casual list or port seniority to another health sector employer when laid off due to restructuring initiatives.

Miscellaneous



BCEHS IT Operations and Telecommunications Callout Compensation Allowance

SEE PAGE 119

This Memorandum of Agreement confirms a longstanding practice for certain FBA members at BC Emergency Health Services IT Operations and Telecommunications with respect to the application of Standby and Callout Compensation.

Isolation Travel Allowance

SEE PAGE 120

Zeballos has been added to the list of communities covered by the Isolation Travel Allowance.

The Isolation Allowance has been renamed Isolation Travel Allowance to ensure that this allowance is now eligible to support the Canada Revenue Agency deduction for travel benefits for members who are Northern residents.

Termination of employment

SEE PAGE 121

Employees providing less than 28 calendar days' notice of resignation – not including vacation time – will no longer have their earned vacation payout reduced by 2%. They will receive their full entitlement. Although employees are encouraged to give sufficient notice to minimize the impact on health care delivery and staffing, they will no longer risk being penalized contrary to the *Employment Standards Act*.

Printing of the collective agreement

SEE PAGE 121

Article 47.01 was updated to include making electronic versions of the collective agreement available to employees. And language was added to specify that one document will be printed for every three employees per worksite.

Housekeeping deletions from collective agreement

SEE PAGE 122

A number of memoranda and attachments, that are no longer applicable or have been incorporated in new provisions, are deleted from the collective agreement.

There are a number of housekeeping changes consequential to the negotiated provisions not included in this package. All other memoranda and attachments continue in the tentative agreement.

Appendix: Terms of Settlement

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



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Wages, premiums and allowances

ARTICLE 3 – GENERAL CONDITIONS

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, ~~2019~~ 2022, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, ~~2022~~ 2025, and from year to year thereafter unless terminated by either party on written notice served during the month of December, ~~2018~~ 2024.

ARTICLE 48.03 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

48.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, ~~2019~~ 2022 to March 31, ~~2022~~ 2025.

WAGE SCHEDULES – GRIDS

General Wage Increases

Wage rates for all employees covered by the Facilities Subsector Collective Agreement will increase effective ~~starting the first pay period after the~~ on following dates and at the respective rates:

April 1, 2019 ————— 2.0%

April 1, 2020 ————— 2.0%

April 1, 2021 ————— 2.0%

Year 1: April 1, 2022: Increase rates of pay by an average of 4.22%.

- The average increase of 4.22% consists of a \$0.25 per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.

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

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

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

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

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



MEMORANDUM OF AGREEMENT (NEW)
 Between
 HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
 and
 FACILITIES BARGAINING ASSOCIATION (FBA)
 and
 THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Cost of Living Adjustment

Definitions

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

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

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

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

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

COLA

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

April 2023

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

April 2024

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

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Public Sector Wage Increases

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

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the Collective Agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This MOA will be effective during the term of the Collective Agreement.



Article 22 – Shift, Weekend and Trades Qualification Premiums

22.01 Effective April 1, 2022 ~~E~~employees working the evening shift shall be paid a shift differential of ~~one dollar and forty five cents (\$1.45)~~ one dollar and ninety cents (\$1.90) per hour for the entire shift worked. ~~The evening shift differential shall be increased effective April 1, 2021 to one dollar and eighty cents (\$1.80).~~ Effective April 1, 2022 ~~e~~Employees working the night shift shall be paid a shift differential of ~~two dollars (\$2.00)~~ three dollars (\$3.00) per hour for the entire shift worked. The night shift differential shall be increased effective April 1, 2023 ~~2020~~ to three dollars and twenty cents (\$3.20) ~~two dollars and twenty five cents (\$2.25)~~ and effective April 1 2021 to two dollars and fifty cents (\$2.50).

22.02 Effective April 1, 2022 ~~a~~An ~~e~~Employee shall be paid a weekend premium of ~~one dollar and twenty five cents (\$1.25)~~ two dollars (\$2.00) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. The weekend premium shall be increased effective April 1, 2023 ~~2020~~ to two dollars and fifteen cents (\$2.15). ~~one dollar and fifty cents (\$1.50)~~ and effective April 1, 2021 to one dollar and eighty cents (\$1.80).

22.03 [unchanged]

22.04 Regular employees classified in the trades job family, maintenance supervisor classifications who hold a TQ ticket(s) as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a trades qualification premium of \$900 \$625 for one (1) TQ ticket or \$1300 for two (2) or more TQ tickets per year, pro-rated for part-time employees.

MEMORANDUM OF AGREEMENT (NEW)

Between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

and

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Facilities Subsector Wage Comparability Review

WHEREAS in 2004 certain legislative and labour relations actions were imposed on the FBA and resulted in the significant reduction in FBA member wages;

WHEREAS the parties recognize the importance of ensuring that employees are paid fairly for the work they do, including gendered and racialized workers, whose work has been historically undervalued in the provision of healthcare; and

WHEREAS it is in the interests of all parties for employers to recruit and retain employees to ensure that the delivery of healthcare services is maintained at optimum levels without resulting in unsustainable workload pressures being placed on employees;

THEREFORE the parties agree to conduct a Wage Comparability Review Process (the “Review Process”) between the FBA Collective Agreement and other relevant BC public sector comparators, including the BC Public Service in accordance with this Memorandum.

Objectives

1. The parties will:
 - a. Reasonably provide and review relevant and available FBA-related wage data, including historical wages;

- b. Identify any wage comparability issues;
- c. Identify options to address identified issues, which may include addressing wage comparability issues for gendered and racialized workers;
- d. Allocate available funds to address identified priority issues; and
- e. Make recommendations to Government in advance of the next round of collective bargaining:
 - i. to address wage comparability issues, and
 - ii. to provide appropriate, permanent wage adjustments.

The Fund

- 2. To address identified priority issues during the term of the Collective Agreement, the parties agree to allocate \$10,635,000 effective April 1, 2023, which will be increased by \$5,000,000 effective April 1, 2024 (the “Fund”). For clarity, the ongoing annual amount will be \$15,635,000. The Fund will be used to provide interim wage adjustments. The Fund’s respective annual allocation cannot be exceeded.

Interim Wage Adjustments

- 3. The interim wage adjustments for lower wage-rated classifications will be prioritized and balanced with respect to maximizing:
 - a. the amount of an hourly wage rate increase, and
 - b. the number of employees whose wages may be increased.
- 4. Interim wage adjustments will be applied to identified grids on the General Wage Schedule on a permanent basis.

Wage Comparability Review Process

- 5. A Working Group shall be established within ninety (90) days of ratification. The Working Group shall have no more than ten (10) persons with equal representation from the FBA and HEABC (one of HEABC’s spots will be filled by a PSEC Secretariat representative). The two parties will endeavour to appoint representatives to the Working Group who have the expertise and experience relevant to the work.
- 6. The parties agree to conduct the Review Process to determine the extent of the compensation differences between the Facilities Subsector and relevant BC public sector comparators, including the BC Public. The Review Process will be informed by the pay equity principles and framework for job evaluation factors in Article 49 – Pay Equity of the Facilities Subsector Collective Agreement.
- 7. The Review Process will:
 - a. determine the allocation of the Fund effective April 1, 2023; and
 - b. provide information and recommendations for Government to consider in the development of its next bargaining mandate and for the FBA and HEABC to prepare for and negotiate as part of the renewal of the 2022-2025 Facilities Subsector Collective Agreement in furtherance of the Objectives of this Memorandum.
- 8. The Working Group will engage Vicki Averill as an expert resource.
- 9. The Working Group will develop, for approval by the parties, the Terms of Reference for the Working Group, to complete the Review Process and accomplish the Objectives of this Memorandum. By March 31, 2024, the Working Group will submit a report to the Government with a recommendation on options

and any funding required for the parties to address wage comparability issues during negotiations of the Renewal of the 2022-2025 Facilities Collective Agreement.

10. To assist the parties in resolving disputes that may arise during the Review Process, the parties shall appoint Jacquie de Aguayo as arbitrator (the “Arbitrator”) to decide matters on an expedited basis. The Arbitrator will assist the parties in mediating disputes.
11. The Arbitrator’s jurisdiction will be limited to deciding what constitutes comparable jobs, relevant BC public sector comparators, and issues around the framework for the Review Process.
12. The parties agree that the expedited arbitration process will be as follows:
 - a. Should the parties wish to utilize external legal counsel, such costs would not be funded by the Working Group Resources, as provided below.
 - b. The presentations will be short and concise. Where appropriate, the length of the presentation will be commensurate to the scope and gravity of the dispute at hand.
 - c. The Arbitrator will give the Working Group a succinct written decision within twenty (20) days of the hearing regarding any issue referred to the arbitrator.
 - d. The decision of the Arbitrator will be final and binding on the Working Group.
13. The FBA and HEABC will attempt to reach consensus on the approach to address any wage comparability issues. In the event the two parties are unable to reach consensus on any elements of the report, they will submit their alternate recommendations to Government.

Working Group Resources

14. Given the importance of this work, and the significant workload, the Working Group will be allocated up to \$300,000 for the purposes of engaging resources to support the work to complete the Review Process. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.

ARTICLE 23 – CALL BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer’s place of business and return or, if the employee normally drives ~~her/his~~ their motor vehicle to work, an allowance as per the applicable transportation allowance set out in Article 26, from the employee’s home to the Employer’s place of business and return. Minimum allowance shall be ~~two dollars (\$2.00)~~ five dollars (\$5.00).

ARTICLE 26 – TRANSPORTATION ALLOWANCE

26.01 ~~Effective on the first pay period following April 1, 2016, a~~An employee who uses their ~~her/his~~ own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance equivalent to the Canada Revenue Agency Reasonable per-kilometre allowance, ~~of fifty three cents (\$0.53) per kilometre~~. Minimum allowance shall be ~~five dollars (\$5.00) two dollars (\$2.00)~~. ~~Effective on the first pay period following April 1, 2018, the transportation allowance shall be increased to fifty four cents (\$0.54) per kilometer.~~



MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Establishment of a Porter Benchmark

The Parties shall meet within one-hundred and eighty (180) days of the ratification of this Collective Agreement to establish a new benchmark for a Porter and mutually agree on an appropriate grid match in accordance with the Maintenance Agreement and Classification Manual.

In the event that the parties are not able to reach mutual agreement on the content of a new Porter Benchmark within a further one-hundred and eighty (180) days, the matter may be referred to a Classification Referee pursuant to the Maintenance Agreement and Classification Manual for a non-binding recommendation.

Should the proposed grid match exceed Grid 16, the parties will make recommendations on the benchmark and grid match for consideration during negotiations of the renewal of the 2022-2025 Facilities Collective Agreement.

WAGE SCHEDULES – GRIDS

Schedule A

This schedule ONLY applies to Orthopaedic Technologists.

Benchmark Classification	Wage Grid ²	First Pay Period after April 1, 2021	
		Monthly	Hourly
Orthopaedic Technologist			
Start ¹	SA25	4580	28.18
1 Year	SA25	4723	29.06
2 Year	SA25	4865	29.94
4 Year	SA25	4959	30.52
6 Year	SA25	5008	30.82
8 Year	SA25	5056	31.11 (adjusted with all collective agreement increases)

¹Start rate applies to employees who do not already possess a related clinical licensure, registration or certification and who are newly engaged in in-house training to become Orthopaedic Technologists.

²Wage rates for the Orthopaedic Technologist benchmark were derived from Grid 30, per the Benchmark Review Settlement Agreement dated October 20, 2009.

ARTICLE 31 – SICK LEAVE, WCB, INJURY-ON-DUTY

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

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

ARTICLE 7 – EMPLOYER PROPERTY

7.05 Uniforms

7.05.01 [unchanged]

7.05.02 [unchanged]

7.05.03 Uniform Allowance

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained, ~~for jobs involving the direct care of patients/residents~~, then a clothing/maintenance allowance of ~~twelve ten~~ dollars (\$~~12~~10.00) per bi-weekly pay period shall be paid.

~~This allowance does not apply to non-patient/non-resident areas.~~

7.05.04 Trades and Industrial Safety Protective Footwear

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

7.06 Employment Expenses

7.06.01 Criminal Record Check

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

7.06.02 Food Safe Level 1 Refresher Course

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

7.06.03 Registration and License Fees

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

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

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

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Forensic Psychiatric Hospital Premium

Whereas:

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

NOW THEREFORE the Parties agree as follows:

In recognition of the unique challenges associated with working in the FPH, effective April 1, 2022, PHSA will pay an additional hourly premium to FBA employees working at the FPH on hours worked equal to:

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

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

Designations of which units are Minimum, Medium, and Maximum/Multi-level security for the purpose of applying section 1 above will be in accordance with the unit designations used for nurses employed in the FPH, which will be provided to FBA and BCGEU as updated.

The Parties have carefully read this Agreement, understand its contents, and have voluntarily signed this Agreement below.

[signatures required between HEABC, Health Services & Support – Subsector Bargaining Association, PHSA/BC Mental Health and Substance Use Services]

Vacation and leaves

ARTICLE 28 – VACATIONS

28.01 Vacation Entitlement

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

- (a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.
- (b) New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.
- (c) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:
 - 1 year's continuous service - 20 work days' vacation
 - 2 years' continuous service - 20 work days' vacation
 -
 - 28 years' continuous service - 44 work days' vacation
 - 29 years' continuous service - 45 work days' vacation
 - 30 years' continuous service - 46 work days' vacation (accruals effective July 1, 2023)

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

28.02 Supplementary Vacations [unchanged]

28.03 Vacation Period

- (a) Vacation time earned up to July 1st as indicated in Articles 28.01 and 28.02 shall be granted as follows:
 - Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
 - Forty percent (40%) of the employees shall be scheduled and granted vacations (during the remainder of the year).
- (b) The above scheduling provisions shall not apply and the Employer may schedule vacation evenly throughout the year in departments/units where the Employer creates a reasonable number of regular float position(s) for those departments/units in accordance with Article 16.11 – Float Positions.
- (c) The Employer's request for selection of vacation shall be no earlier than October 1st, and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level.

- (d) The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department or where the employee has not exercised their ~~her~~ rights within the vacation selection time posted by the Employer.
- (e) Notwithstanding the above, employees may hold back up to thirty-seven and one-half (37.5) hours in the annual vacation planning process. Employees shall submit their request to schedule the held back vacation by August 1 of each year.
- (f) Remaining hold back vacation requests shall be granted in the order they are received. If competing requests are received on the same day, requests shall be processed by seniority. The granting of hold back vacation is subject to operational requirements.
- (g) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

28.04 – 28.09 [unchanged]

28.10 Part-Time Employees

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

Regular part-time ~~e~~Employees shall be credited with and granted vacations as set out in Articles 28.01 and 28.02; that is, for new hires ~~on or after April 1, 2010~~, eight percent (8%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01 and 28.02.

ARTICLE 29 – ~~COMPASSIONATE~~ BEREAVEMENT LEAVE

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

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 XX.

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

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

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

ARTICLE 35 – MATERNITY AND PARENTAL LEAVE

35.01 Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date. ~~six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner, midwife or nurse practitioner.~~
- (d) An employee shall notify the Employer in writing of the expected date of birth. If the request is made during the pregnancy, such notice shall be given at least four (4) weeks before the day the employee proposes to begin the leave. ~~Such notice will be given at least ten (10) weeks prior to the expected date of birth.~~
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a certificate from a doctor, midwife or nurse practitioner indicating the employee's general condition during pregnancy along with the expected date of birth.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).
- (h) An employee is entitled to maternity leave up to six (6) consecutive weeks without pay after the termination of the employee's pregnancy. This leave must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (i) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave under (g) or (h) ends. The Employer may require a certificate from a doctor, midwife or nurse practitioner stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

35.02 Maternity Leave Allowance

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



- (2) Sixteen (16) ~~Fifteen (15)~~ additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85) percent of the employee's basic pay.

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

35.03 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birthing parent ~~mother~~ who takes maternity leave under article 35.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 51(2) of the *Employment Standards Act*.
- ~~(e)(b)~~ Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- ~~(d)(c)~~ Leave taken under this clause shall commence:
- (1) In the case of a birthing parent ~~mother~~, immediately following the conclusion of leave taken pursuant to Article 35.01 ~~or following the adoption;~~
 - (2) In the case of ~~the~~ a non-birthing ~~other~~ parent, within seventy-eight (78) weeks following the adoption or the birth of the child. ~~The "other parent" is defined as the father of the child and/or spouse of the mother, including common law spouse as defined by Article 2.03.~~ Such leave request must be supported by appropriate documentation.

35.04 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to benefit ~~leave~~ apportionment pursuant to (c) below ~~Article 35.03(b)~~, the parental leave allowance will consist of a maximum of ~~ten (10)~~ twelve (12) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five (75) percent of the employee's basic pay.
- (c) Where both parents are employees of the Employer, and both employees intend to take parental leave, the employees shall determine the apportionment of the weekly SEB Plan payments (up to a maximum of twelve (12) weekly payments) between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the parental leave.

35.05 Benefits Continuation

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

35.06 Entitlements Upon Return to Work

- (a) Notwithstanding Article 28 – Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 35.01 and 35.03, ~~providing the employee returns to work as a regular employee for a period of not less than six (6) months.~~ Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.06.
- (b) Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 34.03.

ARTICLE 30 – SPECIAL LEAVE

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

As special leave credits are used, they shall continue to be earned up to the maximum. Special leave credits may be used for the following purposes:

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

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

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Special Leave (Article 30) Working Group

The parties agree to the following process with respect to Article 30:

WHEREAS Special Leave under Article 30.01 (3) continues to present labour relations disputes under the Facilities Subsector Collective Agreement;

WHEREAS it would be beneficial to develop a common understanding of the principles to guide the interpretation and application of Article 30.01 (3);

THEREFORE, the parties agree to the following:

1. The Facilities Bargaining Association and HEABC are committed to agreeing to a set of principles to guide the parties to interpret and apply Article 30.01 (3)
2. The Facilities Bargaining Association and HEABC will appoint three (3) representatives each to a working group on Article 30.01 (3) (the “Working Group”);
3. Within one hundred twenty (120) days of ratification of the collective agreement, the Working Group will begin to meet to develop a set of principles to guide the parties to interpret and apply Article 30.01 (3) based on a review of the decisions of arbitrators, expedited arbitrators and industry troubleshooter written recommendations, who have interpreted Article 30.01 (3) and other information the Working Group may deem relevant;
4. The Working Group will build on the work previously completed by the working committee of the 2006 – 2010 Facilities Subsector Collective Agreement Letter of Agreement Re: Article 30 – Special Leave;
5. If the Working Group is unable to reach agreement on the principles within twelve (12) months of convening, outstanding differences will be referred to Judi Korbin who will act as a mediator and issue a report with recommendations.
6. The Working Group will submit the agreed principles and any report with recommendations from Judi Korbin to the parties. If accepted by both parties, the principles will then be issued as a joint publication as soon as possible.
7. The parties will allocate \$100,000 to support the work of the Working Group. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.

ARTICLE 36 – ~~ADOPTION LEAVE~~ SEXUAL AND DOMESTIC VIOLENCE LEAVE

36.01 An employee is entitled to adoption/parental leave pursuant to Article 35.03.

- (a) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:
 - (i) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;
 - (ii) Up to five (5) days of unpaid leave taken in one or more blocks of time; and
 - (iii) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer’s consent, more than one block of time.
- (b) An employee’s entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.
- (c) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 34.06.
- (d) Casual employees shall not be required to be available for shifts as outlined above.
- (e) Paid leave for part-time and casual employees shall be determined by the formula in the *Employment Standards Act*.

ARTICLE 34 – LEAVE – UNPAID

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

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

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

ARTICLE 31 – SICK LEAVE, WCB, INJURY-ON-DUTY

31.12 Other Claims

~~In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on her/his own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.~~

~~Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.~~

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

31.13 Part-Time Employees

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

Safety at work

ARTICLE 37 – OCCUPATIONAL HEALTH AND SAFETY

37.01 Joint Occupational Health and Safety Committee

~~(a)~~(1) JOHSC

The parties agree that a Joint Occupational Health and Safety Committees (JOHSC) will be established. The ~~Committee~~ JOHSCs shall govern ~~itself~~ themselves in accordance with the provisions of the ~~Occupational Health and Safety Regulation made pursuant to the Workers' Compensation Act and the Occupational Health and Safety Regulation.~~ The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. The JOHSC must consist of worker and employer representatives and at least half the members must be worker representatives.

~~In addition to the Joint Union Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Occupational Health and Safety Regulation.~~

(2) Worker Health and Safety Representative

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

(3) Appointments

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

(4) Paid Time

- ~~(b)~~ (a) Employees who are members of the ~~Committee~~ JOHSC shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the ~~joint committee~~ JOHSC and time that is reasonably necessary to prepare for meetings of the JOHSC.
- (b) Employees who are members of the ~~Committee~~ JOHSC shall be granted leave without loss of pay or receive straight time regular wages to participate in and fulfill their JOHSC duties and functions, including but not limited to workplace inspections and accident/incident investigations at the request of the Committee pursuant to the WCB Workers Compensation Act and Occupational Health and Safety Regulation.
- (c) Employees who are members of the JOHSC shall be released from their regular duties to attend JOHSC meetings and perform JOHSC duties and functions.

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

(5) Inspections, Investigations and Risk Assessments

- (a) Where the JOHSC is conducting an accident/incident investigation or workplace inspection involving an FBA member, the designated FBA JOHSC Member representative (or alternate) shall be released from their regular duties to participate in the investigation, or inspection.
- (b) Occupational health and safety includes both physical and psychological health and safety.
- (c) The JOHSC will participate in occupational health and safety inspections, investigations and inquiries as required in the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
- (d) The JOHSC may recommend a risk assessment be initiated where they determine that an occupational health and safety-related hazard exists.
- (e) The JOHSC may request from an employer, information that it considers necessary to identify workplace hazards and make recommendations. Such information will be provided in a timely manner and will not be unreasonably withheld.

(6) Occupational Health and Safety-Related Workload Complaints and Concerns

- ~~(e)-(a) The Occupational Health and Safety Committee JOHSC shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution.~~
- (b) Where the ~~committee~~ JOHSC determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- ~~(d) No employee shall be disciplined for refusal to work when excused by the provisions of the Workers' Compensation Act and regulations.~~

(7) OHS Resources, Awareness and Promotion

- ~~(e) (a) Where the Occupational Health and Safety Committee JOHSC determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of WorkSafeBC and/or the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC), the Workers' Compensation Board and/or the Occupational Health & Safety Agency.~~
- (b) The ~~committee~~ JOHSC will increase the awareness of all staff on such topics as: workplace safety;; safe lifting techniques;; dealing with aggressive patients/residents;; WHMIS; hazard, near-miss, incident, and injury reporting; occupational health and safety rights; and the role and function of the ~~Occupational Health and Safety Committee~~ JOHSC. The ~~committee~~ JOHSC will foster knowledge and compliance with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* by all staff.
- ~~(f) The Employer will provide orientation and/or in service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.~~

- ~~(g)~~ ~~(c)~~ The Employer shall be informed by the ~~Occupational Health and Safety Committee~~ JOHSC of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

(8) Education

- ~~(h)~~ ~~(a)~~ ~~Effective April 1, 2001,~~ (a) Where an employee is appointed to serve on the ~~Occupational Health and Safety Committee~~ JOHSC for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which ~~she/he~~ they serves on the ~~Committee~~ JOHSC.
- (b) This additional day of paid education leave will be used to attend health and safety courses sponsored by WorkSafeBC ~~the Workers' Compensation Board~~, SWITCH BC ~~or the Joint Occupational Health and Safety Agency~~ or other courses mutually agreed to by Employer and the Union at the local level.
- (c) Employees who are members of the JOHSC and Worker Health and Safety Representatives are entitled to an annual educational leave as outlined in the *Worker's Compensation Act*.
- (d) Employees who are members of the JOHSC and Worker Health and Safety Representatives shall be granted the OHS education leave per Article 37.01 (8) without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of the education.

(9) JOHSC Variation Requests

The Employer will consult with the Union(s) when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act*.

37.02 Aggressive Patients/Residents

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. The Employer shall make every reasonable effort to ensure that sufficient, trained staff are present when any treatment or care is provided to such patients/residents.
- (b) FBA employees providing care to an aggressive patient/resident may provide input on the instructions for care of that patient/resident.
- ~~(b)~~ (c) The In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed, or at the request of employees. The appropriate Joint Occupational Health and Safety Committee (JOHSC) will be consulted on the curriculum. FBA employees providing care to an aggressive patient/resident may provide input on the topics for in-service.
- ~~(c)~~ ~~Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature including Code Whites. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. 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.~~
- ~~(d)~~ ~~The Employer agrees to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered an in-service under Article 32.02.~~

- (e) (d) The Employer shall keep a record of all Code White incidents. The ~~Joint Occupational Health & Safety Committee (JOHSC)~~ will review all incidents and recommend preventative actions. The JOHSC shall refer to the Code White Best Practice Guide in investigations of Code White incidents.

37.03 Vacation and Inoculation [unchanged]

37.04 Video Display Terminals [unchanged]

37.05 Transportation of Accident Victims [unchanged]

37.06 Working Alone or in Isolation [unchanged]

37.07 Employee Workload

- (a) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer occupational health and safety-related workload concerns to the Joint Occupational Health and Safety Committee for investigation under Article 37.01(e) 5); through the appropriate employer reporting process.
- (b) The employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence. The Employer will give reasonable consideration to replacing leaves or absences using regular relief or float positions. In situations where employees are absent and have not been replaced and where the work demand has not reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence. In direct patient care areas, upon an employee's request, the Employer will provide a written unit/department process for work prioritization.
- (c) Where workload is a concern, the employee will discuss serious concerns with their supervisor and may seek direction on prioritization of work.
- (e) (d) In any unit or facility, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

37.08 Regional Workload Committee

1. For Health Authorities (and Providence Health Care Society), the Employer and the Union(s) will meet at the regional level in one joint meeting to discuss workload issues and seek appropriate resolution(s). For Affiliate Employers, the discussion will occur at the local level. The parties will meet twice per year at a mutually agreeable time for the purposes of engaging in a discussion regarding workload issues. The parties can schedule two (2) additional meetings per year if there is mutual agreement that such additional meetings are necessary.
2. The parties agree that for the purposes of the discussion regarding workload issues, they will have equal representation not to exceed four (4) representatives per party.
3. In order to facilitate the above discussion, the Employer shall provide to the Union(s) the following data on May 31 and November 30 of each year:
 - Hours worked in the previous year;
 - The number of unfilled vacancies per status in the previous year;
 - Overtime hours worked and hours worked by casual employees by classification in the previous year;
 - Sick leave hours in the previous year;
 - FTEs by classification;

- The number and status of referrals under Article 37.01 (€5);
- Number of full-time, part-time, and casual employees by classification; and
- Staff separation of employment by classification;
- The number of project or term certain positions in the previous year;
- The number of workload hours called out under the Casual Addendum, Section 1, Subsection 9 and the areas where these hours were worked;
- The number of float positions under Article 16.11 or Article 28.03 and;
- Relevant census data.

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

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

37.09 Bullying and Harassment

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

37.09 Employee Safety

- a) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
- b) The Employer shall provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- c) The Employer agrees to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, the curriculum may be completed during scheduled work hours. By mutual agreement between the Employer and employee, these modules may be completed outside of regular scheduled work hours. The modules and in-person sessions of the program that are applicable to the employee according to the program shall be considered an in-service under Article 32.02.



- d) The Employer shall provide appropriate violence prevention refresher training to employees as required by the Employer. When an employee requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the employee and their department or unit. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Article 32.02.
- e) Employees who experience harassment extending from incidents related to patient/resident or visitor at the workplace may report the situation through the Employer's OHS incidents reporting system or file a complaint pursuant to the Employer's respectful workplace policy.
- f) Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafeBC.

37.10 Sexual and Domestic Violence

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

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

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

~~An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement. An employee granted leave under this Article shall be entitled to benefits in accordance with Articles 35.05 and 35.07.~~

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

37.11 Ergonomics [unchanged]

37.12 Psychological Health and Safety

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



37.13 Data

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

- a list of all active Joint OHS Committees
- the areas that each committee is responsible for (such as facility, units or programs)
- where and when each committee meets
- the names and committee appointment dates for FBA members
- the date each member received education as per the OHS Regulation ~~3.26~~3.27 and additional education referred to in the Collective Agreement.

37.14 Critical Incident Stress Defusing

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

ARTICLE XX PERSONAL PROTECTIVE EQUIPMENT (PPE) ACCESS & POINT OF CARE RISK ASSESSMENT (PCRA)

If HEABC enters into a collective agreement with a health sector Bargaining Association with an effective date after December 31, 2021 and such collective agreement includes provisions for improved access to personal protective equipment (PPE) such as respirators or masks, or improved provisions pertaining to the point of care risk assessment (PCRA), such provisions will be implemented and included as part of the Collective Agreement, as mutually agreed between the parties.

MEMORANDUM OF AGREEMENT Between HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC) and FACILITIES BARGAINING ASSOCIATION (FBA)

Re: **Best Practice Tools to Respond to Workload**

~~By April 30th, 2019,~~ Within 90 days of ratification, the FBA and Employer will establish a committee with equal representation between the parties, facilitated by HEABC to create a standard set of best practice tools for utilization by Employers and Joint Occupational Safety and Health Committees (JOSHC's). This committee will, within ~~twelve (12)~~ eighteen (18) months of its formation, work to develop:

- workload investigation and assessment tools to identify workload problems;
- strategies, including leading indicators, to monitor, predict and respond to changes in workplace conditions and factors that impact workload; and
- other appropriate measures as determined by the committee.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Amend the collective agreement, by deleting the following:

- Memorandum of Agreement re: Occupational Health, Safety and Violence Prevention Committee
 - Memorandum of Agreement re: Working Group for Occupational Health and Safety Provincial Framework/Structure
 - Letter from the Ministry of Health re: OHS Working Group Funding
- and adding the following Memorandum of Agreement

Re: Provincial Occupational Health and Safety

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

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

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

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

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

Therefore, the parties agree as follows:

1. The parties commit to support the SWITCH BC in carrying on with projects previously agreed to and future projects in support of occupational health and safety projects in the healthcare sector. An example of such project includes the OHS Resource Centre.
2. The parties will assist SWITCH BC in securing sources of ongoing funding.
3. HEABC will contribute a sum of \$500,000 per annum to FBA for occupational health and safety initiatives. The FBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by the SWITCH BC, or the FBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the FBA.



LETTER FROM THE MINISTRY OF HEALTH

August 11, 2022

Meena Brisard
Secretary Business Manager, Hospital Employees' Union
Spokesperson, Facilities Bargaining Association
5000 North Fraser Way
Burnaby, British Columbia, V5J 5M3

RE: SWITCH BC Funding

Dear Ms. Brisard,

The Ministry of Health is pleased to confirm our continuing support for the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) for the term of this Collective Agreement. 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.

To date, SWITCH BC has been funded by the Ministry of Health and they will be required to follow the annual budget process established by the Ministry.

I want to thank you and the members of the Facilities Bargaining Association for your leadership on this important matter. I am confident that a continued strategy and structure which draws all stakeholders together in common purpose will result in safer and healthier workplaces at all worksites throughout the health care sector.

Sincerely,

Mark Armitage
Assistant Deputy Minister,
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Enhanced Disability Management Program

The parties recognize that the personal and financial costs associated with absences from work as a result of illness or injury has an adverse impact on the lives of individuals and the delivery of health care services. The parties are committed to the joint implementation and administration of a comprehensive, seamless, cost-effective system for providing early intervention, long-term disability and return to work programs.

The parties agree to adopt the following principles of the Enhanced Disability Management Program (the “EDMP”):

1. The FBA shall have proportionate representation on the Provincial Steering Committee;
2. The FBA shall have equal representation on implementation and working groups;
3. Disability management is intended to facilitate effective rehabilitation, stay at work and early return to work programs;
4. Casual employees may self-refer to EDMP;
5. EDMP ~~W~~will reasonably address all barriers to return to work (i.e., medical, personal, vocational and/or workplace);
6. Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled;
7. Prevention and disability management processes will be evidence based, continuous and integrated;
8. Rehabilitation processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment;
9. Regular employees and casual employees who self-refer to EDMP are required to participate in the program unless the employee has a bona fide reason to decline;
10. Confidential medical information will be protected, including recognition of appropriate privacy protocols and employee access to their ~~her/his~~ disability file;
11. Disability management is most effective when delivered as close to the workplace as possible;
12. For the purpose of administering the program, EDMP is the primary resource for obtaining and sharing participants’ employment-related medical information;
13. An effective system-wide evaluation will be regularly conducted;
14. Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required;
15. There are unique aspects to Affiliate Employers that must be taken into account in the design of the program; ~~and~~
16. The program will be administered ~~by employers~~ in a manner consistent with the principles outlined above;

17. ~~The parties agree that from the date implementation an annualized amount of \$1,500,000 will be allocated between Regional Representation and Administration. Regional Representatives shall be appointed in conjunction with the implementation of the EDMP.~~
18. The Program shall be funded, effective January 1, 2023, at an amount of \$125,000, and then effective April 1, 2023, at an additional annualized amount of \$500,000 that shall be allocated for additional Regional Representation. This additional Regional Representation will be primarily assigned to health authorities/PHC to support the increase in FBA membership as a result of repatriation and the Health Career Access Program (HCAP). The FBA will appoint this Regional Representation from the health authority/PHC that the representative will be primarily servicing. The parties may assign deploy Regional Representatives to address overall program requirements; and.

~~The parties agree that the EDMP will be implemented no later than April 1, 2013.~~

~~The parties agree to review and consider the impact of EDMP in the next round of collective bargaining. The review will commence on October 1, 2013. The parties agree to establish terms of reference for the review.~~

19. The parties agree to follow the dispute resolution mechanism outlined in the EDMP Policies and Procedures.

~~The parties agree to appoint Vince Ready to mediate/adjudicate, within 90 days of ratification, the matter of appropriate consent forms.~~

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: LTD CLAIMANTS – BENEFITS PREMIUM

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

Expedite a review of the LTD Claimant Benefits Premium, currently cost shared by the employer and claimant on a 50-50 basis, to consider amending the Plan(s) to provide up to 100% JFBT premium coverage for LTD Claimants within the JFBT's existing funding

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Extended Health Benefits – Mental Health Coverage

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

Expedite a review of the extended health benefits plan to consider amending the extended health benefit plan to enhance/improve coverage for mental health within the JFBT's existing funding.

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Musculoskeletal Injury (MSI) Prevention Project: Four (4) Priority Sites

Preventing musculoskeletal injuries (MSI) is a high priority for all stakeholders in healthcare.

~~Accordingly, the parties commit to working towards reducing MSI in the workplace, and seek to initiate projects with the following goals in mind: Accordingly, the parties established the MSI Project in 2019 – 2022 to work towards reducing MSI in the workplace, and carry out the pilot project with the following goals in mind:~~

- Reduce incidence of MSI in identified pilot sites;
- Increase perception of ergonomic safety among staff and physicians at each of the pilot sites;
- Increase knowledge of how to mitigate/eliminate MSI among staff and physicians in each of the pilot sites; and
- Use lessons and solutions gathered from the pilot projects to create a “best practices” guide for MSI prevention that can be followed at other sites.

To this effect, ~~by April 1, 2019,~~ the parties will ~~strike~~ maintain a steering committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Project Steering Committee”). The Project Steering committee, through a data analysis process, will jointly choose four (4) pilot sites to assess ergonomic concerns, create individualized interventions, and evaluate their outcomes. If sufficient funds are available after the four (4) projects are completed, the parties may consider additional sites.

The importance of the topic and the significant resources dedicated to this project require meaningful collaboration between all parties through shared governance, thoughtful planning, including extensive staff engagement, transparent implementation, and thorough evaluation.

The initiatives at the pilot sites will be funded with the following one-time monies, provided by the Ministry of Health, administered by the Project Steering Committee:

- \$250,000 for 2019/20
- \$250,000 for 2020/21
- \$500,000 for 2021/22

Funds will be released by the Ministry, based on completion of a Ministry approved project plan.

Before the end of ~~2021/22~~ 2024/25, the Ministry will meet with representatives of the Project Steering Committee to evaluate the achievements made within the framework, and discuss the potential continued funding of the initiative. Similar to all funding commitments made by the Ministry, the commitment in this letter is subject to appropriation by the Legislature of the required monies on an annual basis as required under s.21 of the *Financial Administration Act*.

Upon completion of the current MSI Project, the Project Steering Committee may also request that the parties allocate up to \$1,000,000 to continue the work.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Local and Provincial Emergencies

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

The Employer will provide relevant information to the Union.

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

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Pandemic Information Sharing Forum

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

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

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

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

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

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

Recruitment and retention

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: FTE Commitment

The parties agree that the total number of FBA member straight time paid hours will increase by a total of ~~9,250,000~~ ~~7,000,000~~ ~~600,000~~ hours, over the ~~2021~~2017 calendar year total straight time paid hours by December 31, ~~2024~~2021. The parties agree that seventy-eight (78%) percent ~~70%~~ of these additional hours will be paid regular status.

The data used in the above calculations will come from HSCIS and cover members in the FBA collective agreement. Straight-time paid hours refers to the hours field in HSCIS named [REGULAR_PAID_HOURS]. The hours include hours in both casual and regular status.

The calculation will be:

	Total FBA straight-time paid hours in HSCIS for calendar 2024 2021
Subtract	Total FBA straight-time paid hours in HSCIS for calendar 2021 2017
	Change in FBA straight-time paid hours

The change in FBA straight-time paid hours will be greater than ~~9,250,000~~ ~~600,000~~ hours for this period.

For the commitment that seventy-eight (78%) percent ~~70%~~ of the increase will be hours paid in regular status:

Table 1: Casual and Regular breakdown of hours

	<u>Base Year Hours</u>	<u>2024 Hours</u>	<u>Difference</u>	<u>Percent of Total Difference</u>
<u>Hours in Regular Status</u>	(A)	(D)	(G)	(J)
<u>Hours in Casual Status</u>	(B)	(E)	(H)	(K)
<u>Total</u>	(C)	(F)	(I)	(L)

Where:

- (A) Is all the straight-time paid hours in the system in regular status in the base year
- (B) Is all the straight-time paid hours in the system in casual status in the base year
- (C) (A) + (B)
- (D) Is all the straight-time paid hours in the system in regular status in the end year (2024)
- (E) Is all the straight-time paid hours in the system in casual status in the end year (2024)
- (F) (D) + (E)
- (G) (D) - (A)
- (H) (E) - (B)
- (I) (F) - (C)
- (J) $(G)/(I)*100$
- (K) $(H)/(I)*100$
- (L) 100%

If (J) is greater than seventy-eight (78%) percent then compliance is achieved.

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: FBA Provincial Recruitment and Retention

The parties agree that addressing the recruitment and retention of FBA members is a priority for the health sector. The parties also agree that recruitment and retention must contribute to a workplace based on the principles of diversity, equity and inclusion, and support health care system transformation. ~~identified in the Ministry of Health (“MOH”) document BC Provincial Health Human Resources (HHR) Workforce Strategy 2018/19-2020/21.~~

Accordingly, the parties ~~agree to~~ have established a Provincial Healthcare Recruitment and Retention Working Group (the “Working Group”). ~~within 120 days of ratification.~~ The Working Group will meet quarterly (or as otherwise agreed), and ~~will be~~ is comprised of:

- one representative from HEABC;
- two senior ~~executive~~-level representatives from HEABC member organizations (~~Vice President of Human Resources or Chief Operative Officer~~);
- three representatives from the FBA; and,
- One senior representative from the Ministry of Health.

The Working Group will consider ~~all relevant and available aggregate/anonymized data associated with~~ 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) Standing Committee on Health Workforce. The Working Group ~~may will~~ provide interim updated recommendations as appropriate, by March 2020.

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;
- ~~collect, review and analyze labour force data to benchmark the current state of the workforce, and identify current gaps in under-represented workers;~~
- ~~identify barriers for under-represented groups;~~
- ~~recommend a framework and action plan for diversity, equity and inclusion in healthcare work places;~~
- identify recommendations for issues related to changing models of care that impact health care workers;
- prioritize initiatives to address recruitment and/or retention issues for the MOH identified professions, including Health Care Aides, Recreation Aides and Activity Aides as well as other occupations covered by the FBA;
- consider initiatives to foster attractive work environments and foster employee engagement to address identified recruitment and retention issues;
- identify recommendations for education at post-secondary institutions; and,
- consider opportunities for redeployment of workers displaced from the bargaining unit by health system restructuring.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Employee-Initiated Rotation Proposals and the Rotation Support Fund

Preamble

The FBA and HEABC intend that the Rotation Support Fund shall endeavour to reduce occurrences of six (6) consecutive shifts and revise rotations in a unit/department that are mutually agreeable, meet operational requirements, ensure service delivery, are consistent with Employers' local staffing needs, and promote recruitment and retention.

Employee-Initiated Rotation Proposals

1. With support from impacted regular employees and approval from their Union, employees may jointly propose rotation revisions once per year for a unit/department except where the Employer has implemented a rotation within twelve (12) months.

2. Where a rotation contains occurrences of six (6) consecutive shifts, employees and the Union may make efforts to reduce the number of occurrences of six (6) consecutive shifts.
3. On request, the Employer shall provide the staffing levels, classifications, hours and days of operation, and other unit/department-specific requirements necessary to propose revisions to the rotation.
4. Employees may propose a revised rotation to the Employer that both satisfies the Employer's operational requirements and is either compliant with the Collective Agreement or presented to the Employer with a waiver of Collective Agreement scheduling requirements signed by the Union. HEABC and the FBA shall develop a mutually agreed waiver. The proposed rotation shall be provided in the Employer's rotation format. The Union shall support employees in developing a proposed rotation.
5. The Employer shall review the proposed rotation to ensure that it is consistent with service delivery needs, and staffing requirements and shall respond within thirty (30) calendar days.
6. If the Employer approves the proposed rotation, the Employer and Union shall jointly conduct a vote among impacted regular employees regarding the original rotation and the proposed rotation. The proposed rotation must be approved by seventy-five (75) percent of the regular employees.
7. An approved revised rotation shall be implemented pursuant to Article 19.02.03 (b)through (g).

Rotation Support Fund

Effective April 1, 2022, HEABC shall allocate \$800,000 on a one-time basis to a Rotation Support Fund to be administered by the FBA. The FBA shall use the Rotation Support Fund (the "Fund") to establish rotation support personnel and to develop rotation tools to support employees to propose revised rotations.

The FBA shall provide HEABC with a written report in January of each year containing a summary of the Fund's expenditures and balances and verify that the Fund was used to support the work as described in this MOA.

In January of each year, the FBA and HEABC shall meet to discuss the Fund outcomes for the preceding calendar year, including scheduling parameters and information needed to reduce the number of occurrences of six (6) consecutive shifts in rotations.

This MOA shall expire on March 31, 2025 unless HEABC and the FBA mutually agree to extend. The HEABC and FBA shall evaluate the success of employee-initiated rotation proposals prior to proposing extension of this MOA.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Working From Home

Preamble

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

It is understood and agreed that:

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

ARTICLE 14 – PROMOTION, TRANSFER, DEMOTION, RELEASE

14.12 Portability

14.12.01 Probation

~~Any new employee who whose within three (3) months previous to being hired by the Employer, worked for any Employer where the Union is certified and where the Employer is a member of the Health Employers Association of B.C. employment terminates with an Employer party to this Collective Agreement (Employer A) (except employees dismissed for cause) and is employed within twelve (12) months with Employer A or with another Employer party to this Collective Agreement (Employer B), shall be required to serve a probationary period in accordance with Article 13. Upon completion of the probationary period, the employee shall be credited with portable benefits and seniority as defined below.~~

14.12.02 Portable Benefits

~~1. — Wages~~

~~Previous service in a similar position classification shall be recognized and the employee shall proceed to the increment step commensurate with her/his accumulated seniority. Credit given for such service shall carry with it the previous anniversary date.~~

~~2. (a) Annual Vacations~~

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

3. (b) Sick Leave

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

4. (c) Special Leave

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

(d) Benefit Enrolment

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

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

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

14.12.03 Seniority

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

~~An employee who voluntarily terminates with an Employer party to this Collective Agreement (Employer A) and is employed within one hundred and (180) days with the same Employer or with another Employer party to this Collective Agreement (Employer B), is entitled to portability of seniority accumulated at Employer (A).~~

~~Employees who are hired by another Employer party to this agreement (Employer B) must voluntarily terminate their employment with (Employer A) within (180) days if they want to port their seniority from Employer (A) to Employer (B).~~

Employees who are working at two Employer parties to this agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within twelve (12) months ~~(180) days~~ 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.

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Bill 47 – Contract Repatriation

WHEREAS, Bill 47 – Health Sector Statutes Repeal Act, 2018 – provides for the repeal of the Health and Social Services Delivery Improvement Act (commonly referred to as “Bill 29”) and the Health Sector Partnerships Agreement Act (commonly referred to as “Bill 94”) ~~and will come into force by regulation of the Lieutenant Governor in Council.~~

AND WHEREAS, Bill 29 and Bill 94 resulted in contracting out of services that were performed by the Facilities Subsector Bargaining Association. The parties agree that Bill 47 demonstrates Government’s commitment to a better path forward, one that provides stability and equal respect for all health care workers, and continuity of care for patients. The parties also agree that contracted support service employees are a valued and integral part of health care team.

THEREFORE,

1. ~~Within 30 days of~~ AND WHEREAS, following Bill 47 coming into force and as part of the 2019-2022 Facilities Bargaining Association (FBA) Collective Agreement, Ministry of Health, the Health Employers’ Association of British Columbia (“HEABC”), Health Authorities and the Union ~~shall established a Bill 47 Working Group meet~~ to discuss currently contracted services contracted out after January 29, 2002 and previously performed by Facilities Subsector employees. The purpose ~~will be was~~ to develop guidelines and processes ~~that will be used~~ to identify the opportunities, assess the practicability, and support the orderly return of these services to the direct control of the Employer where Government and/or the Employer make the decision to return of contracted services to the bargaining unit.

The guidelines and processes ~~were to will~~ be based on principles including but not limited to:

- improving the delivery of health services and continuity of patient/resident care;
- consistent criteria to support ongoing Government and Employer decision-making;
- stability and security for employees;
- affordability and sustainability within existing funding parameters;
- limiting impact on patient/resident care through a smooth transition;
- harmonizing terms and conditions of employment including wages and benefits with the Facilities Subsector Collective Agreement; and,
- procurement process stability and security of contracts.

AND WHEREAS, through the Bill 47 Working Group the parties developed a comprehensive template transition plan, the Labour Adjustment Template Agreement (the “LATA”), and the subsequent agreement, the Labour Adjustment Template Agreement – Application of Collective Agreement and Benefits Entitlements to Affected Employees on Leave of Absence, that will be used by the Health Authority/PHC, HEABC and the Union to facilitate the orderly return of the contracted service(s). The LATA may be modified by mutual agreement to address issues specific to that return of service(s), but only to the least extent necessary to address those issues so as to maintain substantial consistency in the return of contracted services to the Facilities Subsector.

AND WHEREAS, on August 30, 2021 the Government announced that 21 contracts for support services would be repatriated in 2021-2022, creating approximately 2900 full-time equivalent (FTE) workers within the Facilities subsector bargaining unit at Fraser Health Authority (FHA), Providence Health Care (PHC), Provincial Health Services Authority (PHSA), Vancouver Coastal Health Authority (VCH), and Vancouver Island Health Authority (VIHA).

AND WHEREAS, the parties wish to continue to work together to identify the opportunities, assess the practicability, and support the orderly return of these services to the direct control of the Employer where Government and/or the Employer make the decision to return of contracted services to the bargaining unit.

THEREFORE,

1. The Health Authority/PHC will meet with the Union ~~union~~ as early as possible but not less than 120 days prior to the termination, retendering or renewal of currently contracted services that were contracted out after January 29, 2002 and were previously performed by Facilities Subsector employees. The purpose of discussions will be to assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established ~~pursuant to S. 1~~ above.
2. Once annually, in consultation with the Union, the Health Authority/PHC shall review all work contracted out since January 29, 2002 that was previously performed by Facilities Subsector employees and is currently performed by contractors and has not been discussed per S. 12 above. The purpose of the review is to proactively identify opportunities and assess the practicability of an orderly return of the contracted services to the bargaining unit and the direct control of the Employer based on the guidelines and processes established ~~pursuant to S. 1~~ above.
3. Once annually (or as mutually agreed) the Bill 47 Working Group shall review all work contracted out since January 29, 2002 at the health authorities/PHC that was previously performed by Facilities Subsector employees and is currently performed by contractors, and the services repatriated in the previous twelve (12) months. The purpose of the discussion will be to assess the practicability of return of additional contracted services at the health authorities/PHC, and to review actions and outcomes from the repatriation processes.
4. Return of Service: If a Health Sector Employer returns a service for direct delivery that was contracted out, employees of the contractor will be offered employment at the Health Sector Employer in accordance with the terms and conditions of the LATA and Labour Adjustment Template Agreement – Application of Collective Agreement and Benefits Entitlements to Affected Employees on Leave of Absence.
 - (a) ~~be offered employment by the Health Sector Employer subject to availability of positions; and~~
 - (b) ~~where the former employee accepts the offer, they he/she will have previous Health Sector service and seniority recognized and continuous seniority with the contractor(s) recognized; and~~
 - (c) ~~where an employee of the contractor(s) who was not a former employee accepts the offer, the Health Sector Employer will recognize the employee's continuous seniority with the contractor(s).~~

~~A former employee is an employee who was employed by the Health Sector Employer at the effective date of the contracting out and is an employee of the contractor at the time that the service returns to direct delivery.~~



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www.heabc.bc.ca

Meena Brisard
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way
Burnaby, B.C. V5J 5M3

September 1, 2022

Dear Meena:

Re: In-House Service Delivery of P3 Contracted Services

Further to the Memorandum of Agreement between HEABC, the FBA and the Government of British Columbia re: Bill 47 - Contract Repatriation, as appended to the 2022-25 FBA Collective Agreement (the "MOA"), please accept this letter as confirmation that Fraser Health Authority will assume direct control of the services presently performed through the contracts below, by no later than March 30, 2025.

Fraser Health – P3 Sites	Service	Contractor	Market Testing Completion Date
Surrey Memorial Hospital – Critical Care Tower	Housekeeping	Aramark	Feb 27, 2023
Abbotsford Regional Hospital and Cancer Center (ARHCC)	Housekeeping	Sodexo	May 6, 2023
Abbotsford Regional Hospital and Cancer Center (ARHCC)	Food	Sodexo	May 6, 2023
Abbotsford Regional Hospital and Cancer Center (ARHCC)	Patient Porter Service	Sodexo	May 6, 2023
Abbotsford Regional Hospital and Cancer Center (ARHCC)	Help Desk Services	Sodexo	May 6, 2023
Jim Pattison Outpatient Care and Surgery Centre	Housekeeping	BYES	March 31, 2023

In accordance with the MOA, the employees of the contractors under the contracts above will be offered employment at the Health Sector Employer in accordance with the terms and conditions of the Labour Adjustment Template Agreement and the Labour Adjustment Template Agreement – Application of Collective Agreement and Benefits Entitlements to Affected Employees on Leave of Absence.

Fraser Health will assess whether it may be practicable to assume direct control of any of the services above by an earlier date. Fraser Health will meet regularly with the FBA and keep the FBA informed on any developments in this regard.

Sincerely,

Michael McMillan

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Health Career Access Program (HCAP)

As part of StrongerBC: BC's Economic Recovery Plan the Government of British Columbia introduced the Health Career Access Program (HCAP), a Ministry of Health funded program that provides opportunities for individuals to upskill or reskill by obtaining paid education while also gaining work experience. This initiative supports the increased need for additional health care staff and is intended to play a key role in building capacity in the B.C. health sector and economy.

While HCAP currently applies to Health Care Support Workers in settings that include long-term care, assisted living, and home and community care, the Ministry of Health is interested in expanding HCAP to other positions and settings. This commitment supports the training for highly valued and respected workers who provide important support to B.C.'s health system.

The Ministry of Health has committed to continue HCAP to the end of 2024/25 with a funding commitment for up to 3,000 positions per year, which includes both Facilities Subsector and Community Subsector positions. HCAP will continue to focus on Health Care Support Workers in long-term care, assisted living, and home and community care, however the Ministry of Health may expand HCAP into acute care and to up to two (2) other Facilities Subsector professions, with an initial allocation of up to 200 of the available positions to those profession(s).

The Ministry of Health will engage the FBA Provincial Recruitment and Retention Committee established under the MOA Re. Provincial Recruitment and Retention to identify other professions suited to the HCAP within one hundred twenty (120) days of ratification.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Trainer/Mentor Position Assessment

The parties recognize that mentorship, learning and skills development are vital to recruitment and retention and safe patient care. The parties therefore agree that the FBA Provincial Recruitment and Retention Working Group will jointly assess the feasibility of creating Trainer/Mentor positions to lead training and mentoring of new employees. The parties will meet within 120 days of ratification and conclude the work within twelve (12) months of commencement.

The primary functions of employees in dedicated training/mentoring positions may include:

- Orientating new staff to the workplace;
- Teaching new staff site specific approaches and processes;
- Offering ongoing skills development; and
- Providing ongoing support and mentoring to staff.

Those occupations facing the greatest challenges with recruitment and retention will be prioritized for this assessment.

Education and training

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: FBA Education Fund

~~Allocate three million dollars (\$3,000,000.00) to the FBA Education Fund on:~~

- ~~• April 1, 2019*~~
- ~~• April 1, 2020~~
- ~~• April 1, 2021*~~

*Please see 2. a) of the MEMORANDUM OF AGREEMENT RE: JOINT RETRAINING FUND

Allocate one and a half million dollars (\$1,500,000) for each year on:

- April 1, 2022
- April 1, 2023
- April 1, 2024

The Ministry funding is provided to the FBA to provide assistance to regular and casual employees who wish to enroll in educational programs in order to upgrade professionally and enhance their careers with health Employers in the Facilities Subsector collective agreement, particularly in areas of need.

The Ministry of Health believes, as set out in the 2014 report entitled, 'Setting Priorities for the B.C. Health System: Supporting the health and well-being of B.C. citizens; Delivering a system of responsive and effective health care services for patients across British Columbia; Ensuring value for money' that specific groups represented by the FBA unions can play a significant role in delivery of improved health services to British Columbians.

To that end, the Ministry, and the FBA will meet within sixty (60) days of ratification of the collective agreement to discuss the Ministry's development of health human resource planning at a provincial, health authority and local level. Reasonable administration costs may be charged to the Fund. Upon request, the FBA will provide to the Ministry a report showing all expenditures made to date and the estimated future expenditures, including a demonstration of where these expenditures have met particular areas of need for the Ministry.

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Joint Retraining Fund

In 2008, a fund was created to be used for retraining of contracted out employees pursuant to the Bill 29 Settlement Agreement (the “Retraining Fund”). The parties wish to continue to make these monies available to FBA members and agree to amend the terms associated with the Retraining Fund as follows:

1. The Retraining Fund will continue to be administered by a Joint Re-training Committee comprised of three (3) representatives appointed by the FBA and three (3) representatives appointed by HEABC (the “Committee”).
2. ~~The Committee will make any necessary amendments to its Terms of Reference, guidelines or policies to permit the following:~~
 - a. ~~\$2 million will be removed from the fund and allocated to the FBA Education Fund;~~
 - b. ~~any remaining monies shall be used for training needs for of contracted service employees returning to the FBA bargaining unit, direct health authority employment resulting from Return of Service, pursuant to the Memorandum of Agreement re: Bill 47 Contract Repatriation, December 1, 2018 Bill 47 Working Group MoA.~~
3. The Committee will set the parameters governing employee access to the Retraining Fund.
4. HEABC and the Facilities Association will work with public sector post-secondary institutions to maximize the training opportunities for the employee and the employer.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: FBA Training Fund

Effective April 1, 2023, the parties agree to allocate, on a one-time basis, \$300,000 to FBA to support a one-time FBA Training Fund.

Potential training may include:

- a) mental health first aid,
- b) anti-racism training,
- c) creating culturally safe work environments, and

Other training initiatives, as deemed appropriate by the parties.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

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

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

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

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

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

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

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.
2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through *In Plain Sight*.
3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness
4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

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

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

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

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

Building equity in our workplace

TRUTH AND RECONCILIATION

ARTICLE 1.01 – PREAMBLE

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

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

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

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

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



MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Recruitment and Retention of Indigenous Workers

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

**ARTICLE XX – CEREMONIAL, CULTURAL, SPIRITUAL AND BEREAVEMENT LEAVE FOR
INDIGENOUS EMPLOYEES**

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

Definitions:

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

“Immediate family” for the purposes of accessing Bereavement leave under Article 29.01 includes an Indigenous

employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

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

- a) Effective April 1, 2022, an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 29.01 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above). The number of days shall be increased to five (5) days per calendar year effective January 1, 2023.
- b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of "immediate family", above).
- c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

ARTICLE 34 – LEAVE – UNPAID

34.05 Unpaid Leave – Public Office and Indigenous Governing Entities

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

1. Employees seeking election in a Municipal, Provincial or Federal election, or election to Indigenous governing entities including, but not limited to First Nations Band Councils, Metis Chartered Community Governments, and other self-government arrangements which are formally negotiated in modern day arrangements between federal, provincial and First Nations governments, shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
2. Employees elected to public office and Indigenous governing entities shall be granted unpaid leave of absence for a period up to five (5) years.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare

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

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

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

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

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the *In Plain Sight* report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the “Forum”). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

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

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

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Facilities 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.

ARTICLE 27 – STATUTORY HOLIDAYS

27.01 Statutory Holidays

Employees will be entitled to ~~twelve (12)~~ thirteen (13) and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred ~~seventeen sixteen~~ (117~~6~~) days per year (two (2) days per week plus a minimum of ~~twelve (12)~~ thirteen (13) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one hundred ~~seventeen sixteen~~ (117~~6~~) days off, ~~they she/he~~ shall be paid extra at double time rates for each day by which ~~their her/his~~ total number of days off falls short of one hundred ~~seventeen sixteen~~ (117~~6~~), except that ~~they she/he~~ shall not again be paid for any day for which ~~they were she/he~~ ~~was~~ paid at the rate of double time under Article 21 or Article 27.04.

Diversity, equity and inclusion

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Diversity, Equity and Inclusion Working Group

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
 - Develop terms of reference;
 - Engage and consult stakeholders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under- represented workers;
 - Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;

- Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
 - Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:
 - i. suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and
 - ii. suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.
8. The Working Group will make recommendations to PHHRCC.
9. The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Trans Inclusion General Transition Support

The parties agree to the following:

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

- Doxxing (sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).
- 7) This MOA is not intended to limit the work of the DEI Working Group in advancing trans inclusion in the workplace.

Extended Health Benefits Plan

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

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

Transition Leave

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

Bathrooms

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

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

GENDER NEUTRAL LANGUAGE

Amend the FBA Collective Agreement by deleting all gender specific pronouns and terms replacing them with gender neutral pronouns and terms, including but not limited to

- “he/she” will be changed to “they”
- “his/hers” will be changed to “their”
- “him/her” will be changed to “them”
- “sister” and “brother” will be changed to “sibling”
- “father-in-law” and “mother-in-law” will be changed to “parent-in-law”
- “paternity leave” will be changed to “parental leave”

Respectful workplace

ARTICLE 4 - ~~NO DISCRIMINATION~~ RESPECTFUL WORKPLACE

4.01 No Discrimination

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

4.02 No Bullying or Harassment

- (a) The Association and the Employer recognize the right of employees to work in an environment free from bullying and harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in ~~sexual or other~~ bullying and harassment in the workplace.
- (b) Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.
- (c) Reasonable actions of a manager or supervisor relating to the management and direction of employees or the place of employment – such as assigning work, providing feedback to employees on work performance, and issuing disciplinary action where there is just cause – do not constitute harassment.
- (d) Sexual harassment is a serious form of harassment.

4.03 Complaints Investigation

~~An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one or other of the following processes:~~

- (a) An employee who complains of harassment may register a complaint with the Employer or through the Union (at the employee's option) to the Employer designate.
- (b) The Employer shall conduct an intake with the complainant within fifteen (15) calendar days and, within a further forty-five (45) calendar days, investigate, and respond to the harassment allegations pursuant to its respectful workplace policy. The Employer shall notify the complainant, the respondent, and the Union (if involved) upon conclusion of the investigation whether or not the allegations were substantiated.

- (c) Where the Employer's respectful workplace policy includes an appeal procedure, at the conclusion of the investigation, the complainant shall be so advised.
- (d) Both the complainant and the respondent shall be entitled to Union representation if they are members of the Association.
- (e) Where the complainant involves *Human Rights Code* grounds, including allegations of sexual harassment, the complainant must advise the Employer and, may refer the complaint to either the Employer's respectful workplace policy or one of the following processes:
1. where the complaint involves allegations of sexual harassment, it shall be referred to Myrna McCallum (Complaints Investigator);
 2. ~~(a)~~ where the complaint pertains to the conduct of an employee within the Association's bargaining unit, it shall be referred to ~~Lisa Hansen,~~ Sara Forte or Ana Mohammed (Complaints Investigators); or -
 3. ~~(b)~~ where the complaint pertains to the conduct of a person not in the Association's bargaining unit, it shall be referred to ~~Tonie Beharrell Gwen Brodsky~~ or Joy Bischoff (Complaints Investigators). -
- (f) Prior to initiating an investigation, the Complaints Investigator shall determine whether the allegations fall within the definition of discrimination in the *Human Rights Code* and notify the Employer and the Union.
- (g) Where the Complaints Investigator determines that the complaint does not fall within the definition of discrimination in the *Human Rights Code*, they shall discontinue the investigation, unless the Union and the Employer jointly agree to proceed. The complainant shall be advised accordingly.
- (h) When a complaint is determined to fall within the definition of discrimination in the *Human Rights Code* the Complaints Investigator shall:
1. ~~(i)~~ investigate the complaint;
 2. ~~(ii)~~ determine the nature of the complaint; and
 3. ~~(iii)~~ make written recommendations to resolve the complaint.

Union rights and contract enforcement

ARTICLE 5 – UNION RECOGNITION AND RIGHTS

5.14 Dedicated Shop Stewards

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

<u>Vancouver Coastal Health Authority (Vancouver General Hospital)</u>	<u>3.0 FTE</u>
<u>Vancouver Coastal Health Authority (University of British Columbia Hospital)</u>	<u>0.6 FTE</u>
<u>Vancouver Coastal Health Authority (Lions Gate Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Coastal Health Authority (Richmond Hospital)</u>	<u>0.6 FTE</u>
<u>Vancouver Island Health Authority (Royal Jubilee Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (Victoria General Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (Nanaimo Regional General Hospital)</u>	<u>1.0 FTE</u>
<u>Vancouver Island Health Authority (to be determined by the parties)</u>	<u>1.0 FTE</u>
<u>Fraser Health Authority (Surrey Memorial Hospital)</u>	<u>2.0 FTE</u>
<u>Fraser Health Authority (Royal Columbian Hospital)</u>	<u>1.0 FTE</u>
<u>Fraser Health Authority (Abbotsford Regional Hospital and Cancer Centre)</u>	<u>1.0 FTE</u>
<u>Interior Health Authority (Kelowna General Hospital)</u>	<u>1.0 FTE</u>
<u>Interior Health Authority (Royal Inland Hospital)</u>	<u>1.0 FTE</u>
<u>Providence Health Care (St. Paul's Hospital)</u>	<u>2.5 FTE</u>
<u>Providence Health Care (Mount St. Joseph's Hospital)</u>	<u>0.5 FTE</u>
<u>Provincial Health Services Authority (BC Children's and Women's Hospital)</u>	<u>2.0 FTE</u>
<u>Northern Health Authority (University Hospital of Northern British Columbia)</u>	<u>1.0 FTE</u>
<u>Total</u>	<u>21.2 FTE</u>

2) HEABC and the FBA may redistribute the twenty-one point two (21.2) dedicated shop stewards to meet changing needs by mutual agreement.

3) The FBA shall appoint the dedicated shop stewards from the staff of the Health Authority/PHC in which they shall be appointed. The FBA shall notify the Health Authority/PHC in writing of the



- appointment of dedicated shop stewards, the duration of the appointment, and of any changes to the appointment.
- 4) These positions are intended to operate on a regular schedule from Monday to Friday, unless the parties at a particular location mutually decide otherwise.
 - 5) Dedicated shop stewards shall report to Health Authorities/PHC for administrative purposes but shall take direction from the Union on performance of work.
 - 6) Health Authority/PHC's policies and the FBA Collective Agreement shall apply to dedicated shop stewards except as modified within this MOA. Dedicated shop stewards shall follow all Health Authority/PHC procedures, including but not limited to staffing, scheduling, and timekeeping procedures.
 - 7) Health Authorities/PHC shall pay dedicated shop stewards at the rate of pay in their current classification during the appointment. Dedicated shop stewards are entitled to negotiated wage increases during the appointment.
 - 8) Health Authorities/PHC shall schedule dedicated shop stewards for thirty-seven and a half (37.5) hours of work per week. This position shall not incur overtime unless pre-authorized by the Health Authority/PHC.
 - 9) Where practicable and agreed, the parties may assign one or more of the twenty-one point two (21.2) dedicated shop stewards to provide support to other worksites within the respective Health Authority/PHC. Where dedicated shop stewards provide support to other worksites within the respective Health Authority/PHC, the dedicated shop stewards shall use teleconferencing or video virtual conferencing provided by the Health Authority/PHC to maximize efficiency and minimize cost. Any travel shall be pre-authorized by the Health Authority/PHC.
 - 10) Dedicated shop steward's duties may include but are not limited to the following:
 - a. Foster understanding and communication between the parties;
 - b. Reduce workplace differences short of arbitration;
 - c. Be available when needed to assist on workplace issues;
 - d. Investigating complaints;
 - e. Investigating grievances;
 - f. Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure; and
 - g. Supervising ballot boxes and other related functions during ratification votes;
 - h. Attending meetings.
 - 11) Dedicated shop stewards shall be given first consideration in performing the Duties at the assigned worksite. If the dedicated shop steward is unavailable or unable to perform the Duties, the dedicated shop steward shall delegate the Duties to another shop steward.
 - 12) Dedicated shop stewards shall revert to their previous status and job at the end of the appointment without a loss of seniority and accruals.
 - 13) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the Union shall meet to discuss the appropriate means of addressing concerns.

- 14) HEABC and the FBA shall meet annually with a representative of each of the Health Authorities/PHC to discuss and evaluate the effectiveness of dedicated shop stewards in improving labour/management relationships by reviewing the increased resolution of grievances and improved communication.

ARTICLE 12.03 – LETTERS OF EXPECTATION

12.03 Letters of Expectation

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

ARTICLE 5 – UNION RECOGNITION AND RIGHTS

5.03 Union Check-Off

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

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

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

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

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

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

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

5.04 Induction

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



each session, the Employer shall advise the ~~Secretary-Treasurer-Union's~~ designated local official or the Senior Union Official of the names of the new employees hired.

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

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

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

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

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

ARTICLE 34 – LEAVE – UNPAID

34.04 Unpaid Leave – Union Business

- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business, including Union leave rest days as outlined in the Memorandum of Agreement Re: Rest Days, on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

MEMORANDUM OF AGREEMENT (NEW)

Between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Rest Days

A Union leave "rest day" is a day upon which an employee is provided Union leave on a scheduled work day for having transacted Union business on a scheduled day off. The Employer will provide Union leave rest days for the following four categories only:

- a. Employees that are members of their Provincial Executive required to conduct business and/or duties of their Provincial Executive as designated by their Union;
- b. Employees that are designated by their Union for the purpose of negotiating the Health Services and Support Facilities Subsector Collective Agreement (up to a maximum of twenty (20) members in totality);
- c. Employees that are designated by the Union to transact Union business for five (5) consecutive days or more; or
- d. Employees that have worked (a combination of Union business and regular work) seven (7) consecutive days or more.

The FBA will provide HEABC with a list of employees who are members of the Provincial Executive in all constituent unions.

The granting of rest days as outlined above is subject to the following:

1. Employees requesting a Union leave rest day(s) under any of the categories listed above will indicate the specific date(s) they are requesting a Union leave rest day on the union leave request form approved by a designated Union official.
2. Rest days will be requested and granted in accordance with Article 34.04(a) and may be denied if the leave unduly interrupts the operation of the department.
3. One union leave rest day shall be provided for every full working day that the employee transacts union business on a scheduled day off from work (1:1 ratio). "Scheduled day off" does not include vacation days.
4. If an employee is required to travel on a scheduled day off in order to attend union business they will be entitled to a rest day provided a full day of travel is required.
5. Rest days must be scheduled adjacent to the union business except that:
 - i. Due to operational requirements, the Employer may schedule the rest day on a day that is not adjacent to the transaction of the union business as long as it is scheduled as near as reasonably possible or as otherwise agreed between the Employer and the employee;
 - ii. The scheduling of a rest day shall not result in any overtime within the department; In such circumstances, the rest day must be re-scheduled as soon as reasonably possible, or as otherwise agreed between the Employer and the employee.
6. The Union will reimburse the Employer for Union leave rest days in accordance with Article 34.04(e).

ARTICLE 20 – HOURS OF WORK

20.03 Rest and Meal Periods

(a) Rest Periods

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

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

(b) Meal Periods

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

(c) Combined Rest and Meal Periods

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

ARTICLE 14 – PROMOTION, TRANSFER, DEMOTION, RELEASE

14.11 Seniority ~~Dates~~ Hours

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

ARTICLE 16 – JOB POSTINGS AND APPLICATION

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

16.01 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than ninety (90) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of at least fifteen (15) calendar days and less than ninety (90) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:
 - (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another Article 16.01(c) assignment that conflicts with the accepted one. Probationary employees and employees undergoing a qualifying period shall not be considered for a 16.01(c) assignment in a different classification.
 - (ii) by employees registered for casual work in accordance with the casual addendum.
 - (iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c) (ii) for a period of up to ~~seven (7)~~ fifteen (15) calendar days.
- (d) If an employee leaves a position within thirty (30) calendar days of its commencement, the Employer

will award the resulting vacancy to the next successful applicant pursuant to Article 14.01, without re-posting the vacancy.

- (e) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if she/he is also registered for casual work.

- (f) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (g) Where the local agreement covering access to work by part-time employees (former “15.01c”) does not contain a termination clause, the agreement may be terminated on giving of six (6) months’ notice by either party.
- (h) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

ARTICLE 19 – SCHEDULING PROVISIONS

19.04 Extended Work Day/Compressed Work Week Memorandum

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

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

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

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

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

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

ARTICLE 20 – HOURS OF WORK

20.02 Hours of Work

- (b) ~~Schedules~~ Rotations with work days greater than seven and one-half (7.5) hours per day ~~and up to and including eight (8) hours per day~~ are further clarified in the ~~Memorandum of Understanding Re: Schedules~~ Memorandum of Agreement Re: Extended Work Day/Compressed Work Week.

MEMORANDUM OF AGREEMENT (NEW)
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Extended Work Day/Compressed Work Week

Preamble

The purpose of this Memorandum of Agreement (MOA) is to provide for the introduction or continuance of an extended work day/compressed work week.

It is understood and agreed that:

1. The Employer shall not incur costs that would exceed the total costs they would have incurred had they maintained the regular work day/work week in the Facilities Subsector Collective Agreement.
2. The introduction of this plan shall not work to the detriment of the employer when related to part-time or casual employees.
3. No employee shall receive benefits superior or inferior to those negotiated in the Facilities Subsector Collective Agreement for their classification and status because of the fact of working an extended work day/compressed work week.
4. A day shall be converted into working hours where applicable so that one (1) day shall equal seven and one-half (7.5) paid hours.
 - a. Example: 3 days' compassionate leave equals
 - 7.5 hours times 3 days = 22.5 working hours
5. Regular full-time employees normally receive 1950 hours' pay in the fifty-two (52) week period commencing from the first scheduled shift in January.
 - a. For the purposes of calculating days off the employee shall receive a minimum of one hundred and seventeen (117) days off in a fifty-two (52) week period commencing with the first scheduled work shift in January.
 - b. An employee may work a shift on the three hundred and sixty-fifth (365th) day or three hundred and sixty-sixth (366th) day (in a Leap Year) of the work year which commences with the first scheduled shift in January. If such shift is regularly scheduled then overtime shall not apply for same.
 - c. For the purposes of calculating the employee's hourly pay rate the following formula shall apply:
 1. Hourly rate = monthly rate x twelve (12)
 - i. 1950.0

Revisions to the Collective Agreement for the purpose of this MOA are as follows:

ARTICLE 14.12 – PORTABILITY

14.12.02 (c) Sick Leave

The employee shall be credited with any unused accumulation of sick leave from his/her previous

employment up to a maximum of eleven hundred and seventy (1170) working hours and shall be entitled to sick leave in accordance with the provisions of Article 31 commensurate with his/her accumulated seniority.

ARTICLE 19 – SCHEDULING PROVISIONS

19.01 The Employer and the Union agree to waive paragraphs (b) and (c) of Article 19.01, as provided for in Article 19.01 (d).

ARTICLE 20 – HOURS OF WORK

20.03 Rest and Meal Periods

(a) Rest Periods

Employees normally scheduled to work a shift of ten (10) consecutive hours or more shall receive three (3) rest periods, one in each third of the shift. Rest periods shall not be scheduled at the beginning or end of shifts. Employees working less than a full shift shall receive two (2) rest periods, one in each half of the shift.

(b) Meal Periods

Two (2) meal periods of one-half (0.5) hours shall be scheduled during a normally scheduled work shift of ten (10) hours or more.

(c) Combined Rest and Meal Periods

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

ARTICLE 21 – OVERTIME

21.03 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1.5) times the premium statutory holiday rate for all hours worked beyond the normally scheduled hours for that day.

ARTICLE 27 – STATUTORY HOLIDAYS

27.02 Super Stats

If an employee is required to work on Good Friday, Labour Day or Christmas Day, the employee shall be paid at the rate of double time and one-half (2.5) for all hours worked and shall receive seven and one-half (7.5) paid hours off.

27.05 If an employee is required to work on a statutory holiday other than a Super Stat, the employee shall be paid at the rate of double time (2.0) for all hours worked and shall receive seven and one-half (7.5) paid hours off.

ARTICLE 28 – VACATIONS

28.01 Vacation Entitlement

- (c) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:
- 1 year's continuous service – 150 working hours' vacation
 - 2 years' continuous service – 150 working hours' vacation
 - 3 years' continuous service – 150 working hours' vacation
 - 4 years' continuous service – 150 working hours' vacation
 - 5 years' continuous service – 157.5 working hours' vacation
 - 6 years' continuous service – 165 working hours' vacation
 - 7 years' continuous service – 172.5 working hours' vacation
 - 8 years' continuous service – 180 working hours' vacation
 - 9 years' continuous service – 187.5 working hours' vacation
 - 10 years' continuous service – 195 working hours' vacation
 - 11 years' continuous service – 202.5 working hours' vacation
 - 12 years' continuous service – 210 working hours' vacation
 - 13 years' continuous service – 217.5 working hours' vacation
 - 14 years' continuous service – 225 working hours' vacation
 - 15 years' continuous service – 232.5 working hours' vacation
 - 16 years' continuous service – 240 working hours' vacation
 - 17 years' continuous service – 247.5 working hours' vacation
 - 18 years' continuous service – 255 working hours' vacation
 - 19 years' continuous service – 262.5 working hours' vacation
 - 20 years' continuous service – 270 working hours' vacation
 - 21 years' continuous service – 277.5 working hours' vacation
 - 22 years' continuous service – 285 working hours' vacation
 - 23 years' continuous service – 292.5 working hours' vacation
 - 24 years' continuous service – 300 working hours' vacation
 - 25 years' continuous service – 307.5 working hours' vacation
 - 26 years' continuous service – 315 working hours' vacation
 - 27 years' continuous service – 322.5 working hours' vacation
 - 28 years' continuous service – 330 working hours' vacation



29 years' continuous service – 337.5 working hours' vacation

30 years' continuous service – 345.0 working hours' vacation

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

28.02 Supplementary Vacations

- (a) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-seven and one-half (37.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-five (75) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one hundred and twelve and one-half (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

28.04 Splitting of Vacation Periods

Annual vacations for employees with less than seventy-five (75) working hours' vacation shall be granted in one (1) continuous period.

ARTICLE 29 – BEREAVEMENT LEAVE

- 29.01** Compassionate leave of absence of twenty-two and one-half (22.5) working hours with pay shall be granted to an eligible regular employee.

ARTICLE 30 – SPECIAL LEAVE

- 30.01** Special leave credits may be used for the following reasons:

1. Marriage leave – thirty-seven and one-half (37.5) working hours.
2. Parental/Adoption leave – fifteen (15) working hours.
3. Serious household or domestic emergency including injury or illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the injured or ill immediate family member – up to fifteen (15) working hours at one time.
4. Leave of seven and one-half (7.5) working hours may be added to twenty-two and one-half (22.5) working hours' bereavement leave.

5. Leave of twenty-two and one-half (22.5) working hours may be taken for travel associated with bereavement leave.
6. Leave of up to thirty-seven and one-half (37.5) working hours may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.

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

ARTICLE 31 – SICK LEAVE, WCB, INJURY-ON-DUTY LEAVE

31.02 Sick Leave, WCB, Injury-On-Duty

Sick leave credits with pay shall be granted on the basis of eleven and one-quarter (11.25) working hours per month cumulative up to eleven hundred and seventy (1170) working hours working hours.

ARTICLE 34 – LEAVE – UNPAID

34.03 Unpaid Leave – Affecting Seniority – Benefits

Any employee granted unpaid leave of absence totaling up to one hundred and fifty

(150) working hours in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds one hundred and fifty (150) working hours in any year, the employee shall not accumulate benefits for any additional hours of unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

34.04 Unpaid Leave – Union Business

- (a) Short-term leave of absence without pay to a maximum of one hundred and five (105) working hours at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for the time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than one hundred and five (105) working hours unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leaves of absence shall retain all rights and privileges accumulated prior to obtaining such leaves. Seniority shall continue to accumulate during such leaves and shall apply to such provisions as annual vacations, increments and promotions.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.09.02 Roster

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

~~Mark Atkinson~~

Paula Butler

Elaine Doyle

Judi Korbin

Julie Nichols

Vince L. Ready

Chris Sullivan

Tonie Beherral

Koml Kandola

Cathy Knapp

Allison Matacheskie

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

ARTICLE 10 – EXPEDITED ARBITRATION

10.01 Roster

The following expedited arbitrators are appointed under the collective agreement:

~~Mark Atkinson~~

Corinn Bell

Paula Butler

Elaine Doyle

Vince L. Ready

Ken Saunders

Chris Sullivan

Jacque de Aguayo

Koml Kandola

Allison Matacheskie

Randy Noonan

ARTICLE 11 – ARBITRATION

11.01 Composition of Board

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

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

The following arbitrators are appointed under the collective agreement.

Mark Brown

~~Joan Gordon~~

Judi Korbin

~~David McPhillips~~

~~Joan McEwen~~

Vince L. Ready

Corinn Bell

Julie Nichols

John Hall

Jacquie de Aguayo

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

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

11.02 Dismissal/Suspension

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

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

Mark Brown

~~Joan Gordon~~

Judi Korbin

~~Joan McEwen~~

~~David C. McPhillips~~

Vince L. Ready

Corinn Bell

Allison Matacheskie

Jacquie de Aguayo

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

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

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either

party may request written reasons for the decision.

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

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

ADDENDUM

- MAINTENANCE AGREEMENT AND CLASSIFICATION MANUAL -

4) **Grid**

The salary level for each benchmark is identified as a “grid” and the corresponding dollar amount is in Wage Schedules – Grids of the Maintenance Plan. For example:

~~Grid: 9~~ Grid: 10

~~Wage Schedules - Grids—April 1, 2013 \$2,923 per month~~ April 1, 2021 \$3408 per month

11) **Expedited Classification Appeals**~~Error! Bookmark not defined.~~

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

- ~~(1)~~ (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- ~~(2)~~ (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
- ~~(3)~~ (3) The parties shall utilize staff representatives of the Union and the HEABC to present cases, and shall not utilize outside legal counsel.
- ~~(4)~~ (4) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- ~~(5)~~ (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- ~~(6)~~ (6) Outstanding classification appeals shall be heard under this article by Elaine Doyle, Julie Nichols, ~~John Hall~~ Cathy Knapp, ~~or John Kinzie or Vicki Averill~~. The decision of the Classification Referee shall be final and binding on both parties.

13) **Definitions**

- (5) **Union:** The Association of Health Services and Support Workers Facilities Subsector (represented by the Hospital Employees’ Union, B.C. ~~Government and Service~~ General Employees’ Union, the International Union of Operating Engineers, the International Brotherhood of Electrical Workers Local No. 230, ~~the United Steelworkers, Local 9705~~, the British Columbia Nurses’ Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138, and the Public and Private Workers of Canada Local No. 5).

ARTICLE 48 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

48.07 Effective Date of Wages and Benefits

- (a) All new wages and benefits shall be effective ~~from April 1, 2010~~, as ~~unless otherwise specified in this~~ the Collective Agreement.
- (b) Non-compensation changes will be effective sixty (60) days after the date of ratification unless otherwise specified in the Collective Agreement.
- ~~(c) Employees governed by certifications granted on or prior to March 31, 2001 shall be entitled to the wage levels set out in the Facilities Subsector Collective Agreement effective October 1, 2000 or six (6) months following certification, whichever is later. For these employees, health and welfare benefit levels of the Facilities Subsector Collective Agreement are effective July 1, 2001 or six (6) months following certification, whichever is later (except Municipal Pension Plan (MPP) see article 41 and the named carrier, see article 38). Other monetary benefits will be effective the date of ratification of this agreement.~~
- ~~(d)~~ (c) Employees governed by certifications granted on or after April 1, 2001 shall be entitled to the wage and benefit levels six (6) months after the date of certification (except Municipal Pension Plan (MPP), see Article 41 and the named carrier, see article 38). Application of the Facilities Subsector Collective Agreement to employees governed by certifications occurring after September 30, 2002, will be the subject of negotiations between the parties.
- ~~(e) Employment security is not for these purposes a benefit.~~
- ~~(f)~~ (d) Superior benefits for new certifications shall be addressed in accordance with the principles set out in the Levelling and Melding Awards.
- ~~(g)~~ (e) Employees certified ~~on or after April 1, 2001~~ and during the term of this collective agreement shall engage in the following process of review and their method of operation and job descriptions:
 - (1) Within three (3) months of certification, the Employer may review its operation and if necessary make changes to its method of operation and job descriptions. Such changes, if any, shall not be arbitrary, capricious or in bad faith;
 - (2) At the completion of the period above, HEABC will provide the appropriate Union with a list of the proposed classification of the jobs at the Employer;
 - (3) Within one month of receiving the list referred to in ~~(g)~~(2) above, the Union shall file with HEABC, in writing any objections to the proposed classification of jobs. All jobs not covered by a written objection shall be deemed to be appropriately classified under the Facilities Classification System;
 - (4) The Employer shall review any objections to its proposed classification of jobs within one (1) month of receiving the Union's written objections. The parties shall attempt to resolve the objections within a further month. Objections not resolved shall be resolved by ~~John Kinzie~~ Cathy Knapp and/or Judi Korbin using the expedited arbitration process as set out in article 11 of the Maintenance Agreement;
 - (5) If any classification process results in the reduction of an employee's classification pay rate, the issue shall be addressed consistent with the principles set out in the Melding and Levelling Awards;
 - (6) New positions, changed positions, and classification disputes which arise after the completion of steps ~~(g)~~(1) through ~~(g)~~(5) above shall be addressed using the Facilities Classification System.

Supporting casual workers

ADDENDUM

- CASUAL EMPLOYEES -

1-3 [unchanged]

4.

- (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, ~~she/he~~ the employee will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

Article 38, Section 38.01 – Medical Plan

Section Article 38.02 – Dental Plan

Section Article 38.03 – Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
 - (ii) the casual employee is no longer working in the posted position.
- (c) A casual employee appointed to a temporary position with a duration of six (6) months or more may elect to accrue vacation credits at the rate of eight (8%) percent of straight time pay to be scheduled as paid time off. Casual employees shall notify the Employer of their election to accrue vacation credits on acceptance of the position. Vacation shall be scheduled at a time that is mutually agreeable except that vacation for the subsequent year shall be scheduled after the annual vacation planning process. Employers shall pay out unused vacation credits at the conclusion of the temporary position.

5. Casual employees are entitled to all benefits of this Agreement except the following:

- (1) Article 13 – Probationary Period;
- (2) Article 14.02, 14.03, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.12.01, 14.12.02;
- (3) ~~Article 17 – Technological, Automation and Other Changes~~ Article 17.03.01, 17.03.03, 17.04, 17.05, and 17.06

6-12 [unchanged]

13. Casual employees shall receive thirteen (13%) ~~eleven point eight percent (11.8%)~~ of their straight time pay in lieu of scheduled vacations and statutory holidays. ~~This percentage shall increase to twelve point two percent (12.2%) effective January 1, 2017 and to twelve point six percent (12.6%) effective January 1, 2019~~

14-17 [unchanged]

- (x) Pursuant to the *Employment Standards Act*, casual employees shall be entitled to the minimum standards for paid illness or injury leave.
- (x) Effective April 1, 2022, when the Employer requires casual employees to wear Canadian Standard Association (CSA) certified Grade 1 or 2 protective toecap or electrical protective footwear, the Employer shall reimburse up to a maximum of one hundred and twenty-five dollars (\$125) each calendar year for the purchase of the required footwear. To be eligible for reimbursement, the employee shall work more than one thousand (1000) straight-time hours in the preceding calendar year.

ARTICLE 13 – PROBATIONARY PERIOD

13.01 [unchanged]

13.02 [unchanged]

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

Miscellaneous

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)
and
THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

RE: BCEHS IT Operations and Telecommunications Callout Compensation

Whereas:

- A. In or around 2014, the Parties, along with the BC Government and Service Employees Union (“BCGEU”) and the Provincial Health Services Authority (“PHSA”), entered into a Memorandum of Agreement providing for the terms of transition of BCGEU staff being transferred from their employment with the Ministry of Health to employment with BCEHS (the “Transition Memorandum”). The Transition Memorandum is attached to the Agreement as Appendix ‘A’.
- B. Section 24 of the Transition Memorandum pertained to the group of Transferred Employees within the classifications of IT Operations and Telecommunication – Dispatch/Operations (the “IT Employees”), and provided terms of callout compensation for this group of employees
- C. The Parties, PHSA, and BCGEU also entered into an addendum to the Transition Memorandum Re: IT Operations and Telecommunications – Callout Compensation Article 17.11, dated August 25, 2014 (the “Callout Addendum”). The Callout Addendum voided Section 24 of the Transition Memorandum, and replaced it with new terms of IT Employee callout compensation. The Callout Addendum is attached to this Agreement as Appendix ‘B’.
- D. The Parties wish to bring an end to the Callout Addendum and replace it with the Agreement outlined below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Section 24 of the Transfer Memorandum and the entirety of the Callout Addendum shall not apply and be rendered void. The terms of callout compensation for IT Employees are replaced by the terms outlined below.
2. The practice which was in place prior to the effective date (of the Transition Memorandum) shall be maintained, which includes:
 - a. All level 2 IMIT Standby hours for each of the IT Operations and Telecommunications teams captured under the original Transition Memorandum shall be compensated and calculated on a bi-weekly basis as follows:

- i. Number of Standby Hours/number of employees (in standby pool)/3 = total hours paid bi-weekly
 - b. Level 2 bi-weekly Standby Compensation shall be adjusted should the number of Standby hours increase or decrease and/or the number of employees engaged in Standby increase or decrease.
3. All Level 3 IMIT staff on the IT Operations and Telecommunications teams captured under the original Transition Memorandum shall be paid ten (10) hours of regular pay per complete bi-weekly period of Standby Coverage provided.
4. Should an employee on Standby be required to return to the/a work site to meet the requirements of the Callout – they will not do so without excluded BCEHS IMITS management authorization.
5. Compensation shall be provided for calls/work performed during any Standby hours shall be compensated as follows:
 - a. work performed during standby hours from home, shall be compensated at overtime rates in 30-minute increments; and
 - b. work performed during standby hours where an employee has been approved to return to the worksite, shall be compensated in accordance with the language in Article 23 – Call Back of the Health Services and Support Facilities Subsector Collective Agreement (the “Collective Agreement”).
6. The defined terms in the recitals above are incorporated as terms of this Agreement.

This Agreement is reached on a without prejudice basis and shall not be referred to in respect to other matters between the Parties.

The Parties have carefully read this Agreement, understand its contents, and have voluntarily signed this Agreement below.

MEMORANDUM OF AGREEMENT
Between
HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)
and
FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Isolation Travel Allowance

Northern Health Authority, ~~Peace Villa North Peace Care Centre~~, Fort St. John
 Northern Health Authority, ~~Peace River Haven, Pouce Coupe~~
 Northern Health Authority, Prince Rupert Regional Hospital
 Northern Health Authority, ~~Haida Gwaii Hospital & Health Centre Queen Charlotte Islands General Hospital, Queen Charlotte City~~
 Northern Health Authority, Stuart Lake General Hospital, ~~Fort St. James~~
~~United Church of Canada Vancouver Coastal Health Authority~~, Bella Coola General Hospital
~~United Church of Canada Vancouver Coastal Health Authority~~, R.W. Large Memorial Hospital, Waglisla
~~United Church of Canada Northern Health Authority~~, Wrinch Memorial Hospital, Hazelton
 Vancouver Island Health Authority, Gold River Health Clinic
 Vancouver Island Health Authority, ~~St. George's Hospital~~, Cormorant Island Community Health Centre, Alert Bay
 Vancouver Island Health Authority, Zeballos Health Unit, Zeballos

[all other sites not mentioned remain unchanged]

Re: Isolation Travel Allowance

An isolation travel allowance of one hundred dollars (\$100.00) per month or its hourly equivalent shall be applied to all pay rates.

ARTICLE 18 – TERMINATION OF EMPLOYMENT

18.01 Termination of Employment

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

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

18.02 Employment Abandoned

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

ARTICLE 47 – PRINTING OF THE AGREEMENT

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

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

The Agreement shall be printed at the Queen's Printer and bear a recognized Union label. The Association and Employer shall agree on the size, print, colour and cover of the

Agreement prior to it being printed.

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

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

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

Deletions

Amend the collective agreement, by deleting the following:

- MOA Re: Additional Savings from Changes to Vacation Provisions
- LOA Re: Economic Stability Dividend
- LOI Re: IT Benchmark
- MOA Re: Return to Work Committee
- LOI Re: Classification – Benchmarks
- MOA Re: OHS and Violence Prevention Committee
- MOA Re: Working Group For Occupational Health and Safety Provincial Framework/Structure
- Letter from the Ministry of Health Re: OHS Working Group Funding
- MOA Re: EDMP (funding)
- MOU Re: Schedules with Work Days Greater than 7.5 Hour and Up To And Including 8 Hours per Day
- MOA Re: Recruitment and Retention Committee
- LOA Re: Joint Engagement Committee

