



# Comprehensive Report



on the tentative agreement reached between  
the **Health Science Professionals Bargaining  
Association (HSPBA)** and the **Health Employers  
Association of BC (HEABC)**

**NOVEMBER 2022**



# The union delivering modern health care



## **Territorial Acknowledgment**

**HSA respectfully acknowledges the unceded lands of approximately 198 distinct and diverse Indigenous nations on the lands colonially referred to as British Columbia. We are grateful to the traditional stewards of the lands and waters for their role in caretaking and fighting for the land from which we all benefit.**

**The “In Plain Sight” report made it clear that there is a lot of work we all need to do to become anti-racist and to create culturally safe health care and workplaces. As we endeavor towards decolonization we will want to ensure that there is an end to discrimination in the workplace and to disrupt the colonial based systems that Canadian health care was built on. This is not an easy task, and will take time, however we see hope in the changes to the collective agreement that will start to address changes needed to actualize reconciliation.**



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# The Bargaining Committee

We present to you the tentative collective agreement reached on November 2.

A year ago, HSA members covered by the Health Science Professionals Bargaining Association contract gathered online to consider over 1,000 contract proposals submitted by their colleagues, specialized health professionals like you, delivering care in worksites across BC.

Members had been working in very difficult circumstances for almost two years, through a pandemic that put unsustainable pressure on specialized health care professionals who were already struggling to keep up with demand before the onset of the COVID 19 pandemic. Your proposals for improvement to the collective agreement were reflected in common themes:

- **Recruitment:** without enough people on the multidisciplinary health care team, the crushing workload just is not sustainable.
- **Retention:** without the right conditions, we can't hang onto the people we need to deliver consistently excellent service.
- **Respect:** as specialized health care professionals, the contributions HSA members make must be understood and recognized.
- **Responsibility:** there is no health care without specialized health care professionals. HSA members do not carry that burden of responsibility lightly, and must be recognized for the role they play on the health care team.
- **Resilience:** HSA members need support for their physical and mental well-being to be able to go back shift after shift to do what they are trained to do – and passionate about doing.

For every one of our 65 days at the bargaining table, the Committee kept those guiding principles at the forefront, representing you in our collective effort to negotiate a contract that is responsive to your needs and the realities of the health care system at this difficult time.

In addition to a significant general wage increase, one which includes a cost of living adjustment clause, and a major overhaul of the classification system that sees more than half of our members increase at least one full wage grid level over the course of the three-year agreement, we worked to improve premium payments, leave provisions, workplace safety, and professional recognition.

We are pleased to report that we were able to gain improvements for our members in all these areas. And we have granted no concessions that would reverse achievements won in previous contracts.

We started bargaining in March, and spent the spring and summer meeting virtually as a caucus and “across the table” with employers.

In late October, we switched to in-person meetings, conducting sessions all day, and often into the night, until we came to a tentative agreement that we believed would satisfy the membership.

In addition to HSA, health science professionals were represented at the bargaining table by representatives from BC General Employees Union (BCGEU), Canadian Union of Public Employees (CUPE), Professional Employees Union (PEA), and Hospital Employees Union (HEU). We’d like to extend our thanks to them for their strong advocacy on behalf of their members, and their commitment to achieving this important agreement.

We’d also like to express our appreciation to the staff team supporting lead negotiator Jeanne Meyers, with critical contributions from labour relations specialist Norah Miner, classifications specialist Derek Wong, occupational health and safety specialists David Durning and Mike Wisla, equity diversity and inclusion specialist Heather Williams, and others. Special thanks to Rosemary DeYagher and Nicole Bishop for their work in keeping the committee organized and connected through the months of online meetings.

The staff’s commitment to the members, their understanding of the collective agreement, and their ability to negotiate improvements that make a real difference for members of the health care team in hospitals and communities around the province is second to none.

Your bargaining committee,

- Janice Morrison, co-chair, Region 9 Regional Director and physiotherapist at Kootenay Lake Hospital. \*
- Jing-Yi Ng, co-chair, Region 3 Regional Director and clinical pharmacist at Eagle Ridge Hospital.
- Sapan Behar, registered respiratory therapist, Royal Columbian Hospital (Fraser Health Authority)
- Samantha Carroll, physiotherapist, Royal Jubilee Hospital (Island Health Authority) \*\*
- Cheryl Greenhalgh, medical radiography technologist, Royal Columbian Hospital (Vancouver Coastal Health Authority)
- Jennifer Hiscock, registered respiratory therapist, University Hospital of Northern BC (Northern Health Authority)
- Candis Johnson, supported child development consultant, Child Development Centre of Prince George (Affiliate employers)
- Kathleen Lee, dietitian, St. Paul’s Hospital (Providence Health Care)
- Allen Peters, medical imaging technologist, Nicola Valley Hospital (Interior Health Authority)
- Kieran Shoker, clinical pharmacist, BC Cancer Agency – Prince George (Provincial Health Services Authority)

\*Mandi Ayers, HSA Vice President 2022-2023, and medical laboratory technologist at Haida Gwaii Hospital served as alternate in October

\*\*Unable to serve on the committee after summer of 2022

A MESSAGE FROM

# The Board of Directors

On behalf of the HSA Board of Directors, I am pleased to provide this comprehensive report detailing the terms and conditions of the 2022-2025 Health Science Professionals Bargaining Association (HSPBA) collective agreement, reached Wednesday, November 2, 2022.

HSA's Board of Directors was briefed on the details at a special meeting November 3, and voted to recommend ratification of the package by HSA members.

Under the terms of the proposed agreement, every single HSA health science professional will be receiving a general wage increase under the government's mandate included in all public sector negotiations in BC, which provides for wage increases ranging from approximately 12 to 14 per cent over the three years of the contract. The general wage increase is retroactive, so once the collective agreement is ratified, you will receive retroactive payment back to April 1 of this year.

Unlike some of the contracts we have seen over the past 20 years, there are no concessions in this agreement. The government came to the table motivated to address a struggling health care system.

HSA went to the bargaining table with strong direction from our members to address wages that have fallen behind their colleagues across the country, to seek meaningful recruitment and retention strategies to support specialized health care professionals working under crushing workloads, and to gain respect for the critical contributions of specialized health care professionals on the health care team.

Let me be clear. When HSA members set their priorities for bargaining this time around, it was more than the usual plan for negotiations. It was the sounding of an alarm.

You have been coping with the dual health crises of the COVID 19 pandemic and the poisoned drug supply while facing cost of living increases, difficult for so long and now suddenly sharply worse. All of which has been compounded by the experiences of racism and other forms of oppression heightened by the pandemic and the opioid crisis, seen in the impact that it has had on you and the patients and clients you work with. Those factors were all adding up to a crisis in our workforce. An unsustainable situation that had to be addressed.





**I invite you to read through the details of the collective agreement presented here, join any one of our telephone town hall meetings, contact us at 604-517-0994 or 1-800-663-2017, and check for updated information on the union website.**

**This tentative collective agreement is a good deal for HSA's specialized health care professionals.**

**Your bargaining committee and your Board of Directors recommends you vote yes to accept the terms and conditions of the proposed agreement.**

This report outlines in detail the features of the collective agreement achieved by your negotiating team, and includes the specific contract language signed off by the union and employer.

We have also developed an online wage calculator. The improvements in this agreement, which combine a general wage increase of approximately 12 to 14 per cent over three years and significant modernization of the classification system determining individual wages, will look different for every member. The wage calculator will allow every member to quickly see what it means for their own situation.

But this collective agreement is not just about wages. It is also about improving your working conditions at this difficult time of crisis and change. This agreement delivers important improvements to occupational health and safety, building culturally safe workplaces and spaces of care for clients and patients, and new recognition of the expenses health science professionals take on to guarantee lifelong learning and maintenance of professional standards.

Features of the proposed agreement include:

- an overhaul of an outdated job classification system to better recognize the complexity and scope of the work of HSA members on the specialized health care team
- scheduling and leave enhancements to improve work-life balance
- provisions to address the recruitment and retention crisis
- changes addressing occupational health and safety issues ranging from workers' mental health, unsafe workloads, improved infection control standards, access to personal protective equipment and violence prevention

- action on recommendations from the *In Plain Sight* report on the experience of Indigenous workers, patients, and clients in the health care system which work toward reconciliation and culturally safe health care.
- actions aimed at improved inclusion of communities that experience marginalization within the health care workforce
- improvements to continuing education and recognition of professional status.

If you're an HSA member and aren't receiving emails from the union, I urge you to go to our website at [hsabc.org](http://hsabc.org), and update your contact information.

We are providing information by email, and online on our website, and are planning a number of telephone town hall and in-person meetings to present the contract in detail and to answer any questions you may have.

Every HSA member covered by this collective agreement has an opportunity to vote on the agreement.

Voting will be online from December 14 to 21. Every member is entitled to vote, but to send you a ballot, we need to have your personal email on file. If you are not receiving union email, please be sure to update your contact information at [www.hsabc.org/update](http://www.hsabc.org/update)

Kane Tse,  
President

A MESSAGE FROM

# The Lead Negotiator

When your bargaining team went into negotiations in March of this year, we carried with us many priorities.

These were set by the membership, and they were woven together with the experiences of our members with a number of issues in the previous collective agreement, and a strong sense of responsibility to actively find ways to right the wrongs ingrained in a historic employment relationship. Through historical ongoing colonial practices, Indigenous Peoples' involvement in the health care system has been limited and has additionally failed to adapt quickly enough to the realities of shifting cultures in our changing society.

The union came to the table with that ambitious agenda and, refreshingly, the employer and government came to the table with broad principles aligned to the same goals.

Indigenous-specific anti-racism features prominently in the proposed collective agreement. A forum for health authority Indigenous leaders, representatives of the Health Employers Association of BC (HEABC), and of the unions, has been established to address the ongoing harms of colonialism and systemic racism against Indigenous people highlighted in the 2020 *In Plain Sight* report.

This forum, led by the BC Ministry of Health, will work to address a range of initiatives, including recruitment and retention of Indigenous employees, developing anti-racism, cultural safety and trauma-informed standards, policy, tools, and resources for BC health care organizations.

In addition to the Indigenous specific anti-racism focus, HSPBA was successful in negotiating a ground-breaking memorandum of understanding to explore alternatives to the Christian/colonial focus on statutory holidays in the public sector – with a pilot project to be conducted at three worksites across the province that looks at developing policy and practice sensitive to the many cultures and faiths represented in the health care workforce. Additionally there is recognition of gender diversity and gender-affirming care provided in the proposed collective agreement.

I want to give special thanks to HSA's Director of Equity, Diversity, and Inclusion, Heather Williams, who kept our committee focused and grounded on this aspect of our responsibilities at the table, and for her strong influence in keeping the complexity and nuance of addressing equity and decolonization in the spotlight throughout the long months of negotiations.



The mandate you, HSA members, gave your negotiating team was to negotiate a contract that addresses the increasing costs of living, reduces unsustainable workloads, recognizes the value of health science professionals on the multidisciplinary health care team, and asserts your right to a safe and healthy workplace.

On addressing the rising cost of living, the proposed agreement includes the same general wage increase and cost of living increase provided under the government's wage mandate for all public sector workers. In addition, an overhaul of the job classification system adjusts wages to better reflect the value of our members' work, and new, as well as improved, shift and on-call premiums provide better compensation to members.

These improvements, coupled with a commitment through the government's recently-released Health Human Resources Strategy and creation of a Joint Provincial Health Human Resources Coordination Centre to guarantee participation by unions in development of recruitment and retention strategies, along with a health science professionals specific recruitment and retention working group, establish a clear and accountable path to concrete action on a human resources challenge that is recognized by all parties to have reached crisis proportions.

In the area of occupational health and safety, the proposed agreement includes important provisions that serve to hold employers accountable to ensuring a safe and healthy workplace for our members.

For the past several years, the dual health emergencies of the COVID 19 pandemic and the poison drug supply in BC have exacerbated the crushing workloads you experience regularly. The impact on our members – and on society in general – has included a documented deterioration of mental health. The occupational health and safety improvements achieved in the proposed agreement focus on addressing psychological health and safety, as well as protection of physical safety and health, with a focus on employer responsibility and accountability.

A continuing financial commitment to SWITCH BC – the agency established to promote and support occupational health and safety in public sector health care workplaces – ensures the important initiatives addressing violence prevention and improvements to physical and psychological health and safety have the resources to be developed and delivered effectively.

The agreement features a number of improvements related to leave and employment rights. Importantly, it recognizes the value of the work of your peers at the workplace who represent you in protecting and defending your collective agreement rights – your HSA steward teams.

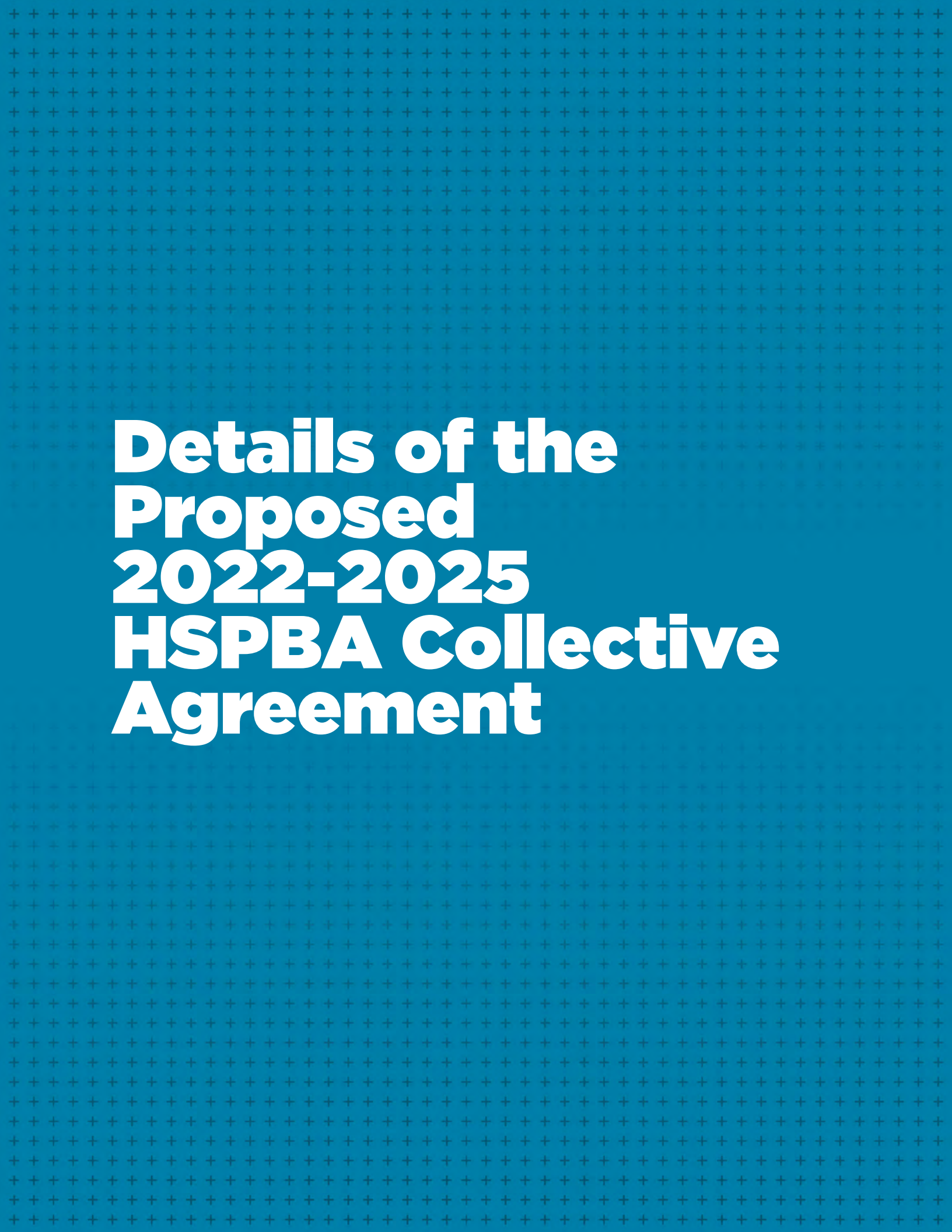
The agreement doubles the number of paid stewards to ten across the province, over the term of the collective agreement, who will be available on a full-time basis to represent members in your dealings with management. The objective of paid steward time (paid at the employee's wage rate in their regular position) is to address workplace issues expeditiously when possible, including improving steward availability when you need union representation in the workplace.

This is a very cursory overview of the proposed tentative agreement being recommended to you by your Bargaining Committee and the union's Board of Directors. I encourage you to spend some time reading through and learning about the collective agreement and what it means for you and your colleagues.

The union is scheduling a series of telephone town hall meetings, as well as in-person meetings, to review the details of the agreement and answer questions you may have about it. Please make an effort to join any meeting to learn more about how this agreement makes a difference for you as a valued and critical member of the health care team.

In solidarity, and hay ce:p 'qə

Jeanne Meyers,  
Lead Negotiator



**Details of the  
Proposed  
2022-2025  
HSPBA Collective  
Agreement**



# Wages and Premiums



# Wages and Premiums

PAGES 39-52

The top priority for HSPBA heading into bargaining was achieving meaningful wage increases for health science professionals.

Combined with the general wage increase and Cost Of Living Adjustments (COLA), new premiums for short-notice and weekend shifts, increased premiums for on-call, weekends, and working in forensics settings, and changes to the classification system, all members will see a minimum general wage increase of approximately 12 to 14 per cent over the life of the collective agreement, including retroactive payment of the general wage increase back to April 1, 2022.

These improvements return most health science professionals in BC to very competitive wages across the country and will have a significant impact on recruitment and retention challenges.

To see how the wage increases affect you, [visit our wage calculator at www.hsabc.org](http://www.hsabc.org).

## Wages

PAGE 44

Wage increases follow the government mandate which, with cost of living adjustment included, means a general wage increase (GWI) for everyone covered by the collective agreement of approximately 12 to 14 per cent by April 1, 2024

The wage increases are retroactive to April 1, 2022.

- Year 1: April 1, 2022: Increase rates of pay by an average of 3.83%
  - The average increase of 3.83% consists of a \$0.25 per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.
- Year 2: April 1, 2023: Increase rates of pay by 5.5%
  - An additional GWI of up to 1.25% in accordance with the Cost of Living Adjustment (COLA) MOA.
- Year 3: April 1, 2024: Increase rates of pay by 2%.
  - An additional GWI of up to 1% in accordance with the Cost of Living Adjustment (COLA) MOA.
  - Note: Average increase information is an approximation based on data currently available.

# Cost of Living Adjustment

## PAGE 45

The COLA in Year 2 and Year 3 will be triggered if inflation exceeds the General Wage Increase (GWI) in each of these years.

The COLA cannot 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. The GWI in Year 2 would still be 5.5%.

The three scenarios for Year 2:

- If inflation is not above 5.5% the COLA is not triggered and the GWI will be 5.5%.
- If inflation is above 5.5% but less than 6.75% in Year 2, the Adjusted GWI would be equal to the rate of inflation.
- If inflation is at 6.75% or higher in Year 2, the adjusted GWI would be 5.5% plus the additional maximum COLA of 1.25% for an Adjusted GWI of 6.75%.

Inflation will be calculated using the annualized average B.C. Consumer Price Index (AABC CPI). The period used to calculate this average is March to February prior to the applicable April general wage increase.

The individual monthly CPI is added together over the 12-month period and then divided by 12 to determine the average. This figure is then compared with the average for the same period for the previous year. The result is the annualized average B.C. Consumer Price Index (AABC CPI).

AABC CPI 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 for MLA salaries.

Using this averaging, the AABC CPI for the period of March 2021 to February 2022 was 3.4%.

If the AABC CPI for the period of March 2022 to February 2023 exceeds 5.5% then the 2023 COLA is triggered.

If the AABC CPI for the period of March 2023 to February 2024 exceeds 2% then the 2024 COLA is triggered.

For information, the most recently reported AABC CPI (September 2022) was 6 per cent.



# Premiums

PAGES 46-47

\*new - A short notice premium of \$2.00 per hour applies when employees are offered and accept a straight-time shift within twenty-four (24) hours of the start of the shift.

\*new - A super shift premium of \$1.00 per hour applies for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.

The weekend shift premium is increased to \$2.30 per hour from \$2 per hour.

## On-Call Premium

The on-call premium is increased to \$5.95 per hour from \$4.25 per hour.

## Forensic Premium

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

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

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

# Classifications

PAGES 48-52

A major feature of the proposed collective agreement is the modernization of the job classification system, which will see a three-year phase-in of an improved classification system that will see all health science professions classified in the same manner and that better reflects the scope of practice and increased complexity of the work of health science professionals.

For almost 60 per cent of members who are currently classified at the staff or Grade 1 level, this will mean immediate wage rate improvement toward the Sole Charge or Grade 2 level. Over the course of the collective agreement, this amounts to an additional wage increase of at least 3.8 per cent for those members.

In addition, respiratory therapists, radiation therapists, environmental health officers, and public health inspectors will see a further wage grid lift effective April 1, 2023, while anaesthesia assistant trainees will see a 2-grid lift.

The Classification Redesign Completion and Implementation Committee (CRCIC) will continue to work on modernizing and simplifying the classification system, which will result in the new profile-based classification system being phased in during the third year of the collective agreement applicable to all positions in the health science professions.

Other classifications changes include:

- Increased retroactivity for Qualified not Registered employees
- Increased service credit for hospital pharmacy residency program graduates
- Deleting unnecessary references to dual qualifications.

To see how the classification changes combined with the wage increases affect you, [see the wage calculator at www.hsabc.org](http://www.hsabc.org).

# Education and Professional Fees



# Education and Professional Fees

PAGES 53-55

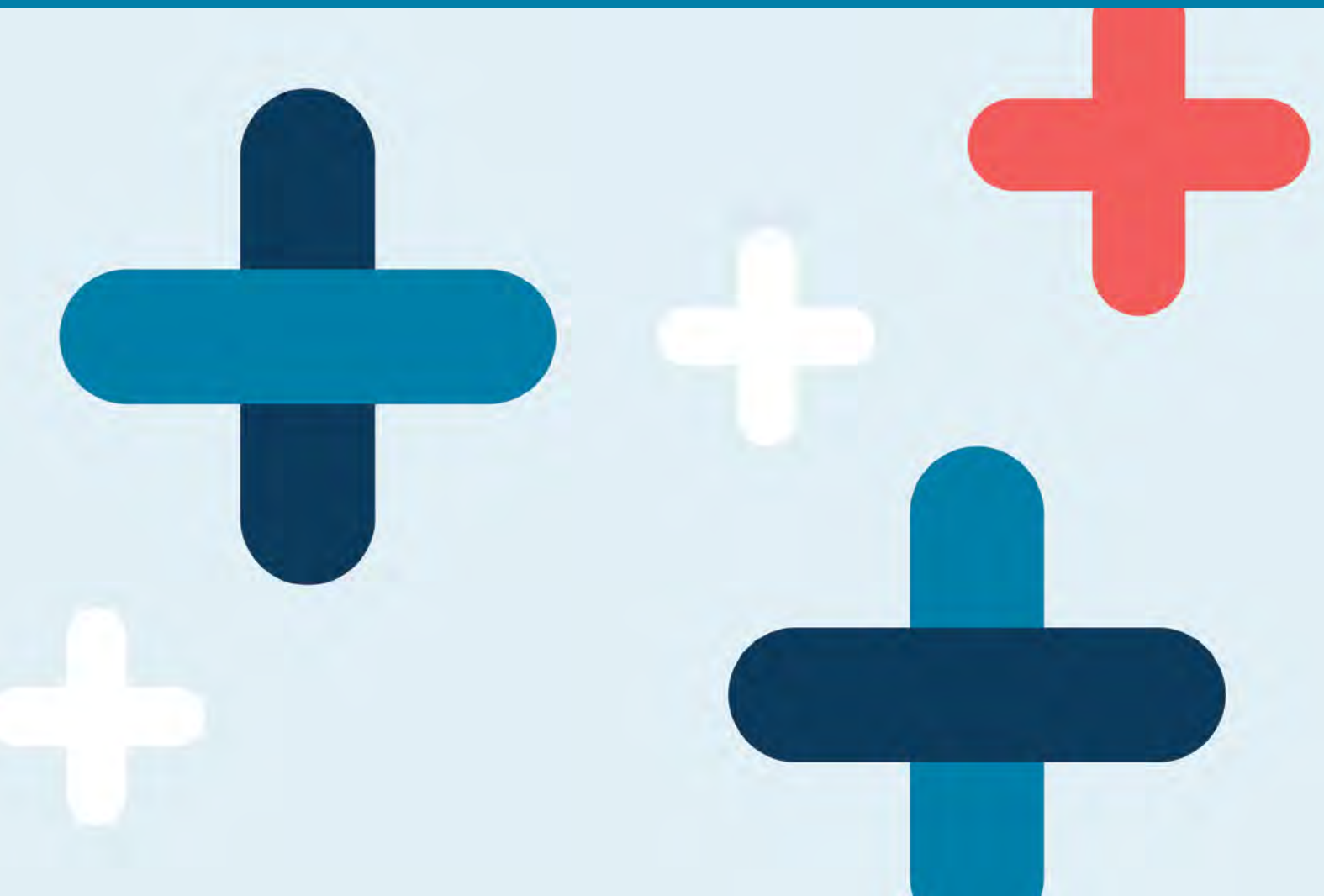
Continuing professional development is important to health science professionals, and in the tentative collective agreement, we see two significant improvements.

- The annual education expense is increased from \$600 to \$1,000.
- New to health science professionals is a one-time \$3.5-million fund to support members' affiliation to professional bodies. This is in addition to Appendix 28 of the HSPBA collective agreement that requires employers to pay the fees associated with membership in professional bodies if the employer deems membership to be mandatory.
- HSPBA will determine the guidelines for eligibility for partial reimbursement of membership fees, and is responsible for administration of the fund.

In addition, where the employer requires an employee to undergo a criminal record check, the employee is no longer responsible for the associated fees. The employer will bear the full cost.



# Recruitment and Retention



# Recruitment and Retention

PAGES 56-61

Shortages in the health science professions province-wide have challenged our health care system for more than two decades, and were exacerbated and exposed in the past three years throughout the pandemic. The proposed agreement tackles many of the issues through wage and classification adjustments, and continuation of strategic and action-oriented memoranda of agreement.

- MOA - Provincial Recruitment and Retention, which focuses on developing and implementing strategies focused on training and recruitment of health science professionals.
- MOA - Health Sciences Strategic Relations Committees, which focus on local level issues that impact health science professions, and recruitment and retention strategies at the local health authority level.
- MOA - Joint Provincial Health Human Resources Coordination Centre (PHHRCC) - Bargaining Association Consultation Forum, an industry-wide government-led consultation with health care unions focused on implementation of the Provincial Health Human Resource Strategy.

# Work-Life Balance



# Work-Life Balance

PAGES 62-72

A number of measures aimed at supporting members to improve work-life balance have been negotiated. Flexibility in scheduling is key for members who need peace of mind when extraordinary and unplanned circumstances arise. As essential members of a team working in a strained health care system, the pressures of work often impact members' lives away from work, and the bargaining committee looked for ways to increase flexibility.

## Leaves

PAGES 63-70

Under the proposed tentative agreement, vacation scheduling is changed to allow regular employees to hold back a week of scheduling vacation to August 1, allowing employees to allocate some vacation days on short notice. Vacation requests for the held-back days must be made by August 1, and may be rescheduled. Approvals for rescheduling may not be unreasonably denied.

- A new special leave provision is added. Domestic emergency leave of 7.5 hours at any one time may be taken to address a serious household or domestic emergency that requires an employee's immediate attention.
- Approval for travel as part of bereavement leave is no longer subject to the employer's discretion.
- The Truth and Reconciliation Day, sick, and domestic and sexual violence leave provisions have been amended to reflect legislative provisions under the Employment Standards Act – ensuring that casual and part time employees are eligible for the legislated entitlements.
- In addition, outside of the structured disability management process already in place, when an employer demands a doctor's note, the employer must pay 50 per cent of the cost of the note. This provision is meant as a deterrent to unnecessary and unreasonable employer demands for a doctor's note to support sick leave.
- For long service employees, an additional day of vacation is added after 30 years of service.
- Employees are entitled to use all accrued banks of paid leave before moving onto unpaid leave of absence due to sickness in excess of their available sick time, and language is amended to address service-based benefit accruals for employees on a WCB claim.
- The collective agreement is amended to properly recognize part-time and casual employees leave accruals.



## **Shift-Swapping**

**PAGE 71**

For employees seeking to swap shifts occasionally to tend to personal matters, or to gain exposure to different worksites, the proposed agreement includes expanding shift-swapping to different worksites covered by the same employer.

## **Portability of Benefits**

**PAGE 72**

The collective agreement is improved for employees who transfer from another bargaining unit to the HSPBA bargaining unit from the same employer by recognizing previous experience.

## **Temporary Assignments**

**PAGE 72**

Temporary assignments may exceed the current four months if mutually agreed to by the employee and employer.



# **Occupational Health and Safety**



# Occupational Health and Safety

PAGES 73-83

The importance of a strong commitment to occupational health and safety, and the need for practices and procedures to ensure workers know their rights and have avenues to ensure the workplace is a safe one – physically and psychologically – was underlined through the COVID-19 pandemic. From the outset of the pandemic, access to appropriate personal protective equipment was a priority for all workers. Confusion about procedures, disagreement about best practices, and the deteriorating mental health of patients, clients, and staff contributed to heightened awareness of the challenges health care workers face in the workplace.

The tentative agreement builds on work started in the 2019 to 2022 collective agreement which led to the creation of SWITCH BC - the organization focused on the health, safety, and well being of BC's health care workers. SWITCH stands for Safety, Wellbeing, Innovation, Training, and Collaboration in Healthcare. The Ministry of Health has committed to continuing to provide \$250,000 each year for HSPBA to support SWITCH-BC to develop and provide resources aimed at addressing occupational health and safety among HSPBA employees.

A significant enhancement to the promotion of occupational health and safety in the proposed agreement is new contract language specifically focused on supporting psychologically healthy and safe workplaces, including a requirement for the employer to consult with the union and Joint Occupational Health and Safety in identifying psychological hazards and developing plans to control risks due to psychological hazards. The work will be guided by the Canadian Standards Association (CSA) Psychological Health and Safety Standard.

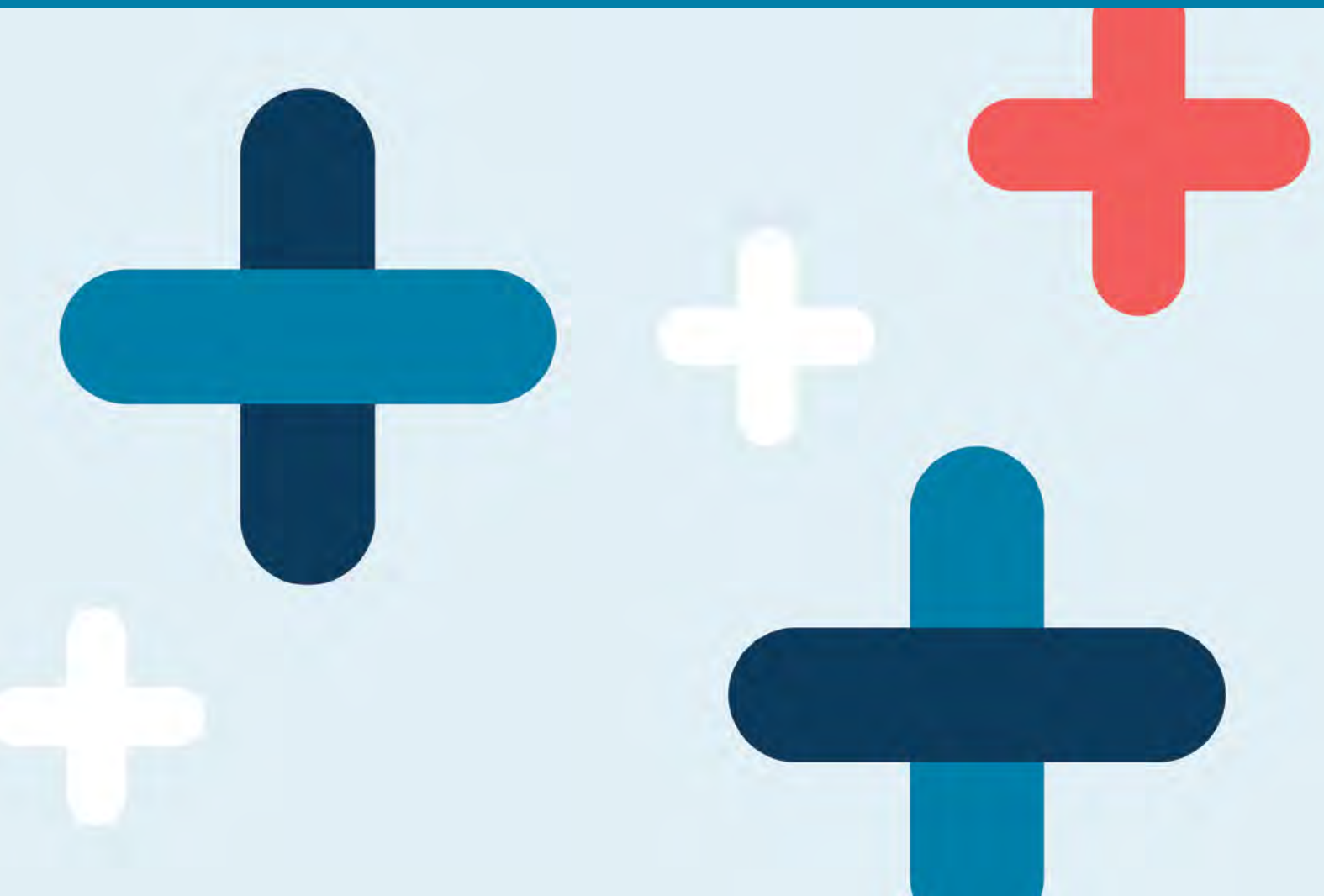
In the proposed collective agreement, workload is recognized as an OHS issue, and immediate supervisors have an obligation to address safety concerns related to workload.

Other features of the improvements to occupational health and safety issues include:

- A requirement for the employer to provide information about patients/clients/residents with a history or potential for aggressive or violent behaviour to staff who may encounter them in the course of their work. In addition, threats against a worker or their family will be treated as serious matters, and when reported to the employer, must be investigated.
- OHS supervisory training to employees who supervise staff will be developed in consultation with the union.
- Critical incident stress defusing for employees who have suffered a work-related trauma.
- Development and implementation of biological exposure control plans based on the precautionary principle, including training on the precautionary principle.
- Updated violence prevention training that includes a trauma-informed lens (to be developed by SWITCH-BC.)
- Improved language related to respectful workplaces and investigations of harassment or bullying.
- Identification and mitigation of factors that may expose workers to a risk of musculoskeletal injury (MSI)
- Establishment of a Pandemic Information Sharing Forum on Occupational Health and Safety in the event of a public health emergency declaration.



# Indigenous Specific Anti-Racism



# Indigenous Specific Anti-Racism

PAGES 84-89

Indigenous specific anti-racism is an important priority for the provincial government, and a required element under its public sector negotiations mandate. HSPBA welcomed the mandate, and brought to the table its own direction from members to ensure that the new collective agreement acknowledges historic and systemic colonial and cultural biases, and take concrete steps to address them meaningfully.

The Indigenous Specific Anti-Racism Committee agreed to under the tentative agreement is a public health sector-wide forum led by the Indigenous Health branch of the Ministry of Health and its mandate is for all parties to work together to address the ongoing harms of colonialism and racism face by Indigenous patients, clients, residents, service users, health care staff and providers.

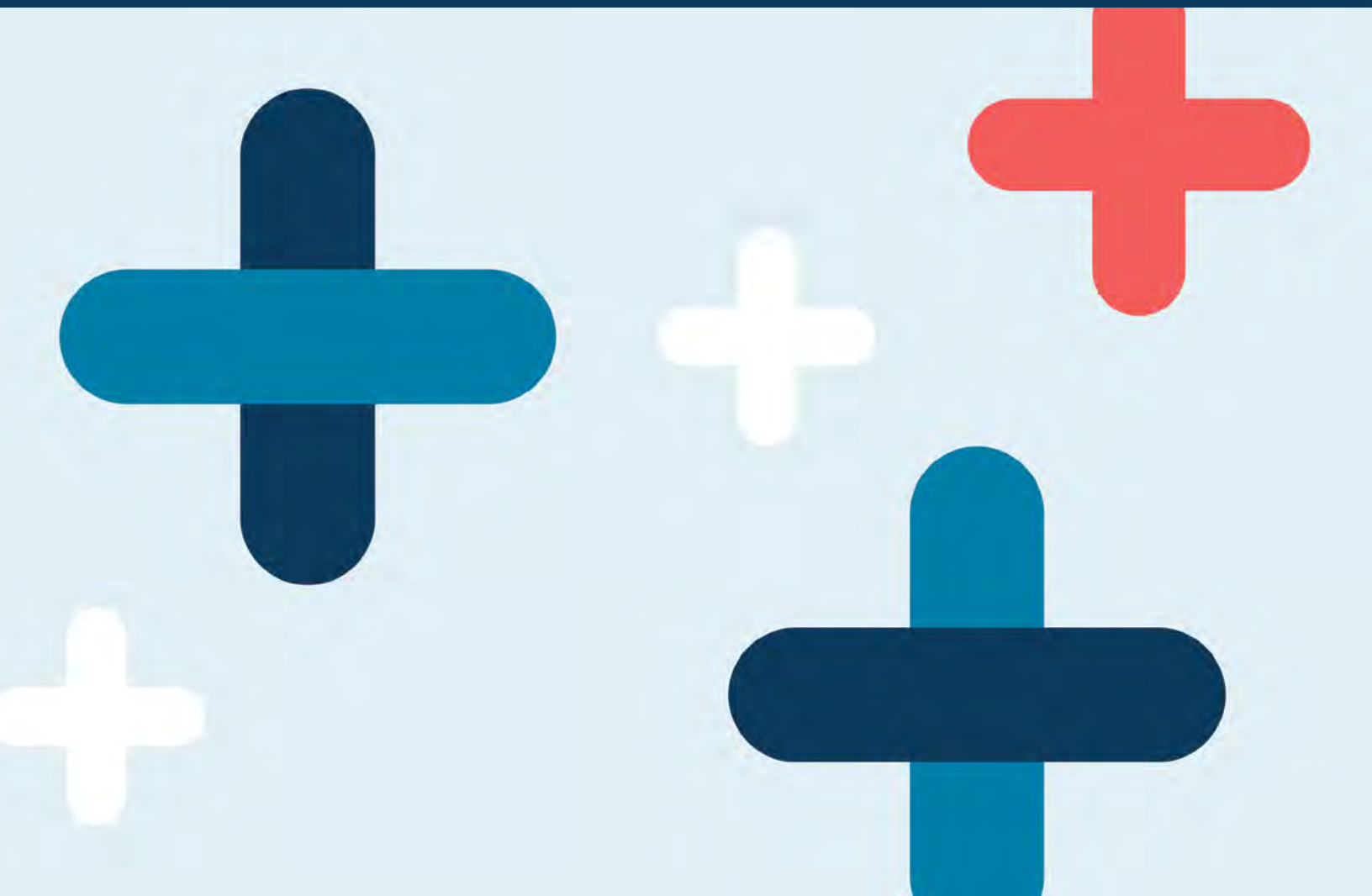
The tentative agreement recognizes the historic failure to recognize the spiritual and cultural practices of Indigenous peoples by providing for five leave days annually for Indigenous employees to practice, develop, and teach important spiritual and religious traditions, customs, and ceremonies.

In addition, for Indigenous employees, the definition of family for the purposes of bereavement leave is expanded to include Indigenous elders or any individual an Indigenous employee considers family.

Other indigenous specific anti-racism initiatives under the tentative agreement include:

- Memorandum of Agreement to address recruitment and retention of Indigenous workers.
- Significant acknowledgement in the contract's statement of purpose of the pervasive and ongoing harms of colonialism faced by Indigenous peoples.
- Inclusion of Indigenous governing entities under the leave provisions that allow employees who seek or take elected office to take leave from their jobs.
- Replacement of the term "Chief" with "Lead" (eg Chief Health Science Professional).

# Equity, Diversity, and Inclusion



# Equity, Diversity, and Inclusion

PAGES 90-95

Both parties went to the bargaining table with strong mandates to address equity, diversity, and inclusion in the collective agreement.

As revealed by HSA's 2020 workplace racism survey, staff, patients, and clients experience racism in health care. Members' accounts spoke to the urgent need to organize in the face of racial justice, and the need for the union to take concrete steps forward in an era where racist behaviours and systemic racism continue to be prevalent in our society.

The tentative agreement establishes a provincial Diversity, Equity, and Inclusion Working Group to be focused on the advancement of diversity, equity, and inclusion in health care workplaces. The work of the committee will include collection of data to inform the work, and development of a plan to improve equity, diversity, and inclusion in health care workplaces.

An unprecedented feature of the tentative agreement aimed at tackling cultural inequity is the establishment of a working group to develop a pilot project that will assess resources and other commitments needed to allow employees of diverse faith or cultural backgrounds to exchange recognized holidays, which are centred around Christian and/or colonial holidays, for days of significance to them. The pilot project, to begin in January 2024, will operate in at least three worksites: one large, one small, and one affiliate or community site.

Concrete steps to acknowledge and respect gender diversity and inclusion also feature in the proposed agreement, with a multi-pronged memorandum of agreement that addresses creating workplaces inclusive of gender diversity through policies and actions, including development of gender-affirming support plans, correcting personal information such as name and gender changes, addressing acts of discrimination including deadnaming, misgendering, and doxxing, and access to safe bathrooms and changerooms.

In addition, the tentative agreement includes up to eight weeks of paid leave for gender-affirming medical procedures and revisions, and commits to requesting the Joint Health Science Benefits Trust, which is responsible for health benefits, to determine gaps in gender affirming care and to amend the plan as needed.



# Enhanced Union Representation



# Enhanced Union Representation

PAGES 96-101

Effective representation of union members is critical to solving workplace issues governed by collective agreement rights. Under the tentative agreement, employer-paid union steward positions have been included in the collective agreement, increasing the complement of paid stewards from 5.3 FTE to 11.5 FTE, with the union to determine where the FTEs will be allocated. 1 FTE is dedicated to constituent unions other than HSA covered by the HSPBA agreement.

The Dispute and Arbitration Redesign Committee focused on revising the grievance and arbitration system to resolve differences in a timely manner, and the Expedited Dispute Resolution process established in the previous collective agreement to address issues related to short-term union leave to allow employees to participate in union activities continue.

The period of time that a letter of expectation remains on an employee's file is reduced from 36 to 18 months.

# Housekeeping/ Miscellaneous



# Housekeeping/ Miscellaneous

PAGES 102-107

Changes to the collective agreement to modernize language, address workplace name changes and grammatical corrections, and delete obsolete provisions.



# Terms of Settlement

- Items underlined are changes to the collective agreement
- Struck-through items are deletions from the collective agreement
- New Memoranda of Agreement are marked "NEW"

# **Terms of Settlement: Wages and Premiums**



## Renewal of the 2019-2022 Health Science Professionals Bargaining Association (HSPBA)

### Collective Agreement TENTATIVE AGREEMENT

Between  
Health Science Professionals Bargaining Association (HSPBA)  
And  
Health Employers Association of British Columbia (HEABC)

#### Introduction:

HSPBA and HEABC agree that the following terms constitute a tentative agreement for renewal of the collective agreement scheduled to expire on March 31, 2022, and are subject to ratification by HSPBA and HEABC.

The Parties agree to unreservedly recommend acceptance and ratification of this Tentative Agreement to their respective principals.

#### Term

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

#### Wages

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

- The average increase of 3.83% consists of a \$0.25 per hour increase and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.

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

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

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

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

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

#### Cost of Living Adjustment - "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%.

### **Classification System**

The parties agree to implement the HSPBA Revised Classification System during the term of the 2022-2025 collective agreement. Please see Appendix 21.2.

### **Shift Premiums**

A short notice premium of \$2.00 per hour applies when employees are offered and accept a straight-time shift within twenty-four (24) hours of the start of the shift.

A super shift premium of \$1.00 per hour applies for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.

The weekend shift premium is increased to \$2.30 per hour.

### **On-Call Premium**

The on-call premium is increased to \$5.95 per hour.

### **Forensic Premium**

The parties agree to apply a premium to the straight time hourly rate for employees who work at forensic psychiatric units. Please see MOA re. Forensic Psychiatric Premium.

### **Ceremonial Cultural Spiritual and Bereavement Leave**

The parties agree to expand the definition of "family" for purposes of allowing Indigenous employees to access bereavement leave, and new provisions to allow for Indigenous employees to attend spiritual ceremonial and cultural events.

### **Gender-Affirming Medical Care Leave**

The parties agree to grant up to eight weeks of paid leave for employees to access gender affirming medical care.

### **Education Expense Reimbursement**

The parties agree to increase the amount of expense reimbursement for education leave to \$1,000.

### **Annual Vacation Entitlement**

The parties agree to provide an additional day (7.5 hours) of vacation accrual for employees who reach thirty years of service.

### **Criminal Record Check**

The Employer agrees to cover the renewal costs of criminal record checks for employees.



### **Special Leave - Household and Domestic Emergency**

The parties agree to provide for one day of paid leave (7.5 hours) for household or domestic emergencies.

### **Union Stewards and Records**

The parties agree to provide a fund to increase steward FTE by an additional 6.2 for the term of the collective agreement.

### **Professional Bodies Fees Fund**

The parties agree to provide a one-time fund during years one and two to be administered by HSPBA to partially reimburse fees for membership in professional bodies.

### **Other Greensheets:**

- a) App. 18 - Dispute and Arbitration Redesign Committee
- b) App. 18.1 - Expedited Dispute Resolution Process for Short Term Union Leave
- c) App. 25 - MOU re. Multi Employer Steward
- d) App. 28.1 - Professional Bodies Fee Fund
- e) App. 40 - Working Group on Workload
- f) Art. 2 - Purpose of Agreement
- g) Art 3.03 - Benefit Entitlement - Vacation and Statutory Holidays
- h) Art. 5 - Union Recognition, Rights, and Security
- i) Art. 3.03 - Casual Employees
- j) Art. 8.0 I - Arbitration Principles (housekeeping)
- k) Art. I 0.08 - Promotion, Demotion, Transfer or Lay-Off - Temporary Assignment
- l) Art. I 5 - Bereavement Leave
- m) Art. 17 - Education
- n) Art. 19.0 I - Leave - Sick (Accumulation)
- o) Art. 19.04 - Proof of Sickness
- p) Art. 19.06 - Expiration of Credits
- q) Art. 19.14 - Leave - Workers' Compensation
- r) Art 20.02 - Leave - Special
- s) Art. 20B - Domestic and Sexual Violence Leave
- t) Art. 21.0 I - Leave - Statutory Holidays
- u) Art. 22.05 - Leave - Unpaid
- v) Art 23.07 - Annual Vacation Entitlement
- w) Art 23.09 - Vacation Scheduled According to Seniority (Holdback)
- x) Art. 27.03 - Shift Work- Voluntary Shift Exchange
- y) Art. 29.05 - Transfer from Another Unit - Same Employer
- z) Art. 37.02 - Isolation Allowance (housekeeping)
- aa) Art. 37.07 - Criminal Record Check
- bb) Art. 38.0 I - Safety and Occupational Health
- cc) Art. 38.02 - Joint Occupational Health and Safety
- dd) Art. 38.03 - Employee Safety

- ee) Art. 38.04(a)&(b) - Aggressive and/or Violent Behavior of Patients/Residents/Clients
- ff) Art 38.05 - Workload Dialogue
- gg) Art. 38.0x - Ergonomics
- hh) Art. 38.0x - Critical Incident Stress Defusing
- ii) Art. 38.0x - Supervisor OHS Training
- ii) Art. 38.0x - Psychological Health and Safety
- kk) Art. 39 - Respectful Workplace
- ll) Art. 40.05 - Letter of Expectation
- mm) Art. XX - Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees
- nn) Attachment A- Worksites (housekeeping)
- oo) MOA - Gender Diversity and Inclusion
- pp) Housekeeping - various provisions, including amending language to reflect hours of work change made in September 2013, Article 8, and ISAR terminology
- qq) MOU - Health Sciences Strategic Relations Committee
- rr) MOA re. Recruitment and Retention of Indigenous Workers
- ss) MOA re. Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare (ISAR)
- tt) MOA re. Diversity, Equity and Inclusion Working Group
- uu) MOA re. Pandemic Information Sharing
- vv) MOA re: Provincial Occupational Health and Safety (SWITCH)
- ww) MOA re. Provincial ISAR Committee
- xx) MOA re. Joint Provincial Health Human Resources Coordination Centre (PHHRCC)
- yy) MOA re. Provincial Recruitment and Retention
- zz) MOA re. Days of Cultural or Religious Significance Pilot Project Working Group
- aaa) MOA Recruitment and Retention of Indigenous Workers
- bbb) MOA - Provincial Recruitment and Retention
- ccc) MOA re. Dual Qualifications
- ddd) MOA re. Qualified Not Registered
- eee) MOA re. Hospital Pharmacy Residency Program Note
- fff) MOA re. Paramedical to HSP (housekeeping)

Upon the execution of this agreement, the Parties agree to withdraw on a without prejudice basis any remaining proposals or counter-proposals not addressed in this Agreement, or otherwise agreed.

Agreed to this 2nd day of November 2022.

**MEMORANDUM OF AGREEMENT**  
**Re: Public Sector General Wage Increases**

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this MOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Memorandum of Agreement (MOA) is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:

a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the Collective Agreement; or

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

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

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent Collective Agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.

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

**MEMORANDUM OF AGREEMENT**  
**NEW Re: Cost of Living Adjustment**

Definitions

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

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

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

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

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

COLA

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

April 2023

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



## ARTICLE 27 - SHIFT WORK

### 27.01 Shift Premium

The evening shift premium shall be 70¢ per hour.

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

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

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

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

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

### 27.0X Super Shift Premium

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

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

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

### 27.0X Short Notice Premium

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

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

### 28.01 On-Call Premium

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

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

### NEW Memorandum of Agreement Re: Forensic Psychiatric Hospital Premium

#### Whereas:

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

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

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

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

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

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

## APPENDIX 21.2 – MEMORANDUM OF AGREEMENT

### Re: HSPBA Classification Redesign Completion and Implementation

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

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

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

WHEREAS the parties are bound by the fiscal mandate; THEREFORE, THE PARTIES AGREE THAT:

1. The Classification Redesign Completion and Implementation Committee (CRCIC) will complete the new profile-based classification system no later than June 30th, 2023. Provisions of the new profile-based classification system previously agreed to or decided by Mr. Kinzie shall not be revised unless agreed to by the CRCIC.

2. The new profile-based classification system will include:

(a) A completed Classification Manual and Maintenance Agreement;

(i) Up to date professional groupings;

(ii) Agreed language covering all items that had not been finalized by the Classification Redesign Committee process of the previous collective agreement;

(iii) Any additional considerations mutually agreed to by the CRCIC;

(b) Finalized salary structures for the advanced practice and supervisory profiles as agreed by the CRCIC.

3. At the request of either party the CRCIC may engage XXXX to assist the parties with respect to the process set out above. Should the parties reach an impasse, XXXX will provide written binding recommendations before June 1, 2023 (the parties will agree to a mediator/arbitrator as framed above).

4. The CRCIC will develop a Classification/Profile Matching Process to match existing jobs to the profiles by September 30, 2023. The Process will include HEABC and its Employer members matching existing jobs to profiles, and an expedited dispute resolution process for Unions to represent their members who believe that their position has been matched to an incorrect profile; All disputes must be resolved no later than February 29, 2024.

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

For the purposes of the calculations for P1 Salary Structure increases, the following shall apply:

**Base Salary Structure:**

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

OR

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

**Target Salary Structure:**

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

OR

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

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

**P1 Salary Structure Phase-In (to be applied after the applicable GWI)**

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

**YEAR 2 (effective the first pay period after April 1, 2023)**

1. **P1 Salary Structure Phase-In (to be applied after the applicable GWI/COLA)**



a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to salary structures that are equal to 65.52% of the difference between the Base Salary Structure and the Target Salary Structure.

b) IWMR Staff level employees assigned duties and responsibilities at the Sole Charge, Student Supervision, or Working Without General Supervision level will be paid in accordance with the Sole Charge, Student Supervision, or Working Without General Supervision salary structure for their profession, in accordance with the appropriate payroll coding up methodology.

c) Health Science Professionals classified at Grade I assigned Grade II duties and responsibilities will be paid in accordance with the Grade II salary structure for their profession, in accordance with the appropriate payroll coding up methodology.

d) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date.

e) Further to a review of the Year 1 expenditure for the P1 Salary Structure Phase in the 65.52% increase above will be confirmed or expanded as necessary by the CRCIC by no later than May 1st, 2023.

## **2. Grid Level Adjustments (to be applied before the P1 Salary Structure Phase-In above)**

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

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

### **YEAR 3 (effective the first pay period after April 1, 2024)**

#### **Full Implementation of the P1 Profile and Corresponding Salary Structures (to be applied after the applicable GWI/COLA)**

a) Health Science Professionals classified under the Industry-Wide Miscellaneous Rates (IWMR) provisions at the Staff level or at Grade I under the job families provisions shall move to the Target Salary Structure.

b) Employees shall move to their new salary structures on a same increment step basis. Employees shall maintain their increment anniversary date

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

a) Full implementation of the new profile-based classification system, i.e. all remaining profiles and corresponding salary structures, Classification Manual, and Maintenance Agreement. In

conjunction with the implementation of the new classification system, the CRCIC will review the Year 2 expenditure for the P1 Salary Structure Phase-In.

b) Where a new salary structure is less than an incumbent's current rate, the incumbent shall maintain their current rate and receive all future general wage increases while they continue to occupy the same position.

## **MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

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

**MEMORANDUM OF AGREEMENT****Re: Hospital Pharmacy Residency Program Note**

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

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

**MEMORANDUM OF AGREEMENT****Re: Dual Qualification**

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

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

# **Terms of Settlement: Education and Professional Fees**





## ARTICLE 17 – LEAVE – EDUCATION

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

(a) The Employer shall grant education leave of absence with pay (at straight time rates) for each day or equal portion thereof that an individual employee gives of their own time. Education leave of absence with pay is not to exceed 37.5 hours of Employer contribution per agreement year.

The Employer shall grant one (1) day or equal portion thereof leave of absence at straight time rates when an employee attends an approved educational program on day(s) off. This leave of absence shall be included in the “37.5 hours of Employer contribution” of an agreement year.

(b) Application for education leave shall be submitted to the Employer with as much lead time as practical. The employee shall be informed of the Employer’s decision within a reasonable period of time from the date of submission.

(c) Premium pay does not apply under this article.

(d) Education leave will be utilized for courses that relate to the employee’s profession, or employment, and are approved by the Employer. It may also be utilized to sit exams for relevant professional courses.

(e) ~~Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints.~~ The Employer may provide reasonable expenses for all such leaves up to \$1000 per employee per agreement year.

(f) Additional unpaid leave for education purposes may be requested by employees. The Employer shall not be responsible for any expenses related to such unpaid leave.

(g) Education leave is not accumulated from Agreement year to Agreement year.

(h) ~~This article applies to expenses, but not to leaves of absence, for~~ all courses, including, but not limited to, in-person, on-line, distance education, or correspondence courses.

(i) ~~Such leave and reasonable expenses associated with the leave will be subject to budgetary and operational restraints, and prior approval of the Employer. Such expenses will not exceed~~ \$1,000 per employee per agreement year.

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

### **NEW Appendix 28.I Professional Bodies Fee Fund**

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

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

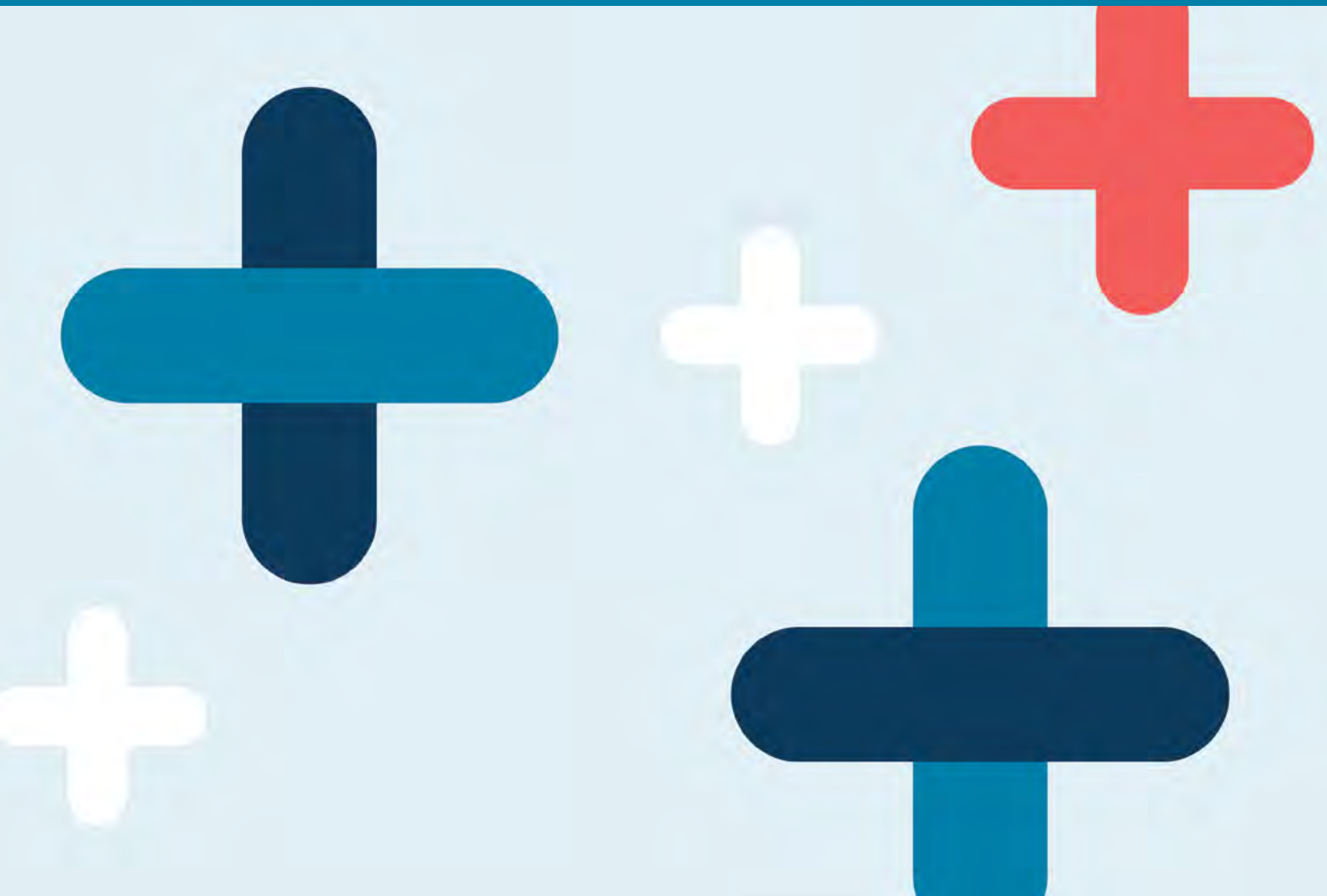
The criteria for and date of distribution will be determined by the HSPBA. Up to ten percent (10%) of the Fund received by each Constituent Union will be used to cover administrative costs. This is in the sole discretion of and for the sole benefit for each Constituent Union.

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

### **NEW 37.04 Criminal Record Check**

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

# **Terms of Settlement: Recruitment and Retention**



## MOA - Provincial Recruitment and Retention

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

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

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

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

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

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

To that end, the Working Group will:

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

identified target professions, ~~including occupations~~ covered by the HSPBA;

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

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



**MEMORANDUM OF AGREEMENT**  
**NEW Health Sciences Strategic Relations Committees (the “Committees”)**

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

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

The Committees will be established as follows:

1. The frequency of the meetings will be determined by the Committees based on the size and structure of the Employer.
2. For the purposes of this work, consultation means seeking advice from, listening to, and acknowledging the mutual concerns of the Union and the Employer.
3. The Committees may be used to discuss recruitment and retention strategies at the local level, engage in workforce planning discussions and information sharing, and implementation of approved initiatives. The Committees may meet to discuss issues and resolve disputes, including policy applications, before they become grievances, and to schedule case management meetings.
4. The establishment of the Committees will not replace the current local level committees and processes that address issues related to individual grievances, local Joint Occupational Health and Safety Committee meetings, local Labour Management meetings, or consulting obligations that arise elsewhere in the collective agreement or under relevant legislation (for example, Section 54 of the Labour Relations Code, [RSBC 1996] Chapter 244).
5. The Committees will have equal representation from both the Union and the Employer and must include senior representatives with decision making authority. Other representatives or participants may be included to assist or provide expertise, as mutually agreed by the Committee members.
6. The Union and the Employer will determine the agenda which will be circulated to all attendees in advance of each meeting.
7. The Committees will meet within 60 days of ratification to discuss a schedule for meetings. Additional meetings may be set outside the schedule if required.
8. 90 days prior to the expiration of the collective agreement an evaluation will be conducted

by the Parties who will make recommendations to improve the effectiveness of the Committees.

9. This Memorandum of Understanding will expire on March 31, 2025 or unless expressly agreed to by the Parties.

## **MEMORANDUM OF AGREEMENT**

### **NEW 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 HSPBA) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

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

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

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

# **Terms of Settlement: Work-Life Balance**



**ARTICLE 23 – LEAVE - VACATION****23.09 Vacation Scheduled According to Seniority**

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



## ARTICLE 20 - LEAVE – SPECIAL

### 20.02 Application

Special leave shall be granted as follows:

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

## ARTICLE 15 – LEAVE – BEREAVEMENT

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

## ARTICLE 21 – LEAVE – STATUTORY HOLIDAYS

### 21.01 Statutory Holiday Entitlement

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

New Years' Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	B.C. Day
Victoria Day	Remembrance Day	Family Day

#### Truth and Reconciliation Day

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

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


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1879.2 hours

Effective September 1, 2013:

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


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1957.5 hours

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

## ARTICLE 19 LEAVE – SICK

### Article 19.01 Accumulation

Employees shall receive ~~ten point eight (10.8)~~ [eleven point two-five (11.25) effective September 1, 2013] working hours (or portion thereof) sick leave credit for each month (or portion thereof) of service. and sSuch sick leave credits, if not utilized, shall be cumulative to a maximum of ~~1123.2~~ [1170 effective September 1, 2013] working hours.

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

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

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

Hours paid per month\* (excluding overtime) x 10.8 hours

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156.6

Effective September 1, 2013:

Hours paid per month\* (excluding overtime) x 11.25 hours

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163.125

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

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

Note consequential amendment(s) as required.

## ARTICLE 20B – DOMESTIC AND SEXUAL VIOLENCE LEAVE

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

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

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

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

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

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

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

### Article 19.04 Proof of Sickness

~~Sick leave with pay is only payable because of sickness, and employees who are absent from duty because of sickness may be required by the Employer to prove sickness~~ Where the Employer requires an employee to provide a medical note as proof of sickness, the Employer will reimburse fifty percent (50%) of the cost of the note. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

## ARTICLE 23 – LEAVE – VACATION

### 23.07 Annual Vacation Entitlement

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

- 150.0 work hours after 1 year of continuous service
- 150.0 work hours after 2 years of continuous service
- 150.0 work hours after 3 years of continuous service
- 150.0 work hours after 4 years of continuous service
- 157.5 work hours after 5 years of continuous service
- 165.0 work hours after 6 years of continuous service
- 172.5 work hours after 7 years of continuous service
- 180.0 work hours after 8 years of continuous service
- 187.5 work hours after 9 years of continuous service
- 195.0 work hours after 10 years of continuous service
- 202.5 work hours after 11 years of continuous service
- 210.0 work hours after 12 years of continuous service
- 217.5 work hours after 13 years of continuous service
- 225.0 work hours after 14 years of continuous service
- 232.5 work hours after 15 years of continuous service
- 240.0 work hours after 16 years of continuous service
- 247.5 work hours after 17 years of continuous service
- 255.0 work hours after 18 years of continuous service
- 262.5 work hours after 19 years of continuous service
- 270.0 work hours after 20 years of continuous service
- 277.5 work hours after 21 years of continuous service
- 285.0 work hours after 22 years of continuous service



292.5 work hours after 23 years of continuous service

300.0 work hours after 24 years of continuous service

307.5 work hours after 25 years of continuous service

315.0 work hours after 26 years of continuous service

322.5 work hours after 27 years of continuous service

330.0 work hours after 28 years of continuous service

337.5 work hours after 29 years of continuous service

345.0 work hours after 30 years of continuous service

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

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

1879.2

Effective September 1, 2013:

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

1957.5

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

#### **Article 19.06 Expiration of Credits**

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

### Article 19.14 Leave – Workers' Compensation

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

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

#### (b) Reimbursement to Employer

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

#### (c) Benefit Entitlement

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

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

#### (d) Approval of Claim

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

#### (e) Continuation of Employment

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

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

### 3.03 Casual Employees

#### (b) Benefit Entitlement

##### (iii) Vacations and Statutory Holidays

Casual employees shall receive ~~12.6%~~ 13% of their straight time pay exclusive of all premiums, in lieu of scheduled vacations and statutory holidays.

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

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

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

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

### 27.03 Voluntary Shift Exchange

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

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

## ARTICLE 29 – Portability of Benefits

### 29.05 Transfer From Another Unit – Same Employer

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

### 10.08 Temporary Assignment

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

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

**Terms of Settlement:  
Occupational Health  
and Safety**





## MEMORANDUM OF AGREEMENT

### NEW MOA Re: Provincial Occupational Health and Safety

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

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

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

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

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

Therefore, the parties agree as follows:

1. The parties commit to support occupational health and safety projects and the above objectives that have been initiated by SWITCH BC. Examples of these projects include the OHS Resource Centre and Provincial Violence Prevention Curriculum (PVPC).
2. The parties will assist SWITCH BC in securing sources of ongoing funding.
3. HEABC will contribute a sum of \$250,000 per annum to HSPBA for occupational health and safety initiatives. The HSPBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by the SWITCH BC, or the HSPBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the HSPBA.

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

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

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

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

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

## APPENDIX 40 – MEMORANDUM OF AGREEMENT

### Re: Working Group on Workload

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

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

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

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

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

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

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

Therefore, the parties agree as follows:

1. The parties will ~~re-establish a the~~ collaborative Working Group on Workload ("WGW") to continue the work of improving workload related issues and broader implementation of the tools and strategies developed. ~~develop, produce and support the implementation of guidelines, including tools and strategies, for Employers and employees to identify, assess and address workload issues affecting Health Sciences Professionals.~~
2. The WGW ~~is will be~~ a proactive, solution-focused group chaired by HEABC and with equal representation between the parties. ~~Within sixty (60) days of ratification of the 2019—2022 Collective Agreement, the parties will agree on Terms of Reference for the WGW. The WGW has an approved Terms of Reference which identifies will identify~~ the participants from both the Employers and HSPBA
3. The WGW ~~shall be is~~ provided with project management support which may include administrative support, ~~resources for the development of a Workload Guideline,~~ and resources for the development and distribution of broad based educational and communication strategies for Employers and employees
4. ~~The parties will develop and approve a work plan within one hundred twenty (120) days of agreement of the Terms of Reference.~~

5. The WGW engages in the following:

- (a) Literature review of approaches to workload management, particularly in health care and other public sector organizations;
- (b) Identification of factors that may contribute to workload issues and current workload management approaches in place at BC health care Employers;
- (c) Communication with managers and front line employees to understand the current situation;
- (d) Development of a comprehensive guideline document, which will be made available for both employees and Employers (the "Workload Guideline");
- (e) Identification of any technology and/or systems to support approaches identified in the Workload Guideline; and
- (f) Other activities to support the development of the Workload Guideline.

6. The Workload Guideline includes tools and strategies for Employers and employees that support dialogue and action, including preventative action, regarding workload concerns in an open and supportive manner. These tools and strategies may include, but are not limited to:

- (a) measurement and identification;
- (b) analysis and assessment;
- (c) options, which may include, but are not limited to:
  - (i) regularized relief positions;
  - (ii) casuals;
  - (iii) staffing guidelines;
  - (iv) tools and resources to prioritize the work;
  - (v) cross-coverage to address prioritization of work;
  - (vi) a review and reassignment of work based on skill mix; and
  - (vii) other measures;
- (d) actions, which may include, but are not limited to:
  - (i) processes for management of immediate workload pressures;
  - (ii) sharing of the longer-term human resource planning to address chronic workload pressures;
  - (iii) templates for workload plans; and
  - (iv) communicating processes to employees
- (e) ongoing evaluation of actions taken, which may include periodic assessments and stakeholder feedback; and
- (f) responsive modification(s) and adjustment(s) will be made to the Workload Guideline by the WGW as needed.

7. The WGW will provide regular progress reports to the parties regarding the Workload Guideline and complete and distribute the Workload Guideline by March 31, 2020. The Workload Guideline will include tools, resources and recommendations to support orientation, utilization and evaluation of the Workload Guideline. The parties may extend the timelines by mutual agreement.

5. Complete a review and evaluation of the Workload Guideline one year after ratification.

Timelines are subject to change upon mutual agreement of the parties.

- a. The parties agree to include a participant with occupational health and safety expertise on the WGW.

b. The parties will update the Terms of Reference to include an occupational health and safety participant.

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

### **38.05 Workload Dialogue**

~~(a)~~—An employee who believes that their workload is unsafe or consistently excessive shall discuss the issue with their immediate supervisor, who will provide interim direction for temporary management of the issue. Health and safety concerns related to workload shall be addressed by the immediate supervisor.

(b)—If the issue is not resolved in that discussion, the employee may advise the immediate supervisor or other employer representative in writing describing the outstanding issues, at which point the immediate supervisor or other employer representative shall:

1. within seven (7) working days, acknowledge receipt of the written concern and provide an anticipated time for a response. Should the anticipated response time change, the immediate supervisor or other Employer representative shall advise the employee;
2. perform an assessment of the issue raised within a reasonable amount of time. A reasonable timeframe will depend on the complexity of the issue and the workplace context; and
3. respond to the employee in writing upon conclusion of the assessment.

### **38.06 Workload Dispute Resolution**

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

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the differences.

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



### 38.04 Aggressive and/or Violent Behaviour of Patients/Residents/Clients

(a) ~~When the Employer is aware that a patient has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission, transfer, or a community assignment the Employer will make every reasonable effort to identify the potential for aggressive and/or violent behaviour. When the Employer is aware that a patient/resident/client has a history of violent behaviour or the potential for violent behaviour has been identified on assessment, the Employer shall provide such information to the workers who are likely to encounter the patient/resident/client in the course of their work employee. In-service and/or instruction in caring for the aggressive patient/resident/client and how to respond to the patient's/resident's/client's aggressive and/or violent behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents/clients.~~

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

(b) Threats against a worker will be treated as serious matters. A threat against a worker's family that is a result of the worker's employment is considered a threat against the worker. All obligations under the violence provisions of the Occupational Health and Safety Regulation shall apply and shall be included in the Employer's written Workplace Violence Prevention Program.

#### **NEW 38.0X Supervisor OHS Training**

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

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

#### **NEW 38.0X Critical Incident Stress Defusing**

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

## ARTICLE 38 SAFETY AND OCCUPATIONAL HEALTH

### 38.01 Promotion of Safe Work Habits Practices

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

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

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

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

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

### 38.03 Employee Safety

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

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

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

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

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

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

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

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

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

## **ARTICLE 39 NO HARASSMENT RESPECTFUL WORKPLACE**

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

39.01~~2~~ ~~Consistent with the principles of the Human Rights Code,~~ The parties recognize the right of employees to have a respectful workplace work in an environment free from discrimination, and harassment, bullying and violence, including discrimination and harassment based on Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age or conviction of a criminal or summary offence that is unrelated to the employment.

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

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

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

~~To this end, each Employers~~ will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity and not subjected to humiliation or intimidation discrimination, harassment, bullying and violence.

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

### **NEW 38.0X Ergonomics**

The Employer, in accordance with the provisions of the OHS Regulation and in consultation with the Joint Occupational Health and Safety Committee (JOSHC) or Worker Health and Safety Representative, shall identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI). When factors that may expose workers to a risk of MSI have been identified, the employer will ensure that the risk to workers is assessed. The Employer must eliminate or, if that is not practicable, minimize the risk of MSI to workers. The effectiveness of the measures taken will be monitored and reviewed at least annually.

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

## MEMORANDUM OF AGREEMENT

### NEW Re: Pandemic Information Sharing Forum on Occupational Health and Safety

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

Throughout the COVID-19 pandemic, the parties recognized the value of collaboration and cooperation, and convened a provincial occupational health and safety forum to share information and address provincial-level pandemic OHS issues as they arose.

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

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

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

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

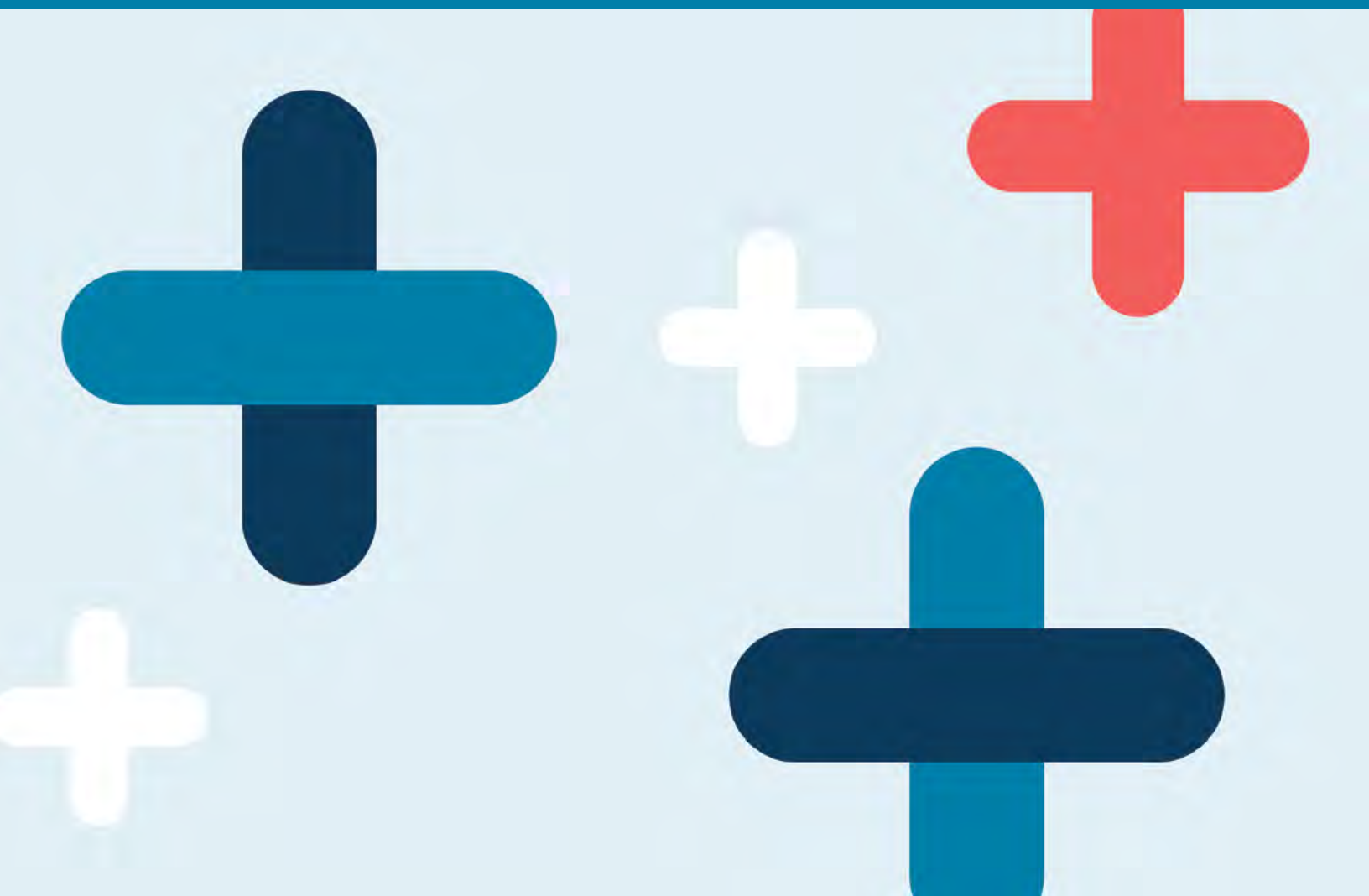
The purpose of the forum is to promote information sharing related to pandemic occupational health and safety matters, with the following principles:

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

The forum will determine the meeting frequency.



# **Terms of Settlement: Indigenous Specific Anti-Racism**



## **MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

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

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;

- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the In Plain Sight recommendations and the phased roll-out of the Anti-Racism Data Act, SBC 2022, c.18; and
- to improve awareness of and compliance with the Declaration on the Rights of Indigenous Peoples Act, SBC 2019, c 44.

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

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

## **NEW Article XX – Ceremonial, Cultural, Spiritual and Bereavement Leave for Indigenous Employees**

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

### **Definitions:**

**A ceremonial, cultural, or spiritual event** under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include, but are not limited to, 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 15, additionally includes an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an includes an Indigenous employee's family as defined by Article 15, as well as an Indigenous elder\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

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

- a. **Effective April 1, 2022**, an Indigenous employee may request up to **two (2) XX(XX)** days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 15 - Bereavement Leave as applicable (and per the expanded definition of “immediate family”, above). **The number of days shall be increased to three (3) days per calendar year effective January 1, 2023 and five (5) days per calendar year effective January 1, 2024.**
- b. Where an Indigenous employee requires more than **the days of leave in a) above XX(X)** days' leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of “immediate family,” above).
- c. When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the 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.

## MEMORANDUM OF AGREEMENT

### NEW Re: Recruitment and Retention of Indigenous Workers

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the HSPBA bargaining unit.

2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:

- the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
- where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
- where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.

3. The parties agree that there may be new or existing positions that require lived experience, or knowledge of, Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.

4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.



## ARTICLE 2 – PURPOSE OF AGREEMENT

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

2.02 The parties to the Agreement share a desire to provide quality care in British Columbia Hospitals and Health Organizations, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia will be well and effectively served and to establish within the framework provided by law, an effective and professional working relationship.

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

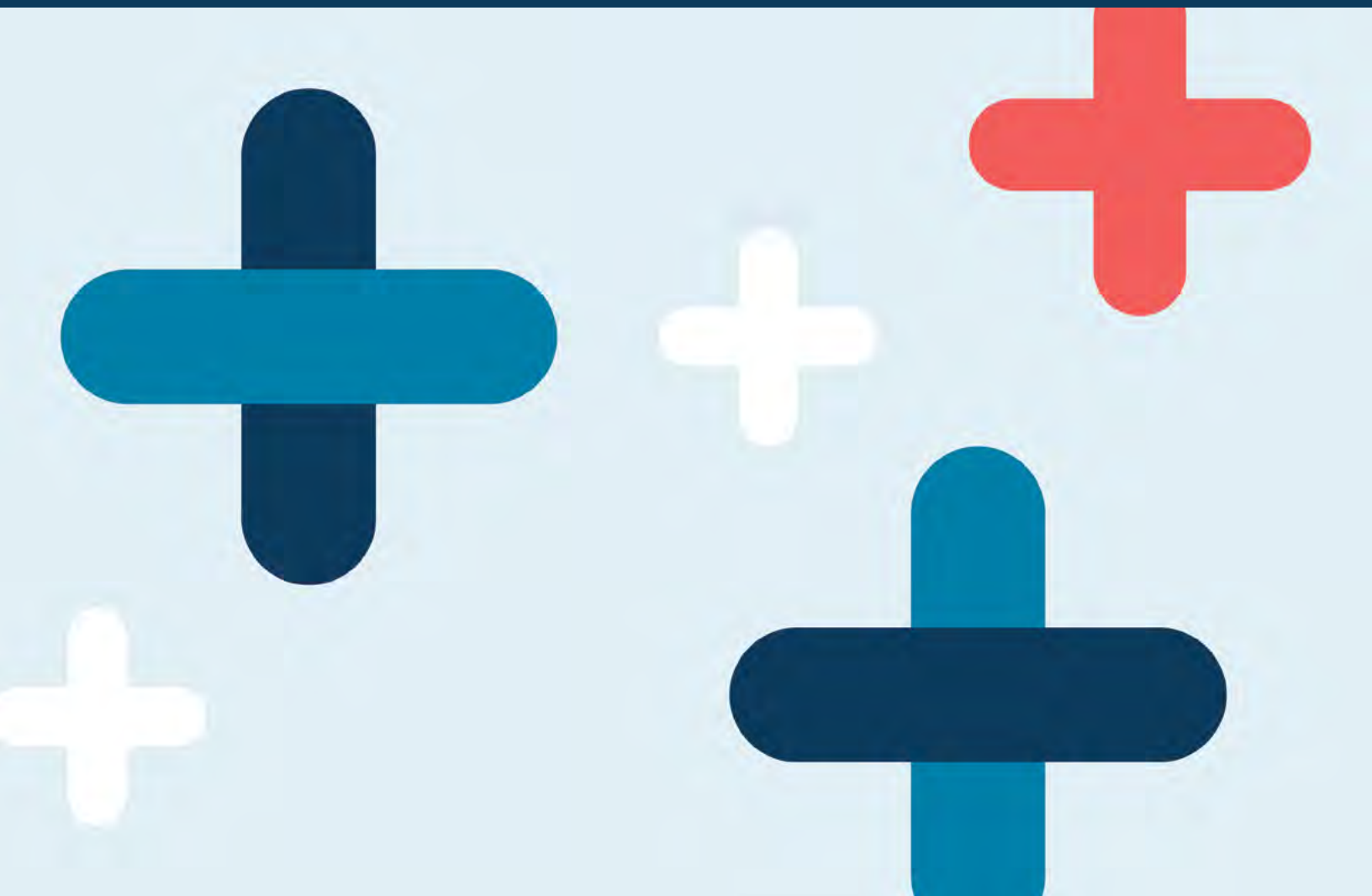
### Article 22.05

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

### Housekeeping

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

# **Terms of Settlement: Equity, Diversity, and Inclusion**



## MEMORANDUM OF AGREEMENT

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

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

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

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

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

- 1) The parties agree that two-spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively engage in creating workplaces that are inclusive of gender diversity which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
- 2) The parties will work together to protect the job security, privacy, and safety of transgender, gender diverse, and two-spirit workers at all times in accordance with the Collective Agreement and legislation.
- 3) Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a gender-affirming support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how and if any name or pronoun changes will be communicated.
- 4) Employees may request that the Employer correct their personal information, such as name and gender changes, directories, and workplace documents. This may include but not be limited to seniority lists, nametags, employee IDs, email addresses, organizational charts, and schedules. Employers will correct personal information pursuant to applicable privacy law.
- 5) Gender-identity and expression is identified as a type of Human Rights Code discrimination. Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
  - Deadnaming (using employee's former name);
  - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
  - Doxxing (sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).

This MOA is not intended to limit the work of the DEi Working Group in advancing gender diverse inclusion in the workplace.

### **Extended Health Benefits Plan**

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



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

### **Gender-Affirming Medical Leave**

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

### **Bathrooms/Changerooms**

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

- a) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender expression or identity by ensuring there is signage welcoming all genders and confirm this to the HSPBA within six (6) months of ratification<sup>1</sup> and
- b) Post signage in all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

**Terms of Settlement:  
Enhanced Union  
Representation**



## ARTICLE 5 - UNION RECOGNITION, RIGHTS AND SECURITY

### 5.09 Union Stewards and Records

(a) The Union shall advise the Employer in writing of the names of the Union Stewards. The Employer shall not be required to recognize any Steward until it has been so notified.

(b) The Union Stewards shall be allowed reasonable time while on duty without loss of salary consistent with the operational requirements of the Employer to perform the following duties:

- Investigating complaints of an urgent nature,
- Investigating, preparing, presenting and processing grievances, under Article 7,
- Attending meetings with management regarding labour relations
- Acting as the appointee to labour management committee
- Accompanying an employee, at their request at a meeting called by the Employer, where disciplinary action is anticipated, consistent with Article 7.02,
- Meeting with new employees as a group during the orientation program at which the steward shall provide new employees with the name, location and work phone number (if applicable) of the steward, and
- Supervising ballot boxes and other related functions during ratification votes.

(c) The Employer will make a reasonable effort to accommodate space for the storage of secure union records.

(d) In the interest of developing quality labour-management relationships, the parties have agreed to the creation of designated paid union steward positions at the following locations:

- |                                      |          |
|--------------------------------------|----------|
| • Vancouver General Hospital         | 1.0 FTE  |
| • Surrey Memorial Hospital           | 1.0 FTE  |
| • St. Paul's Hospital                | 1.0 FTE  |
| • BC Children's and Women's Hospital | 1.0 FTE  |
| • Royal Columbian Hospital           | 0.26 FTE |
| • BCCA-Vancouver Cancer Centre       | 0.26 FTE |
| • Royal Jubilee Hospital             | 0.26 FTE |
| • Kelowna General Hospital           | 0.26 FTE |
| • Abbotsford Regional Hospital       | 0.26 FTE |

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

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

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

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

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

## APPENDIX 18

### Re: Dispute and Arbitration Redesign Committee

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

THEREFORE THE PARTIES AGREE:

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

## APPENDIX 18.1

### Re: Expedited Dispute Resolution Process for Short Term Union Leave

1. A dispute regarding article 5.12 may be referred to this expedited resolution process if the anticipated start date of the leave requested pursuant to Article 5.12 is imminent. For the purposes of this MOA, imminent means that there is no reasonable probability that the dispute could be resolved through the process described in Article 8.04 before the anticipated start date of the leave requested. If the leave requested is not imminent, the parties will refer disputes to the process described in Article 8.04.

~~2. This expedited process shall only be available for referrals filed before December 31, 2019. The process may be continued by mutual agreement.~~

3. For the purposes of the expedited process an arbitrator will be appointed from the following list on a rotational basis:

- Chris Sullivan
- Lisa Southern
- Mark Brown
- Corinn Bell

4. The party referring the matter to this expedited arbitration process will provide written notice of the expedited referral to the other party (to the Employer and HEABC or to the Union, as the case may be). The referring party will contact the expedited arbitrator to arrange a hearing with the parties. The expedited arbitrator will conduct a hearing by way of telephone conference call within ~~forty-eight (48) hours of the appointment~~ two (2) business days of the appointment.

5. The expedited arbitrator shall receive submissions from the parties in an expedited manner by way of telephone conference. All submissions are intended to be short and concise and will include a brief summary of the facts relevant to each party's position. The parties agree to make limited use of authorities in their submissions.

6. The expedited arbitrator will render a written "bottom line" decision and provide a copy to the parties within twenty-four (24) hours of the conference call. The decision will be limited in application to that particular dispute and will have no precedential value.

7. The parties agree to share the costs of the fees and expenses of the arbitrator equally.



**40.05**

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

**Terms of Settlement:  
Housekeeping/  
Miscellaneous**



## Housekeeping

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

### Attachment A

#### Worksites

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

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

## ARTICLE 8 - Arbitration

### 8.01 Arbitration Principles

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

### Housekeeping

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

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

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

**ARTICLE 37.02 – ISOLATION ALLOWANCE**

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

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

### 38.02 Joint Occupational Health and Safety Committee

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

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

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

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

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

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



## APPENDIX 25 – MOU re Multi Employer Steward

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

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

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

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

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

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



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