



FACILITIES

Comprehensive Report

FACILITIES BARGAINING ASSOCIATION

Hospital Employees' Union

British Columbia General Employees' Union

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

Public and Private Workers of Canada Local No. 5

International Brotherhood of Electrical Workers
Local No. 230

British Columbia Nurses' Union

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

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

International Union of Painters and Allied Trades
District Council 38

Highlights

1. **General wage increase** of 3% each year for a total of 12% over the four-year term.
2. **Multi-agreement wage restoration plan** starting with a fund of \$60.5 million to be distributed to members this term, and significant financial commitments for future collective agreements.
3. **Enhanced** bereavement and special leaves.
4. **Premium increases** for weekend, evening and night shifts and TQ holders; new and improved cost coverage for criminal record checks, registration and license fees and a peer-to-peer support allowance.
5. **New benchmarks and rates of pay** for porters and porter supervisors.
6. **Continued funding** for the FBA Education Fund, Enhanced Disability Management Program, and employee-initiated rotation proposals.
7. **Improved health and safety language** on violent patients, manual lifting, working alone; exposure to biological agents, chemicals or substances, and more.
8. **New measures to support** job sharing, make improvements to mobility and portability, and establish a working group on regularizing positions.
9. **More dedicated shop stewards** in our largest work sites and two new occupational health and safety advocates.
10. **Added supports for Indigenous workers** through expanded cultural leaves, new child care leave, and new and enhanced recruitment, retention and advancement.
11. **New pilot** to provide flexibility and time off for cultural celebrations.
12. **Extending FBA agreement** to thousands of HEU members working at privately operated long-term care and assisted-living facilities.

Background

Four-year tentative agreement secures fair wages and improved working conditions for members

Agreement includes additional compensation outside public sector bargaining mandate to right historic wrongs to health care workers in Facilities subsector

The multi-union Facilities Bargaining Association (FBA) and the Health Employers Association of BC (HEABC) reached a tentative agreement on November 17, 2025, covering more than 67,500 health care workers across the province.

The HEU Provincial Executive has unanimously endorsed the recommendation of the tentative agreement by the FBA bargaining committee and asks members to vote “YES” in the upcoming online ratification vote.

With the staffing crisis in the health system getting in the way of better care for patients and residents, negotiations were focused on seeking practical solutions to address B.C.’s overstretched health care system, says HEU’s secretary-business manager Lynn Bueckert.

“The FBA bargaining committee pushed hard on health employers and government to make needed changes that British Columbians want for our public health system,” says Bueckert, who is the lead negotiator and spokesperson for the FBA.

“The association secured wage improvements to better attract, retain and support frontline health care workers,” adds Bueckert. “Over the four-year term, members will receive a total general wage increase of 12 per cent, as well as targeted increases for some shift premiums, leaves and allowances.

“Under the *Facilities Framework*, there are also additional compensation increases outside the provincial public sector bargaining mandate that right historic wrongs to B.C.’s public health system.

“This agreement significantly advances efforts to restore wages that were unjustifiably rolled back in 2004 by the BC Liberals – so that pay for Facilities members keeps up with B.C. government workers doing similar jobs.

“It also secures a landmark victory for thousands of long-term care and assisted living health care workers at privately run facilities, reversing damaging privatization schemes that resulted in wage and benefit cuts for these workers who were left outside the FBA agreement.”

Increases to general wages, premiums, leaves and allowances

Under the agreement, FBA members would receive a general wage increase of three per cent in each year for a total of 12 per cent over the four-year term.

In addition to general wage increases, all shift

premiums – weekend, evening and night – were boosted. Trades qualification (TQ) premiums were also increased and expanded to eligible casuals. And there are new porter benchmarks and related grid upgrades.

“As in the last agreement, the bargaining committee made improvements to a range of allowances that provide direct savings to members,” says Bueckert. “The committee also gained a new allowance in this agreement – the peer-to-peer support allowance – which recognizes the valuable work members provide when they mentor new employees in the same job.”

The list of occupations, to which regulatory college fee reimbursements apply, has been expanded, plus

reimbursements now apply to eligible casuals. The isolation allowance will include more communities. Trade apprentice compensation has been increased, and criminal record check reimbursements can now be claimed by new employees.

When it comes to enhancing leaves, members will have more time off for bereavement leave and the scope of special leaves has been expanded. In addition, the retirement payout for unused sick leave has increased.

Multi-agreement wage restoration plan

In the 2022-2025 Facilities agreement, the FBA secured \$26.3 million in permanent wage adjustments in recognition of the unfair 15 per cent wage cuts to members in 2004 as part of back-to-work legislation.

“Deepening the achievements of the last round, the FBA secured a multi-agreement wage restoration plan that addresses the ongoing impacts that members continue to face because of the BC Liberals’ vicious rollbacks,” says Bueckert.

The government is committing to a multi-agreement

wage restoration plan, starting with a fund of \$60.5 million for additional wage restoration that will benefit all members over the 2025-2029 agreement.

Looking beyond 2029, health employers and the government committed to fund what is expected to be at least another \$132 million for wage restoration over the following two collective agreements.

Taken together, the total value of the wage restoration over four collective agreements will exceed \$218 million.

Safer working conditions and expanded union representation

“Making working conditions safer was a key priority for your bargaining committee, and this agreement aims to improve preventative measures and better support for members injured at work,” says Bueckert.

A new provision will pilot regional joint health and safety committees to provide greater oversight and coordination of psychological health, violence prevention, and joint occupational health and safety. In addition, there will now be paid occupational health

and safety training for members in supervisory roles.

There are improvements to preventative measures that deal with violence, manual lifting, working alone, workload prioritization, and exposure to biological agents, chemicals, or substances.

There will also be more dedicated shop stewards bringing the total from 21 to 29 full-time equivalent positions at the largest sites and two new, temporary occupational health and safety advocates.

Improving work-life balance, recruitment and retention

“Attracting and keeping members in the health system is an ongoing challenge,” says Bueckert. “That’s why your bargaining committee again focused efforts to secure new and expanded measures to make workplaces more sustainable and fulfilling.”

There are new provisions to support job sharing and stepping up efforts to regularize positions.

Improvements were also made to portability and mobility provisions, while the fund that supports employee proposals for revised rotations will continue.

In addition to the peer-to-peer support allowance, this agreement also commits to a mentorship pilot project to help with team integration.

The \$4.5 million FBA Education Fund, which

provides short- and long-term education and training opportunities to advance members' health care

More inclusive workplace

As one of Canada's most diverse provinces, more work needs to be done to ensure health care is a place of compassion, comfort and care.

To better support the increasingly diverse health care workforce, this agreement will see the launch of a pilot program to provide more flexibility and time off for cultural celebrations.

"The joint union-employer Indigenous-specific anti-racism (ISAR) working group continued its work in this round of bargaining to deepen support for Indigenous

careers, has been renewed.

health care workers," says Bueckert.

The agreement expands Indigenous cultural leave and creates a new Indigenous child care leave provision, along with providing a new fund to support cultural revitalization opportunities, including Indigenous language learning.

There are also new and enhanced measures to support the recruitment, retention and advancement of Indigenous workers.

Reversing privatization in long-term care

This agreement seeks to improve seniors' care with better support for a well-trained and qualified workforce to deliver a consistent provincial standard of care in B.C.

Starting in 2002, the previous government weakened labour standards that had provided a level playing field for working and caring conditions in government-funded care homes.

"The privatization of seniors' care under the previous B.C. Liberals led to wage reductions and significant staff

turnover across impacted work sites," says Bueckert. "The result was fractured seniors' care, where standards and working conditions remain inconsistent to this day."

By September 30, 2028, as part of reversing the damage of these failed health policies, the provincial government will restore common wages, benefits and working conditions for several thousand unionized staff at dozens of long-term care and assisted living facilities, currently excluded from the FBA..

Next steps

The tentative agreement addresses members' key priorities, including making workplaces safer and more inclusive; reducing workloads, and improving compensation to better recruit and retain health care workers.

"Members told us at the November 2024 FBA bargaining conference that keeping and attracting health care workers starts with supporting workers so they can deliver the care we all need," says Bueckert.

More than 95 per cent of the FBA membership is represented by the Hospital Employees' Union (HEU).

The tentative agreement needs to be ratified by both

union members and health employers. If ratified, it will cover more than 67,500 health care workers in publicly funded hospitals, long-term care facilities, health authority corporate offices and warehouses, and other settings across the province.

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

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

The FBA Bargaining Committee

**HEU secretary-business manager,
FBA negotiator/spokesperson**
Lynn Bueckert

HEU president
Barb Nederpel

HEU financial secretary
Betty Valenzuela

HEU MEMBERS

Landon Beggs
Chena Binns
MJ Brown
Tara Heller
Nikki Kowalchuk

Seema Loodu
Barbara (Barb) Owen
Maryann Pyne
Monica Thiessen
Jesse Winfrey

BCGEU MEMBERS

Masoud Aminzavar
Sandy Barndt
Micheil Bryson
Seyoum Gebeyehu
Angela Mahlmann

Jennifer Marquez
Marzena Motz
Mahen Ramdharry
Andii Stephens
Richard Ziemianski

IUOE MEMBERS

Donna Binotto
Ryan McGowan

Haemant Sawh

IBEW REPRESENTING OTHER UNIONS IN THE FBA

Kale Anguish

NOTE: This section (pp. 6-22) provides an explanation and analysis of the major provisions of the tentative agreement. Please refer to the Appendix to this document (starting on p. 23) for agreed-to language.

Section: Wages, premiums and allowances

Over the last few years, the B.C. government has made progress on some of the big issues in health care. Yet, heading into this round of bargaining, FBA members are still trying their best to provide care to British Columbians in a system that’s overstretched.

Workers face unsafe workloads leading to injury. They are often spread thinly, leading to burnout and turnover. And violence on the job is happening more often.

All those challenges mean, once again, talks for a renewed FBA agreement are happening while health care grapples with recruitment and retention of workers to deliver the care.

For your bargaining committee, the focus for wages was

to continue the work of the last agreement to protect paycheques against inflation, while seeking additional contract gains that support members in their jobs and attract new workers to health care.

The tentative agreement includes a 12 per cent general wage increase over four years, improved premium pay in several areas, and several other compensation-related gains that will directly benefit workers.

The tentative agreement also includes what is more commonly called a “me-too” clause. This clause triggers additional compensation should another public sector bargaining unit negotiate higher general wage increases.

General wage increases (GWI) and term of agreement

SEE PAGE 85

The term of the four-year tentative agreement is April 1, 2025 to March 31, 2029.

There are four general wage increases (GWI) that will

see wage rates increase by three per cent each year, effective the first pay period after April 1 commencing in 2025 and ending in 2028.

TABLE 1 - Impact of general wage increases on selected classifications

Classification	Grid	Current Hourly Wage	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Housekeeper	10	\$24.34	\$25.07	\$25.82	\$26.60	\$27.39
Nursing Unit Assistant	SD16(A)	\$28.31	\$29.16	\$30.03	\$30.94	\$31.86
Lab Assistant II(A)	SD18	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94
Care Aide	22	\$29.83	\$30.72	\$31.65	\$32.60	\$33.57
Pharmacy Technician	32	\$34.18	\$35.21	\$36.26	\$37.35	\$38.47
Electrician	MA31	\$40.14	\$41.34	\$42.58	\$43.86	\$45.18

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

Criminal record check reimbursement

[SEE PAGE 27](#)

In the 2022 agreement, the employer agreed to cover the cost to renew a criminal record check, where required as a condition of employment. Effective April 1, 2028, the employer will also cover the cost of initial criminal record checks, where required as a

condition of employment. Further, the employer will also reimburse employees whose criminal record check is required as part of their registration, certification, or license with a provincial regulatory body.

Registration, certification and license fees reimbursement process returns to employer

[SEE PAGE 28](#)

In the 2022 agreement, funding was allocated to the FBA to administer the reimbursement of any employer-required registration or license with a provincial health

profession regulatory college.

This fund will cease on April 1, 2026, and thereafter the employer will reimburse funds directly to employees.

Shift premium increases

[SEE PAGE 38](#)

- Evening shift differential: effective the first pay period after April 1, 2028, the evening shift differential shall be increased to \$2.05.
- Night shift differential: effective the first pay period after April 1, 2026, the night shift differential shall be

increased to \$3.40.

- Weekend shift differential: effective the first pay period after April 1, 2028, the weekend premium shall be increased to \$2.30.

Trades qualification premium increase

[SEE PAGE 39](#)

Premiums for employees holding trades qualification (TQ) tickets will increase April 2026, and casual employees will also be eligible.

Effective the first pay period after April 1, 2026, the premium for one TQ ticket will increase to \$1,500, and the premium for two TQ tickets will increase to \$3,000. A Field Safety Representative (FSR) certification is eligible,

if the certification is a requirement of the employee's job.

Effective the first pay period after April 1, 2026, casual employees are eligible for the TQ premium, pro-rated for straight-time hours worked in the preceding calendar year. To be eligible for the TQ premium, the employee must work more than 1,000 straight-time hours in the preceding calendar year.

New allowance for supporting new workers in peer-to-peer setting

[SEE PAGE 39](#)

Effective the first pay period after April 1, 2026, an employee designated by the employer to provide support to at least one new employee in the same job will be paid an allowance of \$15 for that new employee's first supernumerary shift.

This allowance does not apply to employees whose assigned role already requires providing supervision, education, or training.

Porter benchmark established

[SEE PAGE 73](#)

A patient porter benchmark has been established through a process bargained in the 2022 agreement. Effective the first pay period after April 1, 2026, the porter benchmark grid match will be Grid 17 and the

porter supervisor benchmark grid match will be Grid 21.

Effective the first pay period after April 1, 2028, the porter benchmark grid match will be Grid 18.

Starting pay rate increase for trades apprenticeship training

[SEE PAGE 79](#)

Starting pay rates for the trades apprenticeship training in health care program will increase effective the first pay period after April 1, 2028, to be:

- Level I: 80 per cent

- Level II: 85 per cent
- Level III: 90 per cent
- Level IV: 95 per cent

Power engineering training program

[SEE PAGE 74](#)

Where the employer intends to offer a training program to support individuals to become power engineers, the

employer and the union will negotiate a local agreement to support the needs of both employer and trainee.

Isolation travel allowance

[SEE PAGE 68](#)

Effective the first pay period after April 1, 2028, the current **list of specific work sites**, where the isolation travel allowance applies, will be replaced by a **list of**

communities where the allowance applies, and this list will be expanded to include Bella Bella, Gibsons and Sechelt.

Casual worker premium increase

[SEE PAGE 85](#)

The amendment updates the entitlement for casual workers by increasing their in-lieu pay for vacation and

statutory holidays from 13 per cent to 13.2 per cent, effective the first pay period after April 1, 2028.

Section: Wage restoration

In addition to general wage increases, the bargaining committee continued to build on the landmark wage restoration work that began in the last contract, by securing commitments for a funding plan that is extended over the next three collective agreements.

To recap, in 2004, the B.C. Liberal government cut wages to members covered by the Facilities agreement, as part of back-to-work legislation. Those cuts erased years of progress toward achieving pay equity across the Facilities subsector.

In the last round of bargaining, the FBA achieved an unprecedented agreement with health employers and government to review the impact of these historic wage cuts, and especially their impact on previous pay equity adjustments.

The FBA also secured a \$26.3 million fund in 2022 to finance permanent wage adjustments, which were allocated to Facilities members with lower wage-rated classifications over the last two years of the 2022-2025

collective agreement.

Following the review, it was clear to the government, health employers, and FBA union representatives that the 2004 cuts were unjustified.

In a commitment to fairness and justice for Facilities members, the government has agreed to continue wage restoration over the next three collective agreements.

For the 2025-2029 FBA agreement, the government is allocating \$60.5 million for a renewed wage restoration fund over the entire term. In the following two collective agreements, the government has agreed to provide additional funding for future permanent wage adjustments that add up to at least another \$132 million over the lifetime of both contracts.

Over the four collective agreements, wage restoration funding will eventually amount to at least \$218 million of permanent pay adjustments. These pay increases are in addition to the general wage increase (GWI).

TABLE 2 - Wage restoration plan

FBA collective agreement	Agreement 1: 2022-2025	Agreement 2: 2025-2029	Agreement 3: Term TBD	Agreement 4: Term TBD
Total dollar value of fund	\$26.3 million	\$60.5 million	\$57 million*	\$75 million*

**These dollar amounts are expressed in today's figures*

2025-2029 wage restoration schedule

[SEE PAGE 58](#)

Over the 2025-2029 collective agreement, the parties will determine the allocation of the following annualized, ongoing funding to provide wage adjustments:2025/26: \$18 million

- 2026/27: \$11.2 million
- 2027/28: \$19.3 million
- 2028/29: \$12 million

By June 30, 2026, the parties will determine the fund allocation to make permanent adjustments on the general wage schedule, effective the first pay period

after April 1, 2025 and April 1, 2026.

For the remaining two years of this agreement, the parties will meet annually, prior to February 1, to determine the allocation of the funds each year.

To assist the parties in resolving any disputes that may arise, former Labour Relations Board chair Jacquie de Aguayo is named as the arbitrator in this process. De Aguayo previously served as HEU's assistant secretary-business manager and legal director.

Section: Vacation and leaves

Increase of cash payout of unused sick leave

[SEE PAGE 41](#)

Effective the first pay period after April 1, 2026, the percentage of unused sick leave credits paid upon

retirement, or voluntary departure, will increase from 40 per cent to 50 per cent.

Additional day of bereavement leave

[SEE PAGE 40](#)

Effective the first pay period after April 1, 2026, bereavement leave will increase to four days.

Also, effective April 2026, the list of “immediate family” members will be expanded to include common-law partner, co-parent, foster child, and sibling or sibling-in-law’s child.

In addition, effective April 2026, employees may use

bereavement leave before the death of an immediate family member, if the family member’s death is imminent.

Bereavement leave eligibility for a terminated pregnancy has also been expanded to include the non-birthing parent, and the previous restriction to pregnancy loss after 20 weeks has been removed.

Special leave working group

[SEE PAGE 78](#)

The *Memorandum of Agreement* (MOA) that established a special leave working group in the last collective agreement has been renewed.

By June 2024, the working group had developed new guidelines to ensure members and employers have a shared understanding of how special leave is applied in

the case of serious family or household emergencies, such as when a close family member is sick or injured.

Although the work of the group is now complete, the FBA secured the MOA’s renewal to ensure members are aware of the newly developed guidelines.

WCB leave working group

[SEE PAGE 83](#)

A joint union-employer working group will be formed to review and investigate how wages are calculated to

determine an employee’s wage-loss benefits while on a WorkSafeBC (WCB) leave.

Special leave

[SEE PAGE 41](#)

Effective the first pay period after April 1, 2026, special leave may be used by an employee to attend their

Canadian citizenship ceremony.

Section: Recruitment and retention

Job sharing

[SEE PAGE 35](#)

This new agreement allows two eligible employees to share one full-time job. Employees must meet certain criteria to be eligible and apply in writing to both the union and employer for approval.

Upon approval, both job-sharers agree to cover the position together, and if one partner leaves, the other has the first opportunity to take over the full job or find a new partner. Job-share employees still have access to

key rights like participating in votes on schedules and job fairs. Employees can still pick up casual work and work under Article 16.01C unless it conflicts with their regular schedule.

Job sharing is another example of how flexible arrangements can benefit workers and the health care system by retaining skilled staff, preventing burnout, and improving the delivery of care.

Expanded member mobility

[SEE PAGE 74](#)

Many members have expressed their desire to use their seniority to access work around the province. This new agreement creates a provincial working group of union and employer representatives to explore how members can move more easily between different health authorities. The working group will examine how to make province-wide mobility possible.

The working group will look at the main challenges and impacts of mobility, such as how it affects seniority, vacancies, recruitment, system compatibility, privacy,

documentation, and consider the related administrative workload.

They will aim to find solutions; review costs, efficiencies and impacts on the collective agreement processes. If they can't fully agree, each side can submit its own report by December 1, 2026, with their findings, options, and funding considerations.

This *Memorandum of Agreement* creates a formal, structured process to determine what would be required to make mobility possible in the future.

Improved portability rights for members

[SEE PAGE 32](#)

This tentative agreement includes changes that will make portability easier and fairer for workers moving between employers.

Starting April 1, 2026, workers who leave one employer and are rehired by the same or another employer will now have 18 months – instead of 12 months – to keep

their benefits, seniority, and service banks, once they complete their probationary period.

Employers will now be required to inform new workers about their portability rights, helping ensure no worker loses the benefits they've earned.

FBA Education Fund renewed

[SEE PAGE 60](#)

A *Memorandum of Agreement* renews the funding

commitment of \$1.5 million per year for the FBA

Education Fund. Regular and casual FBA members will receive financial assistance to enroll in educational

programs to upgrade professionally and enhance their careers.

Regularization working group formed

[SEE PAGE 77](#)

Continuity of care plays a critical role in good health outcomes, and regularization of positions supports that through better retention of employees.

The union and employer will form a joint working

group to identify key issues, considerations and concerns, and explore options with a goal to regularize more positions. The group will deliver its recommendations by April 2028.

Extended workday and compressed work week

[SEE PAGE 38](#)

This article clarifies the process for implementing extended workday, or compressed work week, schedules through mutual agreement between the employer and the union.

Once at least 75 per cent of impacted employees have voted in favour, those working extended hours, under the compressed work week schedule, will no longer be

required to sign an overtime waiver.

When a new unit or department is created, and extended work hours are mutually agreed upon by the union and the employer, then the extended hours will be included in the job posting. Accepting the job means the employee agrees to the extended schedule.

Update to re-employment after retirement

[SEE PAGE 32](#)

Under revisions to this article, if an employee is re-hired within 12 months of retirement, the previous test results for keyboarding, computer software, and medical terminology will stand.

The results will also remain on file for the continuation of a four-year period, as outlined in the current *Memorandum of Agreement Re: Keyboarding, Computer Software and Medical Terminology Testing*.

Improved member information rights in workload committees

[SEE PAGE 46](#)

Newly added language establishes that through Regional Workload Committees, the union can request

information it needs to support regularizing hours, including past schedules.

New FBA mentor pilot project

[SEE PAGE 81](#)

A joint working group of union and employer representatives will study how mentor roles currently function in the union and collect feedback on what is working or needs improvement. Based on this feedback, the group will make recommendations for a pilot by

December 1, 2026. The pilot project will start on April 1, 2027.

Evaluation of Health Career Access Program

[SEE PAGE 65](#)

Changes to this *Memorandum of Agreement* include an evaluation of the Health Career Access Program (HCAP). The Ministry of Health will assess the HCAP by reviewing retention rates and the job status outcomes

of participants during and after they have completed training. This information will be shared with the union twice a year.

Update on rotation changes

[SEE PAGE 57](#)

The Rotation Support Fund has been renewed. Members can continue to access the expertise of HEU-based rotation specialists to create new rotations, when

the majority of workers on a unit or department are interested, and the employer is in agreement.

Changes that affect job postings and applications

[SEE PAGE 33](#)

There is new language where regular employees, in probationary or qualifying periods, will be restricted from accessing temporary vacancies under a 90-day period pursuant to Article 16.01 (c).

employees can have temporary absences of up to 15 days for supervisory-level positions, if they are qualified and have indicated in writing their desire to access these vacancies.

There is a new Article 16.01(d) specifying regular

Section: Safety at work

New occupational health and safety training for supervisors

[SEE PAGE 48](#)

A new provision will provide paid occupational health and safety training to employees whose duties include supervision, instruction or direction of staff. The initial training will be provided within the employee's qualifying period, and refresher training will be

provided once a year following.

The training will include knowledge of the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and how its standards, policies and guidelines apply to supervisory roles.

Occupational health and safety advocate pilot project

[SEE PAGE 70](#)

This *Memorandum of Agreement* furthers the gains made through the Prevention Stewards pilot project bargained in the 2019 collective agreement. A deadline has now been established to launch the project, with

duties and funding clarified.

As part of the pilot, two temporary full-time positions, now called Occupational Health and Safety Advocates,

will be created to support FBA members on JOHS Committees, and provide information and increased

awareness among FBA members about their workplace safety rights and the importance of reporting incidents.

New regional JOHSC pilot project

SEE PAGE 76

Effective health and safety policies and practices need to be consistent, collaborative, and coordinated.

This *Memorandum of Agreement* introduces a two-year project where each health authority will pilot one Regional Occupational Health and Safety Committee that consolidates existing specialized committees.

The new committee will provide guidance and

recommendations on occupational health and safety, psychological health and safety, and violence prevention policies, procedures, training, risk assessment and corrective actions.

Participants will be invited from each bargaining association representing workers in the health authority.

A cooperative commitment to occupational health and safety

SEE PAGE 43

The employer and the FBA agree to cooperate in promoting safe working conditions, preventing accidents and workplace injuries, promoting safe workplace practices, and adhering to the *Workers*

Compensation Act and related regulations, including ensuring the regulations are readily available for reference at all work sites.

Strengthening JOHSC education

SEE PAGE 44

A change to Article 37.01(8) strengthens the education provisions for JOHSC members, by stating the employer will not unreasonably deny the additional

day of paid education leave provided in the collective agreement.

Working alone or in isolation

SEE PAGE 45

New language about working alone or in isolation makes it clear the employer must actively communicate to an employee the working alone risk assessment, and the process they can take to escalate concerns to the JOHSC, supervisor, or employer's occupational health

and safety reporting process.

The assessment includes identifying hazards, and the actions taken to minimize or eliminate the risks. Language was also expanded to include the risk of either injury or illness.

Musculoskeletal injury prevention

SEE PAGE 48

Musculoskeletal injuries from patient-handling are the highest in B.C. health care.

Previously a *Memorandum of Agreement*, this provision

has now been written into the collective agreement as an Article:

The parties agree on a goal of eliminating all unsafe

manual lifts of patients or residents, by using mechanical equipment. In situations where mechanical lifting equipment would be a risk to the wellbeing of

the patient or resident, sufficient staff to conduct the manual lift must be made available.

Workload prioritization

[SEE PAGE 45](#)

A provision for employees to seek, and for employers to provide, written work prioritization where workload is

a concern will now apply to all units and departments, not just direct patient care areas.

Critical incident stress defusing support

[SEE PAGE 48](#)

The collective agreement language has been broadened so that employers must now make critical incident stress defusing support available to employees who

have been either involved in, or witness to, a serious work-related traumatic incident. The availability of this support must be communicated to the employee.

LTD claimants' medical documentation expenses

[SEE PAGE 70](#)

The parties agree to recommend that the Joint Facilities Benefits Trust (JFBT) consider amending the LTD plan, within the JFBT's existing funding, to reimburse

employees enrolled in the LTD plan up to 100 per cent of their claim-related medical documentation expenses.

Mental health coverage

[SEE PAGE 58](#)

The parties agree to make a joint request to the JFBT to expedite a review of the extended health benefits plan to

consider amendments to enhance/improve coverage for mental health within the JFBT's existing funding.

Employee safety

[SEE PAGE 47](#)

This improvement specifically identifies exposure to biological agents, chemicals, and substances, including regulated or unregulated substances, as a workplace hazard.

If employees are, or may be, exposed during their

duties, employers must now complete a risk assessment and implement controls to eliminate or minimize the risk, including supplying personal protective equipment (PPE), as necessary.

Best practice tools to respond to workload

[SEE PAGE 52](#)

An update to this *Memorandum of Agreement* advances the work of this joint union-employer committee, established to create a standard set of best practice tools for JOHS Committees to address workload.

The amendment says that by December 1, 2026, the committee will provide a written report on its actions and outcomes, how the outcomes met the MOA objectives, and recommendations on next steps.

Aggressive patients/residents

[SEE PAGE 44](#)

When the employer is aware of a history of aggression in a patient or resident, it must provide employees with whatever information is required to safely carry out their duties.

This change in wording strengthens the article, which previously said the employer must “make such information available.”

Section: Building equity in our workplaces

More flexibility and time off for cultural celebrations

[SEE PAGE 52](#)

For the first time, members will have the opportunity to exchange standard statutory holidays for days that are of personal, cultural, or religious importance to them. A joint working group of union and employer representatives will design and oversee the one-year

pilot project to begin at specific sites in September 2026.

This provision takes a meaningful step toward inclusion and recognition of the diverse traditions of HEU members.

Adoption of gender-neutral language

[SEE PAGE 88](#)

Changes to this *Memorandum of Agreement* will complete the work begun in 2022 toward adopting

gender-neutral language throughout the collective agreement.

Diversity, equity and inclusion working group

[SEE PAGE 55](#)

This *Memorandum of Agreement* renews the commitment of both parties to the Diversity, Equity and Inclusion Working Group formed in 2022.

The language has been updated to reflect completed tasks, and to focus on implementing and promoting the framework and action plan.

Updated language and wording opens the door to broader participation, such as replacing the term “stakeholders” with “interest holders” and identifying “people with lived experience” alongside subject-matter experts the working group may invite to participate.

Expanded use of cultural and spiritual leave

[SEE PAGE 42](#)

This change strengthens the language on Indigenous cultural leave by expanding its use to include Indigenous commemoration events like the Women’s Memorial March, Red Dress Day, and the National

Day of Action for Missing and Murdered Indigenous Women, Girls and Two-Spirit people, as well as leave for harvesting of food and medicines.

As of April 1, 2028, Indigenous members will be able to

access one more day of cultural and spiritual leave for a total of six paid days.

This update supports Indigenous workers to continue, or reconnect with, cultural practices and to join with others in observing days that are meaningful within their communities and cultures without losing pay. In addition to making workplaces more inclusive and

respectful, this demonstrates the union's commitment to equity, reconciliation and cultural safety for Indigenous members.

The new language also expands the definition of family for Indigenous members, under special leave, to align with bereavement leave, as negotiated in the last contract.

New Indigenous child care leave

[SEE PAGE 43](#)

A new entitlement under this article includes up to 62 weeks of unpaid leave for workers who have a recognized cultural or traditional responsibility to care for an Indigenous child.

While on this leave, employees are considered to have continuous employment and will keep the same benefits and seniority they would receive during

maternity or parental leave.

An Indigenous child is defined as someone under 19 years old who is First Nations, Métis, or Inuit. This applies when care is authorized by an Indigenous governing body or the Ministry of Children and Family Development.

Supporting Indigenous recruitment and retention

[SEE PAGE 75](#)

New language outlines the process if more than one qualified Indigenous employee applies for a position. Employers now must look at how Indigenous

candidates are connected to the communities being served, so local knowledge and relationship are valued more.

Review of Indigenous grievance and arbitration process

[SEE PAGE 65](#)

This new language ensures there are culturally appropriate pathways to settle collective agreement violations for Indigenous workers.

By February 1, 2026, the parties will establish a new Indigenous grievance and arbitration working group to lead this review. The group will bring together

representatives from Indigenous organizations, health care unions, and health authorities with guidance from Elders and knowledge-keepers.

They will review processes and make recommendations that include promoting cultural safety and Indigenous-specific anti-racism by embedding Indigenous rights.

New Indigenous Workforce Committee

[SEE PAGE 68](#)

This committee's focus will include programs that support recruitment and retention: career-path counselling; education; mentorship and training opportunities for Indigenous individuals; and pathways and skill development initiatives that help Indigenous

workers access leadership roles.

The committee will operate as a subgroup of the provincial forum under the *Memorandum of Agreement on the Declaration of the Rights of Indigenous Peoples*

and *Eliminating Indigenous-Specific Racism* with representatives from multiple health care unions, and

Indigenous employers.

Indigenous-specific mental health and substance use support and resources

[SEE PAGE 67](#)

This *Memorandum of Agreement* introduces added support specifically for Indigenous mental health and substance-use needs. It explains the joint recommendations that employers and unions will make to the Joint Facilities Benefits Trust (JFBT).

The parties will recommend to the JFBT that coverage should be added for Indigenous-specific mental health and substance-use services that aren't

currently included.

Such services may include counselling, short- and long-term healing programs, and medical-related travel. The MOA also introduces a new direction for the trustees to explore whether the plan can be adjusted so that Indigenous health organizations and service-providers are covered whenever possible.

Cultural revitalization for Indigenous workers

[SEE PAGE 53](#)

The *Memorandum of Agreement* offers tangible supports to Indigenous members to help preserve their Indigenous cultures. The Indigenous Cultural Revitalization Fund (ICRF) totaling \$700,000, is available to Indigenous workers to take part in cultural programs like language learning, teachings from cultural knowledge-keepers, and land-based learning

and training.

The fund will be shaped with guidance from Indigenous leaders and First Nations communities. In circumstances where Indigenous members are eligible, they may receive allowances for tuition, required materials, and daily stipends.

Section: Union rights and contract enforcement

More dedicated shop stewards

[SEE PAGE 25](#)

Following the success of the dedicated HEU shop stewards bargained in the 2022 collective agreement, more positions have been added.

In addition to the 21.2 FTE positions already established, 4.8 FTEs will be added on April 1, 2026, and 3.0 FTEs will be added on April 1, 2028.

The FBA will distribute the additional FTE

proportionately among constituent unions, and their location will be determined by mutual agreement.

The dedicated shop stewards project was developed to promote more effective and efficient communication, resolve more workplace differences, and improve labour-management relationships.

Supporting union activity: scheduling, signage, spaces, and engagement

[SEE PAGE 82](#)

This *Letter of Understanding* gives locals the right to hold discussions with the employer about union-related activities and supports, such as reasonable paid-time off for some union activities, rest space, allocation of union office space and placement of directional signage, and the opportunity for union reps to engage with new members.

This provision is aimed at increasing collaboration between the union and the employer around union activity in the workplace. Both parties agree that supporting members to exercise their union rights contributes to employee health and wellness and strengthens labour relations.

Shop steward appointments and lead steward name change

[SEE PAGE 25](#)

Improvements to this article provide for a shop steward or union committee member to be paid their applicable rate of pay, if they attend an employer-initiated meeting during their time off. They will be compensated at straight-time or overtime rates, as applicable.

Lead Shop Steward replaces the title Chief Shop Steward, to reflect cultural use of language in line with the Truth and Reconciliation Commission's Call to Action 92.

Update to removal of disciplinary documents

[SEE PAGE 28](#)

This article adds incidents related to respectful workplace policies to the types of disciplinary documents that may be kept in an employee's personnel file for longer than 18 months.

Update to Letters of Expectation

[SEE PAGE 31](#)

A *Letter of Expectation* used to stay on an employee's personnel file for 36 months. However, the FBA has successfully negotiated to have this reduced to 18 months, if the associated behaviour or conduct does not reoccur within the intervening period.

The 18-month period can be extended if the employee is away for more than 30 days, but only at the

employer's discretion. It cannot be extended if the absence is due to vacation or maternity/parental leave.

Incidents related to respectful workplace issues have been added as an exception, and the length of time on an employee's personnel file may be extended at the employer's discretion (see Article 9.03.03).

Complaints investigation

[SEE PAGE 24](#)

The list of investigators assigned to distinct types of workplace complaints, including those involving

Human Rights Code matters, has been updated.

Composition of Board

[SEE PAGE 30](#)

Arbitrators resolve disputes between the union and the employer when other avenues for settlement have been exhausted. Two new arbitrators have been added to

the list of arbitrators, while two arbitrators have been removed from the list, as they are no longer accepting appointments.

Expedited arbitrator roster

[SEE PAGE 29](#)

All grievances eligible for expedited arbitration require an arbitrator. This amendment adds two new expedited

arbitrators to the roster.

Industry troubleshooter roster

[SEE PAGE 29](#)

When differences arise between health employers and the union on certain matters, the issue may be referred to an industry troubleshooter. This amendment replaces

two retiring troubleshooters on the roster with two new individuals.

Article 11.02 – Dismissal/Suspension

[SEE PAGE 31](#)

The revision is an update to the arbitrator roster, where two former arbitrators were removed, and two new arbitrators were added..

New workload language

[SEE PAGE 46](#)

New language gives the union the right to request more information from the employer to help in workload discussions. Past schedules, which are often more informative to learn where there are consistent

shortages leading to members being overworked, have often been difficult to obtain from employers. Now, they are named as something the union is entitled to receive for these discussions.

Section: Long-term care and assisted living

Seniors' care: fixing historic wrongs and raising standards

[SEE PAGE 63](#)

In the 2022-2025 FBA collective agreement, we continued making significant progress in reversing health care privatization. We renewed the working group that oversaw the process to bring workers back in-house in hospitals that were built and serviced under public-private partnerships – critical ongoing work to correct a historic wrong.

This tentative *Memorandum of Agreement* between the FBA, the Ministry of Health and HEABC builds on that achievement. We will bring thousands of long-term care and assisted living members working at directly contracted sites back into the FBA.

This is a major gain. It ends previous government policies that allowed employers to abandon the FBA collective agreement for weaker contracts. That decision

fractured the sector, drove down wages, and made it harder to keep staff.

This MOA is the result of HEU's Care Can't Wait campaign. Through rallies, meetings with MLAs and community actions, HEU members put seniors' care on the public agenda. They pushed for fair wages, stable jobs, and strong standards across the sector. That pressure built the momentum needed for this breakthrough.

This continues the work since 2017 to repair B.C.'s fractured seniors' care system. It safeguards standards, establishes a clear path for thousands of workers to join the FBA agreement, and ensures current members are protected – seniority stays with their current employer, with no impact on FBA members.

HEABC membership for unionized long-term care and assisted living operators

[SEE PAGE 63](#)

The previous 2019-2022 FBA collective agreement secured a process to bring contracted health care workers back in-house.

For the 2022-2025 FBA collective agreement, this work continues. This new MOA is the next stage in reversing the damage caused by the BC Liberals.

Starting in 2002, the previous government weakened

labour standards that had provided a level playing field for working and caring conditions in government-funded care homes.

Restoring HEABC membership ends this inconsistency. Their policy changes allowed care home operators to leave the FBA collective agreement to pursue weaker contracts. This led to huge wage gaps and made it

harder to recruit and retain staff. COVID laid bare just how damaging this fragmentation was.

This tentative MOA ends the 2009 policy that allowed employers to leave the HEABC. HEU members at many funded private sector sites will now return to the FBA. This will not affect current FBA HEU members.

The rollout will take place in two phases, each to target 50 per cent of the long-term care and assisted living sites where HEU members are directly employed and provide funded seniors' care. The first group of workers will be brought into the public sector in phase one – October 2026 to September 2027.

And the second group will join the public sector in

phase two – October 2027 to September 2028. The B.C. government will update its regulations to support the change.

These sites will become affiliate employers in the FBA agreement. As is the case with all affiliate sites, the members' seniority can only be utilized at their current employer's site(s).

This initiative strengthens HEU and the FBA, as having more members covered by the FBA agreement strengthens our bargaining power. Seniority remains within the new care sites, and FBA members working at other sites cannot be bumped and displaced.

Section: Miscellaneous

Dental plan benefits update

[SEE PAGE 49](#)

This update confirms that the Joint Facilities Benefits Trust (JFBT) provides the dental plan benefits to eligible workers. Employers are required to participate in the

JFBT. For details on the coverage, members are directed to www.jfbt.ca.

Extended health benefits update

[SEE PAGE 50](#)

This update confirms that the Joint Facilities Benefits Trust (JFBT) provides extended health care benefits for eligible workers. All employers are required to

participate in this plan as well, and additional coverage details are available at www.jfbt.ca.

Long-term disability insurance plan update

[SEE PAGE 50](#)

This update confirms that the Joint Facilities Benefits Trust (JFBT) is responsible for providing long-term disability insurance plan benefits to eligible workers.

All employers are required to participate in the JFBT. Coverage details are available at www.jfbt.ca.

Update to group life insurance

[SEE PAGE 50](#)

This update confirms that the Joint Facilities Benefits Trust (JFBT) provides group life insurance benefits to eligible workers. All employers are required to

participate in the JFBT. Coverage details are available at www.jfbt.ca.

Appendix

Appendix: Terms of Settlement

- Items underlined in Articles are changes to the collective agreement.
- Struck-through items in Articles are deletions from the collective agreement.

ARTICLES

1.01 Preamble

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

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.

3.01 Effective and Terminating Dates

The Collective Agreement shall be effective from April 1, ~~2025~~2022, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, ~~2029~~2025, and from year to year thereafter unless terminated by either party on written notice served during the month of December, ~~2028~~2024.

4.03 Complaints Investigation

- (e) Where the complainant involves *Human Rights Code* grounds, including allegations of sexual harassment, the complainant must advise the Employer and, may refer the complaint to either the Employer's respectful workplace policy or one of the following processes:
- (1) where the complaint involves allegations of sexual harassment, it shall be referred to Shelley Ball (Complaints Investigator);
 - (2) where the complaint pertains to the conduct of an employee within the Facilities Bargaining Association's bargaining unit, it shall be referred to Robyn Gervais ~~Sara Forte~~ or Ana Mohammed (Complaints Investigators); or
 - (3) where the complaint pertains to the conduct of a person not in the Facilities Bargaining Association's bargaining unit, it shall be referred to Tonie Beharrell or Yuki Matsuno (Complaints Investigators).

5.05 Shop Stewards

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

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

5.14 Dedicated Shop Stewards

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

Vancouver Coastal Health Authority (Vancouver General Hospital) 3.0 FTE

Vancouver Coastal Health Authority (University of British Columbia Hospital) 0.6 FTE

Vancouver Coastal Health Authority (Lions Gate Hospital) 1.0 FTE

Vancouver Coastal Health Authority (Richmond Hospital) 0.6 FTE

Vancouver Island Health Authority (Royal Jubilee Hospital) 1.0 FTE

Vancouver Island Health Authority (Victoria General Hospital) 1.0 FTE

Vancouver Island Health Authority (Nanaimo Regional General Hospital) 1.0 FTE

Vancouver Island Health Authority (to be determined by the parties) 1.0 FTE

Fraser Health Authority (Surrey Memorial Hospital) 2.0 FTE

Fraser Health Authority (Royal Columbian Hospital) 1.0 FTE

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

In addition to the above positions, the Parties agree to create additional positions within Health Authorities/PHC as follows:

- effective the first pay period after April 1, 2026 – 4.8 FTE
- effective the first pay period after April 1, 2028 – 3.0 FTE

The FBA will distribute the additional FTE proportionately amongst the constituent unions. Location of the additional FTE will be determined by mutual agreement of the Parties.

[List to be completed at the conclusion of the redistribution discussion.]

- (2) HEABC and the FBA may redistribute the ~~twenty one point two (21.2)~~ dedicated shop stewards to meet changing needs by mutual agreement.
- (3) The FBA shall appoint the dedicated shop stewards from employees of the ~~facility Health Authority/PHC~~ in which they shall be appointed. The FBA shall notify the ~~Employer Health Authority/PHC~~ in writing of the appointment of dedicated shop stewards, the duration of the appointment, and of any changes to the appointment.
- (4) These positions are intended to operate on a regular schedule from Monday to Friday, unless the parties at a particular location mutually decide otherwise.
- (5) Dedicated shop stewards shall report to ~~Health Authorities/PHC~~ to the Employer for administrative purposes but shall take direction from the Union on performance of work.
- (6) ~~Health Authority/PHC's~~ Employer policies and the FBA Collective Agreement shall apply to dedicated shop stewards except as modified within this Article. Dedicated shop stewards shall follow all ~~Employer Health Authority/PHC procedures~~, including but not limited to staffing, scheduling, and timekeeping procedures.
- (7) ~~Health Authorities/PHC Employers~~ shall pay dedicated shop stewards at the rate of pay in their current classification during the appointment. Dedicated shop stewards are entitled to negotiated wage increases during the appointment.
- (8) ~~Health Authorities/PHC Employers~~ shall schedule dedicated shop stewards for thirty-seven and a half (37.5) hours of work per week. This position shall not incur overtime unless pre-authorized by the ~~Health Authority/PHC Employer~~.
- (9) Where practicable and agreed, the parties may assign one or more of the ~~twenty one point two (21.2)~~ dedicated shop stewards to provide support to other worksites within the respective ~~Health Authority/PHC Employer~~. Where dedicated shop stewards provide support to other worksites within the respective Employer ~~Health Authority/PHC~~, the

dedicated shop stewards shall use teleconferencing or video virtual conferencing provided by the ~~Employer Health Authority/PHC~~ to maximize efficiency and minimize cost. Any travel shall be pre-authorized by the ~~Employer Health Authority/PHC~~.

- (10) Dedicated shop steward's duties may include but are not limited to the following:
- a. Foster understanding and communication between the parties;
 - b. Reduce workplace differences short of arbitration;
 - c. Be available when needed to assist on workplace issues;
 - d. Investigating complaints;
 - e. Investigating grievances;
 - f. Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure;
 - g. Supervising ballot boxes and other related functions during ratification votes; and
 - h. Attending meetings.
- (11) Dedicated shop stewards shall be given first consideration in performing the Duties at the assigned worksite. If the dedicated shop steward is unavailable or unable to perform the Duties, the dedicated shop steward shall delegate the Duties to another shop steward.
- (12) Dedicated shop stewards shall revert to their previous status and job at the end of the appointment without a loss of seniority and accruals.
- (13) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the Union shall meet to discuss the appropriate means of addressing concerns.
- (14) HEABC and the FBA shall meet annually with a representative of each of the ~~Health Authorities/PHC~~ Employers to discuss and evaluate the effectiveness of dedicated shop stewards in improving labour/management relationships by reviewing the increased resolution of grievances and improved communication.

07.06.01 Criminal Record Check

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

Effective the first pay period after April 1, 2028, when an employee is required to obtain a Criminal Record Check as a condition of employment, the Employer shall pay or reimburse the employee for the cost of the fee, including the cost of finger printing, if required. The fee reimbursement shall not be prorated.

7.06.03 Registration, Certification and License Fees

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

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

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

Effective the first pay period after April 1, 2026, the allocation and administration of the Fund will cease, and where the Employer requires as a condition of employment employees' registration, certification or license with a provincial regulatory body, the Employer will reimburse regular and eligible casual employees the cost of the registration, certification and license renewal fee for the following occupations:

- a. Certified Dental Assistant (British Columbia College of Oral Health Professionals (BCCOHP))
- b. Pharmacy Technician (College of Pharmacists of British Columbia (CPBC))
- c. Orthopaedic Technologist (Canadian Society of Orthopaedic Technologists (CSOT))
- d. Power Engineer (Technical Safety BC)
- e. Protection Services Officer
- f. Protection Services Supervisor
- g. Building Security Officer

If a Criminal Record Check is included in the registration, certification and license fee, it will be eligible for reimbursement.

To be eligible for reimbursement, the casual employee shall work more than one thousand (1000) straight-time hours in the preceding calendar year.

The fee reimbursement shall not be prorated.

9.03.03 Removal of Disciplinary Documents

- a. Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- b. In cases where disciplinary documents relate to resident or patient abuse, or Article 4 – Respectful Workplace, the eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity/parental leave.

09.09.02 Roster

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

Paula Butler

Elaine Doyle

~~Judi Korbin~~

~~Julie Nichols~~

Vince L. Ready

Chris Sullivan

Tonie Beherral

Koml Kandola

Cathy Knapp

Allison Matacheskie

Najeeb Hassan

Trevor Sones

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

10.01 Roster

The following expedited arbitrators are appointed under the Collective Agreement:

Corinn Bell

Paula Butler

Elaine Doyle

Vince L. Ready

Ken Saunders

Chris Sullivan

Jacquie de Aguayo

Koml Kandola

Allison Matacheskie

Randy Noonan

Brett Matthews

Tonie Beherral

11.01 Composition of Board

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

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

The following arbitrators are appointed under the Collective Agreement.

~~Mark Brown~~

~~Judi Korbin~~

Vince L. Ready

Corinn Bell

Julie Nichols

John Hall

Jacquie de Aguayo

Brett Matthews

Stephen Kelleher

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

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

11.02 Dismissal/Suspension

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

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

~~Mark Brown~~

~~Judi Korbin~~

Vince L. Ready

Corinn Bell

Allison Matacheskie

Jacquie de Aguayo

Brett Matthews

Stephen Kelleher

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

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

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

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

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

12.03 Letters of Expectation

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

The eighteen (18) month period is extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of vacation and maternity/parental leave.

14.06 Re-Employment After Retirement

- a. Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged ~~employed~~ within three (3) calendar months of retirement, shall have their previous anniversary date maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.
- b. Where applicable, if an employee is re-employed within twelve (12) calendar months of retirement the Memorandum of Agreement re Keyboarding, Computer Software and Medical Terminology Testing applies.

14.10 Portability

14.10.01 Probation

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

Effective April 1, 2026, any employee whose employment terminates with an Employer party to this Collective Agreement (Employer A) (except employees dismissed for cause) and is employed within eighteen (18) months with Employer A or with another Employer party to this Collective Agreement (Employer B), then upon completion of their probationary period pursuant to Article 13, the employee shall be credited with portable benefits and seniority as defined below.

14.10.02 Portable Benefits

(a) Annual Vacations

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

(b) Sick Leave

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

(c) Special Leave

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

(d) ~~Benefit Enrolment~~

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

Employees who are working at two Employer parties to this Collective Agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within (12) months of their appointment to the regular position at Employer A (or B) if they want to port their service and service related banks. Effective April 1, 2026, this twelve (12) month period shall increase to eighteen (18) months.

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

14.10.03 Seniority

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

Employees who are working at two Employer parties to this Collective Agreement (Employer A and Employer B), who are successful on a regular posting at Employer A (or B), must voluntarily terminate their employment with Employer B (or A) within (12) months of their appointment to the regular position at Employer A (or B) if they want to port their seniority. Effective April 1, 2026, this twelve (12) month period shall increase to eighteen (18) months.

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

14.10.04 Effective sixty (60) days after the date of ratification the Employer will advise a new employee of portability entitlements in accordance with Article 14.10.

16.01 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information, provided that no employees shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) Notwithstanding (a) above, if a temporary absence is one of less than ninety (90) calendar days, the work of the absent employee may be performed by employees working in float pool positions, where float pools exist.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of at least fifteen (15) calendar

days and less than ninety (90) calendar days and the work is not being performed by a float employee, the position shall not be posted and instead shall be filled as follows:

- (i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this Article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second (2nd) vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made. An employee who accepts work under this provision is not eligible to work in another Article 16.01(c) assignment that conflicts with the accepted one. Employees in a probationary or qualifying period shall not be considered for a 16.01(c) assignment ~~in a different classification~~.
- (ii) by employees registered for casual work in accordance with the casual addendum.
- (iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (c)(ii) for a period of up to fifteen (15) calendar days.
- (d) Notwithstanding (a) above, if there is a temporary absence of up to fifteen (15) calendar days for a supervisory-level position, and the work is not being performed by a float employee, such temporary absence may be filled with a qualified regular employee who has indicated in writing their desire to work in such a position.
- (ed) If an employee leaves a position within thirty (30) calendar days of its commencement, the Employer will award the resulting vacancy to the next successful applicant pursuant to Article 14.01, without re-posting the vacancy.
- (fe) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.
- Where an employee declines an offer to work under (c)(i) the Employer need not offer the work again to that employee under (c)(ii), if they are also registered for casual work.
- (gf) Existing local agreements will be in force and effect (including termination clauses) unless changed by mutual agreement by the parties at the local level.
- (hg) Where the local agreement covering access to work by part-time employees (former "15.01c") does not contain a termination clause, the agreement may be terminated on giving of six (6) months' notice by either party.
- (h) By mutual agreement, the parties may vary the job posting process set out in Article 16.01.

16.05 Special Project Vacancies

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

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

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

16.12 Job Sharing

- (a) A "Job Share Agreement" refers to a specific written agreement between the Union, the Employer and two (2) employees who will be the job share partners. The parties will use the Standard Template Job Share Agreement, which may be modified by the Employer and the Union by mutual agreement. This agreement must be signed by all parties before a Job Share Agreement can be implemented. See Appendix #5 re Standard Template Job Share Agreement.
- (b) A regular full-time employee with a single 1.0 FTE position, unless modified by mutual agreement by the Employer and the Union, may request in writing to the Employer to job share that position (the "Job Shared Position") with one (1) other employee. The request may be approved at the Employer's discretion.
- (c) Upon approval, the Employer will communicate a notice in writing to elicit interest in a Job Share Agreement within the unit/department. The notice will make reference to Article 16.12 and the Appendix #5 Re: Standard Template Job Share Agreement.
- (d) Unless otherwise mutually agreed to by the Employer and Union, in order to be eligible for a Job Share Agreement the employee must be a regular employee who:
 - i) Is working within the unit/department;
 - ii) Is working within the same classification;
 - iii) Has completed their probationary or qualifying period;
 - iv) Is not currently participating in a Job Share Agreement; and
 - v) Is available to commence the job share within a reasonable time period.
- (e) An eligible employee interested in a Job Share Agreement will respond to the Employer in writing.
- (f) Should the number of employees responding exceed the number of positions available, the selection shall be based on seniority.
- (g) The successful job share partner will give up their presently held position.

- (h) The Job Shared Position will be treated as a single position with regards to rotations and job descriptions.
- (i) The Job Shared Position will appear on the schedule as two (2) separate part-time lines.
- (j) The Employer and the job share partners will determine the schedule and FTE allocation of the position. Each job share partner must hold a minimum of 0.4 FTE.
- (k) Both job share partners will be regular part-time employees, inclusive of benefits presently contained in the Collective Agreement unless otherwise specified in this Article.
- (l) The Employer agrees not to increase workload levels expected of job share partners for the sole reason the position is shared.
- (m) The job share partners will fulfill all duties and responsibilities of the Job Shared Position, which will be performed in accordance with the Employer's established policies, standards and procedures.
- (n) Employees participating in a Job Share Agreement shall not be entitled to access work under Article 16.01(c) and the Addendum – Casual Employees at times when they are otherwise regularly scheduled to work.
- (o) In the event either job share partner is absent from work, relief will be determined pursuant to the Collective Agreement. The job share partners may be required to relieve for each other where there is no other relief available.
- (p) Where employees in a unit/department vote on a proposed rotation, the job share partners will be considered impacted regular employees and may participate in the vote.
- (q) If a job fair as per Article 19.02 occurs in the unit/department with an active Job Share Agreement:
 - i) The job share partners will participate in the line selection based on their FTE in the job shared position and seniority.
 - ii) Job Share Agreements in the unit/department will be discontinued upon implementation of the new rotation.
- (r) If a job share partner leaves the Job Share Agreement (i.e. posts into another regular position, reverts to casual status or retires/resigns):
 - i) The Job Share Agreement is dissolved.
 - ii) The remaining job share partner shall be given the first opportunity to assume the Job Shared Position or request to job share the position per section 2 above. Upon approval, Employer will elicit interest in accordance with this Memorandum.
 - iii) During the period of time to find a replacement, the Employer may require the remaining job share partner to assume the Job Shared Position.
 - iv) If no other job share partner is confirmed, the remaining job share partner has the option to assume the Job Shared Position, post into another regular position, revert to casual status or resign.
- (s) In the event the Job Share Agreement is discontinued by the Employer, thirty (30) days written notice will be provided:

- i) The Job Shared Position will be offered in order of seniority to the job share partners.
 - ii) The remaining job share partner or the job share partners if neither select the Job Shared Position, will be displaced based on their FTE held in the Job Share Agreement.
- (t) Job Share Agreements in place at the time of ratification will continue under the terms already agreed to. If the Job Share Agreement is discontinued by the Employer or the job share partner(s), the Collective Agreement applies.

17.03.01 Options for Displaced Regular Employees

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

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

Employees in a consolidated service as per Appendix X #4 re Consolidated Services who have no option to bump within their worksite, shall have the option to register with any Health Authority/PHC within their worksite, for the purpose of applying for vacancies as an internal applicant for the duration of their layoff notice period.

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

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

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

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

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

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

19.04 Extended Work Day/Compressed Work Week Memorandum

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

Implementation of an extended work day/compressed work week schedule is subject to mutual agreement between the Employer and the Union, which will not be unreasonably denied, and will continue in effect unless either party provides written notice of thirty (30) days to terminate the extended work day/compressed work week schedule.

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

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

~~Upon approval, all employees must sign a waiver and copies will be provided to the Union and the Employer. An approved revised The rotation shall be implemented pursuant to Article 19.02.03 (b) through (g). By selecting a line in the job fair, the employee has agreed to the schedule with extended work hours.~~

- (b) Where a new unit/department is created, the Employer may implement an extended work day/compressed work week schedule subject to mutual agreement with the Union. Where there is mutual agreement, the Employer will identify the extended work hours on the job posting. Accepting the posting means the employee agrees to the schedule with extended work hours.
- (c) Variations to the Collective Agreement to provide for an extended work day/compressed work week schedule is outlined in the Memorandum of Agreement Re: Extended Work Day/Compressed Work Week Memorandum of Agreement.

Article 22 – Shift, Weekend and Trades Qualification Premiums

22.01 - Evening Shift Differential

- (a) ~~Effective April 1, 2022~~ Employees working the evening shift shall be paid a shift differential of one dollar and ninety cents (\$1.90) per hour for the entire shift worked. Effective the first pay period after April 1, 2028, the evening shift differential shall be increased to two dollars and five cents (\$2.05).
- (b) Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours).

22.02 – Night Shift Differential

- (a) Employees working the night shift shall be paid a shift differential of three dollars and twenty cents (\$3.20) per hour for the entire shift worked. Effective the first pay period after April 1, 2026, the night shift differential shall be increased to three dollars and forty cents (\$3.40).
- (b) Night shift will be defined as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

22.03 – Weekend Premium

- (a) ~~Effective April 1, 2022 a~~An employee shall be paid a weekend premium of two dollars and fifteen cents (\$2.15) ~~two dollars (\$2.00)~~ per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday. Effective the first pay period after April 1, 2028, the weekend premium shall be increased to two dollars and thirty cents (\$2.30). ~~The weekend premium shall be increased effective April 1, 2023 to two dollars and fifteen cents (\$2.15).~~

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

22.04 - Trades Qualification Premium

- (a) Regular employees classified in the trades job family, maintenance supervisor classifications who hold a trades qualification (TQ) ticket(s) as a requirement of their job, and who supervise trades, and licensed Power Engineers shall receive a TQ trades qualification premium of \$900 for one (1) TQ ticket or \$1300 for two (2) or more TQ tickets per year, pro-rated for part-time employees.
- (b) Effective the first pay period after April 1, 2026, the TQ premium for one (1) TQ ticket shall increase to fifteen hundred dollars \$1500, the TQ premium for two (2) TQ tickets shall increase to three thousand dollars \$3000, and a Field Safety Representative (FSR) certification is eligible if the certification is a requirement of the employee's job.
- (c) Effective the first pay period after April 1, 2026, casual employees are eligible for the Article 22.04 TQ premium, pro-rated for straight-time hours worked in the preceding calendar year. To be eligible for the TQ premium, the employee shall work more than one thousand (1000) straight-time hours in the preceding calendar year.

22.05 - Peer-to-Peer Support Allowance

- (a) Effective the first pay period after April 1, 2026, an employee designated by the Employer to provide support to at least one new employee in the same job shall be paid an allowance of fifteen dollars (\$15.00) for that new employee's first supernumerary shift.
- (b) For the purposes of this allowance, a new employee is defined as:
 - new to the Employer;
 - new to the FBA;
 - new to the worksite; and/or
 - new to a job and/or classification.
- (c) This allowance only applies when the new employee is supernumerary and the employee

receiving the allowance provides support in addition to their regular duties.

- (d) This allowance does not apply to employees whose assigned role already requires providing supervision, education and/or training.
- (e) The Employer may designate only one (1) employee to receive the allowance for providing support to the new employee(s).

Article 29 – Bereavement Leave

29.01

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family as defined below. Effective the first pay period after April 1, 2026 bereavement leave will increase to four (4) days. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employee's family.

- (b) Immediate family shall include:

- | | |
|---|------------------------------------|
| • <u>Child or step-child</u> | • <u>Sibling or sibling-in-law</u> |
| • <u>Parent, step-parent or foster-parent</u> | • <u>Grandparent</u> |
| • <u>Spouse</u> | • <u>Grandchild</u> |
| • <u>Parent-in-law</u> | • <u>Legal guardian</u> |
| • <u>Parent's sibling or their spouse</u> | • <u>Ward</u> |
| • <u>Any person who lives with an employee as a member of the employee's family</u> | |

Effective the first pay period after April 1, 2026 the above list shall also include:

- | | |
|-----------------------------|--|
| • <u>Common-law partner</u> | • <u>Foster child</u> |
| • <u>Co-parent</u> | • <u>Sibling or sibling-in-law's child</u> |

- (c) An Indigenous employee whose cultural practices provide an expanded understanding of immediate family shall be granted bereavement leave consistent with their cultural practices, in accordance with Article 33.
- (d) An employee (birthing and non-birthing parent) who has experienced a ~~loss~~ termination of pregnancy ~~after twenty (20) weeks~~ shall be entitled to leave under this Article.
- (e) Effective April 1, 2026, if a member of an employee's immediate family has been notified that death is imminent, the employee may use bereavement leave under this Article prior to the event of death. For clarity, "imminent" means the immediate family member has been admitted to hospice care, has been approved for medical assistance in dying (MAID), or has been advised by a physician that death is expected within three (3) months. Bereavement leave cannot exceed the entitlement in Article 29.01(a).
- (f) Such bereavement leave shall be granted to employees who are on other paid leaves of

absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

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

Article 30 – Special Leave

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

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

Special leave credits may be used for the following purposes:

- (1) Marriage Leave – five (5) days.
- (2) Parental/Adoption Leave – two (2) days.
- (3) Serious household or domestic emergency including injury or illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the injured or ill immediate family member - up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days' bereavement leave.
- (5) Leave of three (3) days may be taken for travel associated with bereavement leave.
- (6) Leave of up to five (5) days may be taken for absences resulting from the employee or the employee's dependent child having experienced domestic or sexual violence.
- (7) Effective the first pay period after April 1, 2026, attendance at the employee's Canadian citizenship ceremony – one (1) day per lifetime.

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

31.11 Cash Pay-Out of Unused Sick Leave Credits

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

An employee who retires or voluntarily leaves the workforce in accordance with the above after the first pay period after April 1, 2026, is to be paid in cash an amount equivalent to fifty percent (50%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

Article 33 – Ceremonial, Cultural, Spiritual, and Bereavement, and Special Leave for Indigenous Workers

Indigenous ~~employees~~workers 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.

33.01 – Definitions

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

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

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

"Immediate family" for the purposes of accessing Bereavement leave under Article 29.01 or Special Leave under Article 30 includes an Indigenous worker's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder*, or any individual an Indigenous worker considers family consistent with their Indigenous cultural practices.

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

33.02 Entitlement to Ceremonial, Cultural, and Spiritual Leave

- (a) ~~Effective April 1, 2022 a~~ An Indigenous worker may request up to ~~two (2)~~ five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual ~~practice(s) 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 worker's entitlement to leave under Article 29.01 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above). The number of days shall be increased to five (5) days per calendar year effective January 1, 2023. Effective the first pay period after April 1, 2028, the number of days shall be increased to six (6) days per calendar year.

- (b) Where an Indigenous worker requires more than the days of leave in (a) above for a ceremonial, cultural, or spiritual practice event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an worker may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of “immediate family”, above).
- (c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual practices events, the worker will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or practices events, the worker will make every effort to provide at least seven (7) calendar days’ notice of the leave.

35.08 Leave for Indigenous Child Care

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

- (a) an Indigenous governing entity; or
- (b) the Ministry of Children and Family Development (specifically as a kinship care provider)

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

An “Indigenous child” means a person:

- (a) who is under 19 years of age, and
- (b) who is a First Nations child, a Metis child, or an Inuit child, and includes:
- a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
 - a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

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

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

Article 37 – Occupational Health and Safety

The Employer and the Facilities Bargaining Association agree to cooperate in the

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

37.01 Joint Occupational Health and Safety Committee

(8) Education

- (a) Where an employee is appointed to serve on the JOHSC for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which they serve on the JOHSC.
- (b) This additional day of paid education leave will be used to attend health and safety courses sponsored by WorkSafeBC, SWITCH BC, or other courses mutually agreed to by the Employer and the Union at the local level, and will not be unreasonably denied.
- (c) Employees who are members of the JOHSC and Worker Health and Safety Representatives are entitled to an annual educational leave as outlined in the *Worker's Compensation Act*.
- (d) Employees who are members of the JOHSC and Worker Health and Safety Representatives shall be granted the OHS education leave per Article 37.01 (8) without loss of pay or receive regular wages. The Employer shall pay for, or reimburse the employee for, the cost of education.

37.02 Aggressive Patients/Residents

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour and provide employees with information in its possession necessary for the employee to safely carry out their duties. The Employer shall make every reasonable effort to ensure that sufficient, trained staff are present when any treatment or care is provided to such patients/residents.
- (b) ~~FBA -~~ Employees providing care to an aggressive patient/resident may provide input on the instructions for care of that patient/resident.
- (c) The In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed, or at the request of the employees. The appropriate Joint Occupational Health and Safety Committee (JOHSC) will be consulted on the curriculum. ~~FBA -~~ Employees providing care to an aggressive patient/resident may provide input on the topics for in-service.

- (c) The Employer shall keep a record of all Code White incidents. The JOHSC will review all incidents and recommend preventative actions. The JOHSC shall refer to both the local Employer Code White response plan and the OHSAA Guidelines: Code White Response Best Practice Guide in investigations of Code White incidents.

37.06 Working Alone or in Isolation

- (a) The Joint Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury or illness where the employee might not be able to secure assistance in the event of injury or illness. The Committee shall have the right to make recommendations to the Employer regarding such procedures.
- (b) The Employer will communicate to impacted employees the working alone risk assessment, completed in accordance with the provisions of the Occupational Health and Safety Regulation, identifying the hazards and the actions taken to eliminate or minimize the risks. If the employee has concerns with the actions taken by the Employer to eliminate or minimize the hazard, the employee may raise their concerns and suggestions with their supervisor, the Joint Occupational Health and Safety Committee or through the appropriate Employer OHS reporting process.

37.07 Employee Workload

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

37.08 Regional Workload Committee

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

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

- (4) Employers are not required to create administrative systems in order to generate the above data. Employers will provide the data listed above in an electronic and sortable format.
- (5) Following the data being provided, the parties will jointly review the information.
- (6) The parties shall discuss a variety of workload solutions including but not limited to the regularization of hours, prioritization of work, and process review.
- (7) To discuss regularization of hours on a unit/department, the Union may request from the Employer additional relevant and reasonable information, which may include vacancies, leave utilization, types of hours worked and previous schedules. Such requests will not be unreasonably denied.

- (7 8) The Employer may create regular positions, or add hours to existing regular part-time positions. This approach may include the creation of vacation relief or float positions.
- (8 9) The Employer and the Union(s) shall make every effort to exchange a written agenda at least two (2) weeks prior to the meeting.

37.09 Employee Safety

- (a) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and *Occupational Health and Safety Regulation*.
- (b) The Employer shall provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (c) The Employer agrees to provide to employees violence prevention training based on the Provincial Violence Prevention Curriculum (PVPC) program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, the curriculum may be completed during scheduled work hours. By mutual agreement between the Employer and employee, these modules may be completed outside of regular scheduled work hours. The modules and in-person sessions of the program that are applicable to the employee according to the program shall be considered an in-service under Article 32.02.
- (d) The Employer shall provide appropriate violence prevention refresher training to employees as required by the Employer. When an employee requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the employee and their department or unit. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Article 32.02.
- (e) Employees who experience harassment extending from incidents related to patient/resident or visitor at the workplace may report the situation through the Employer's OHS incidents reporting system or file a complaint pursuant to the Employer's respectful workplace policy.
- (f) Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafeBC.
- (g) If employees are or may be exposed to biological agents, chemicals or substances, including regulated and unregulated substances, while performing their duties, the Employer will complete a risk assessment and implement controls to eliminate or minimize the identified risk. If required by the risk assessment, suitable personal protective equipment (PPE) is to be used as a control measure. Employees are to be educated/trained for safe use of the required PPE. If an employee is concerned about how the Employer is managing the risk, the employee will raise their concern with their supervisor, the Joint Occupational Health and Safety Committee, or through the Employer OHS reporting process for follow up.

Delete the Memorandum of Agreement Re: Manual Lifting and amend the collective agreement by changing the following Article:

37.11 Ergonomics and Manual Lifting

- (a) For all new and renovated offices, pods, or work areas, the Employer, in consultation with the JOSH JCJHSC, shall conduct a risk assessment and evaluate whether adjustable workstations (adjustable height monitors and desks/keyboards) are required. There shall be adequate space between workstations for equipment and workers to move around safely. The definition of adequate will be based on existing building guidelines, codes, and standards, with input from the JOHSC and employees doing the work.
- (b) Within thirty (30) days of an employee's request, the Employer shall commence a risk assessment process to determine if an employee's workstation is of adequate size and functionality.
- (c) The Parties agree to a goal of eliminating all unsafe manual lifts of patients/residents through the use of mechanical equipment, except where the use of mechanical lifting equipment would be a risk to the well-being of the patients/residents.
- (d) The Employer shall make every reasonable effort to ensure the provision of sufficient trained staff and appropriate equipment to handle patients/residents safely at all times, and specifically to avoid the need to manually lift patients/residents when unsafe to do so. If the use of mechanical equipment would be a risk to the well-being of the patients/residents, sufficient staff must be made available to lift patients/residents safely.

37.14 Critical Incident Stress Defusing

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

37.15 Supervisor OHS Training

- (a) In accordance with the *Workers Compensation Act* to carry out supervisory duties, the Employer will provide supervisory OHS 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. The training will include an annual refresher.
- (b) The Employer will provide the necessary supervisor OHS training to employees within the

employee's qualifying period in the supervisory role.

- (c) Within six (6) months of ratification, the Employer in consultation with the Union, will develop an action plan for supervisor OHS training which must be implemented within one (1) year of ratification. For Affiliate Employers, the consultation will occur at the local level.

Amend the collective agreement by updating Appendix #1 – Information – Extended Health Care Plan and Appendix #2 – Information – Dental Plan, to reflect the current benefit provided by the JFBT and changing the following Article:

Article 38 – Health Care Plans

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

38.01 Medical Plan

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

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

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

38.02 Dental Plan

The Joint Facilities Benefits Trust (JFBT) provides Dental Plan benefits to the eligible employees and all employers are required to participate in the JFBT. See www.jfbt.ca for information regarding benefits coverage.

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

dental plan.

38.03 Extended Health Care Plan

The Joint Facilities Benefits Trust (JFBT) provides Extended Health Care Plan benefits to the eligible employees and all employers are required to participate in the JFBT. See www.jfbt.ca for information regarding benefits coverage.

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

Article 39 – Long-Term Disability Insurance Plan

39.01 The Joint Facilities Benefits Trust (JFBT) provides Long-Term Disability Insurance Plan benefits to eligible employees and all employers are required to participate in the JFBT. See www.jfbt.ca for information regarding benefits coverage. Employer shall provide a mutually acceptable long-term disability insurance plan.

39.02 ~~The plan shall be as provided in the Addendum Long Term Disability Insurance Plans.~~

39.03 ~~The Employer shall pay one hundred percent (100%) of the premium.~~

Article 40 – Group Life Insurance

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

40.01 The Joint Facilities Benefits Trust (JFBT) provides Group Life Insurance to eligible employees and all employers are required to participate in the JFBT. See www.jfbt.ca for information regarding benefits coverage. The Employer shall provide a mutually acceptable group life insurance plan.

40.02 ~~The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.~~

40.03 ~~The plan shall include provision for employees to continue the payment of premiums after retirement or termination.~~

~~40.04 The plan shall also include coverage for accidental death and dismemberment.~~

~~40.05 The plan shall be as provided in the Addendum Group Life Insurance Plan.~~

~~40.06 The Employer shall pay one hundred percent (100%) of the premium.~~

48.03 Wage Schedule

The pay rate (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Collective Agreement, from April 1, ~~2025~~2022 to March 31, ~~2029~~2025.

MEMORANDUM OF AGREEMENTS

Re: Best Practice Tools to Respond to Workload

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

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

By December 1, 2026, the committee will provide a written report to HEABC and the FBA describing their actions and outcomes, how the outcomes met the Memorandum objectives, and recommendations on next steps.

Re: Days of Cultural or Religious Significance Working Group

- A. The Parties agree that many of the current recognized holidays are centered around Christian and/or colonial holidays and therefore may not be meaningful or significant to some employees in the bargaining unit.
- B. In the spirit of equity, decolonization, and inclusion the Parties agree to form a Days of Cultural or Religious Significance Working Group (the "Working Group") to both design and oversee the implementation of a pilot project that will assess resources and other commitments needed to grant flexible cultural or religious days of significance to employees.
- C. The Working Group will consist of six (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.
- D. 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 27.01 for days of significance to them.
- E. 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.
- F. The Working Group will oversee the following:
 - i. The pilot project will consider multiple areas/locations, and, if possible, will include at least one large, one small and one affiliate/community area/location, or as otherwise identified by the Working Group.
 - ii. The Working Group will ensure that the pilot project commences at the designated areas/locations by September 2026, or such other date as agreed by the Working

Group, and will last one year.

- iii. The pilot project will include all recognized holidays under Article 27.01, subject to determination by the Working Group.
- iv. The pilot project will not affect the aggregate entitlement to days off or pay for the pilot participants.
- v. Employers will not incur additional costs as a result of participating in, implementing, and/or operationalizing the pilot project.
- vi. Participating Employers will have the ability to reasonably deny requests, and/or redeploy participating employees if their worksite is closed on the exchanged holiday. Employers are not expected to open an otherwise closed worksite for an employee participating in the pilot project.
- vii. The Working Group will assess and evaluate the effectiveness of the pilot and report back to the Parties at the conclusion of the pilot project.

G. This Memorandum is effective for the term of the Collective Agreement.

Re: Cultural Revitalization for Indigenous Workers

The Parties recognize the importance of reconciliation and are committed to advancing the Truth and Reconciliation Commission's Calls to Action. In particular, the Parties recognize the benefits to the healthcare system and the importance of providing tangible support for Indigenous workers in accessing cultural revitalization opportunities, including Indigenous language learning.

Therefore, the Parties agree to allocate, on a one-time-basis, \$700,000 to establish an *Indigenous Cultural Revitalization Fund* (the "Indigenous Revitalization Fund" or "IRF").

The IRF will be established following collaboration between the FBA and Health Authority/PHC Indigenous health leadership regarding principles and considerations that should inform proposed IRF initiatives. In considering IRF initiatives, it may be appropriate to engage with a First Nation or First Nations communities in developing, applying and/or validating these considerations.

The Indigenous Revitalization Fund will be administered by the FBA to provide tangible support to Indigenous workers accessing cultural revitalization opportunities. The funding may be used for programs including but not limited to:

1. Financial support for employees participating in Indigenous language programs or cultural revitalization initiatives.
2. Cultural knowledge holder or land-based learning programs.
3. Courses or training that deepens understanding of Indigenous knowledge and practices.
4. Culturally appropriate support programs to guide Indigenous workers in:
 - Cultural reconnection and wellness.
 - Navigating systemic barriers within the workplace.

Workers seeking to take unpaid leave to attend any approved programs supported through the IRF will submit requests for leave to their employers with as much notice as possible. Requests will be granted subject to operational requirements. Employers may grant continuation of benefits beyond 20 days of unpaid leave.

Alternatively, or in conjunction with an unpaid leave request, workers may apply to use their paid leave entitlements under Article 33 Ceremonial, Cultural, Spiritual, Bereavement, and Special Leave for Indigenous Workers or draw from their available vacation and overtime banks, as applicable, to take paid leave to attend programs offered under the IRF.

The FBA will share annually with HEABC the remaining year-end balance of the fund and by employer a summary of the cultural revitalization opportunities supported by the IRF.

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

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

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

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

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

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

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

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

The Ministry of Health ~~will~~ has established the Forum ~~and present the Terms of Reference that will set out the~~ with the following purpose:

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

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

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

Re: Diversity, Equity and Inclusion Working Group

1. The parties agree that addressing and improving diversity, equity and inclusion (D.E.I.) 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 stopping harm and fostering ~~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~~ continue a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts, people with lived experiences, 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~~ [new agreement term].
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~~ interest holders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
 - Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;
 - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
 - The parties will continue to work cooperatively to support implementation and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education, employer or Ministry of Health personnel, and/or policy change. Topics of training and education may include (but is not limited to) anti-racism, gender and sexual diversity, anti-harassment, and disability awareness. 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.~~

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

Preamble

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

Employee-Initiated Rotation Proposals

1. With support from impacted regular employees and approval from their Union, employees may jointly propose rotation revisions once per year for a unit/department except where the Employer has implemented a rotation within twelve (12) months.
2. Where a rotation contains occurrences of six (6) consecutive shifts, employees and the Union may make efforts to reduce the number of occurrences of six (6) consecutive shifts.
3. On request, the Employer shall provide the staffing levels, classifications, hours and days of operation, and other unit/department-specific requirements necessary to propose revisions to the rotation.
4. Employees may propose a revised rotation to the Employer that both satisfies the Employer's operational requirements and is either compliant with the Collective Agreement or presented to the Employer with a waiver of Collective Agreement scheduling requirements signed by the Union. HEABC and the FBA shall develop a mutually agreed waiver. The proposed rotation shall be provided in the Employer's rotation format. The Union shall support employees in developing a proposed rotation.
5. The Employer shall review the proposed rotation to ensure that it is consistent with service delivery needs, and staffing requirements and shall respond within thirty (30) calendar days.
6. If the Employer approves the proposed rotation, the Employer and Union shall jointly conduct a vote among impacted regular employees regarding the original rotation and the proposed rotation. The proposed rotation must be approved by seventy-five (75) percent of the regular employees.
7. An approved revised rotation shall be implemented pursuant to Article 19.02.03 (b) through (g).

Rotation Support Fund

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

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

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

This MOA shall expire on March 31, 2029 unless HEABC and the FBA mutually agree to extend. The HEABC and FBA shall evaluate the success of employee-initiated rotation proposals prior to proposing extension of this MOA. The success of this MOA shall be evaluated through the examination of factors such as the tools developed and the amount of rotation support requests and rotations developed.

Re: Extended Health Benefits – Mental Health Coverage

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

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

Delete the Memorandum of Agreement Re: Facilities Subsector Wage Comparability Review and add the following Memorandum of Agreement:

Re: Facilities Subsector Wage Comparability Funding

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

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

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

WHEREAS as part of the 2022-2025 Collective Agreement, the parties conducted a Wage Comparability Review between the Collective Agreement and other relevant BC public sector comparators to identify wage comparability issues, identify options to address identified issues, and allocate available funds to address identified priority issues.

Additionally, the parties were to develop a joint report to Government with recommendations and funding requirements for addressing wage comparability in bargaining for the renewal of the 2022-2025 Collective Agreement; and

WHEREAS the parties worked collaboratively to identify wage comparability issues, agreed to interim wage adjustments in 2023 and 2024 as a first step in addressing wage comparability issues for lower wage-rated classifications, and the FBA and HEABC submitted separate reports to the Government with information and recommendations to determine and address wage comparability in bargaining for the renewal of the 2022- 2025 Collective Agreement;

THEREFORE the parties agree to take next steps in addressing wage comparability issues between the Collective Agreement and other relevant BC public sector comparators, in accordance with this Memorandum:

1. To address identified priority wage comparability issues during the term of the Collective Agreement, the parties agree to allocate the following annualized, ongoing funding (the "Fund") in each fiscal year to provide wage adjustments, inclusive of associated wage-related costs:

<u>a.</u>	<u>2025/2026</u>	<u>\$18,000,000</u>
<u>b.</u>	<u>2026/2027</u>	<u>\$11,200,000</u>
<u>c.</u>	<u>2027/2028</u>	<u>\$19,300,000</u>
<u>d.</u>	<u>2028/2029</u>	<u>\$12,000,000</u>

The Fund's allocation for each fiscal year will be effective the first pay period after April 1 in the applicable year.

2. The Fund is intended to be used for wage comparability adjustments and cannot be used for a general wage increase. This Memorandum does allow for all classifications to receive an adjustment, subject to agreement by the parties.
3. The parties will:
 - a. By June 30, 2026, determine a process to revise wage comparability information and identify any wage comparability issues, which will be informed by the pay equity principles and framework for job evaluation factors in Article 49 – Pay Equity of the Collective Agreement;
 - b. Using the process in (a) above, determine the allocation of the Fund to make adjustments to identified grids on the General Wage Schedule on a permanent basis, effective the first pay period after April 1, 2025 and April 1, 2026. The Parties will meet annually thereafter prior to February 1 each year to determine the allocation of the Fund for future years;
4. To assist the parties in resolving disputes that may arise, the parties shall appoint Jacquie de Aguayo as arbitrator (the "Arbitrator") to decide matters on an expedited basis. The Arbitrator may assist the parties in mediating disputes. Should the parties be unable to reach agreement, the Arbitrator shall make a final determination on the allocation of the Fund.

5. Should the parties engage in dispute resolution, the parties shall equally share the costs of the fees and expenses of the Arbitrator.
6. The parties recognize that wage comparability cannot be achieved in this Collective Agreement. To that end, in addition to all other provisions of this Memorandum of Agreement, it is agreed that to support further progress on wage comparability:
 - a. a dollar amount equivalent to not less than one and one half percent of wages and wage impacted benefits (as determined by the PSEC Secretariat) (the "First Future Wage Comparability Funds") will be provided and applied to the first renewal of the Collective Agreement that replaces the 2025-2029 Collective Agreement (the "First Future Collective Agreement"). Half of the guaranteed one and one half percent increase dollar amount will be effective in Year 1 of the First Future Collective Agreement, with the other half being effective in Year 2 of the First Future Collective Agreement; and
 - b. a dollar amount equivalent to not less than two percent of wages and wage impacted benefits (as determined by the PSEC Secretariat) (the "Second Future Wage Comparability Funds") will be provided and applied to the subsequent renewal of the Collective Agreement that replaces the First Future Collective Agreement (the "Second Future Collective Agreement"). Half of the guaranteed two percent increase dollar amount will be effective in Year 1 of the Second Future Collective Agreement, with the other half being effective in Year 2 of the Second Future Collective Agreement.

The First Future Wage Comparability Fund will be payable following ratification of the First Future Collective Agreement, and the Second Future Wage Comparability Fund will be payable following ratification of the Second Future Collective Agreement. These funds will be in addition to the general public sector mandates (the "General Mandate") that apply to the FBA.

Re: FBA Education Fund

Allocate one and a half million dollars (\$1,500,000.00) for each year on:

- April 1, 2022
- April 1, 2023
- April 1, 2024
- April 1, 2026
- April 1, 2027
- April 1, 2028

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

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

The Ministry of Health believes, as set out in the 2014 report entitled, 'Setting Priorities for the

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

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

Delete the Memorandum of Agreement Re: Public Sector Wage Increases and add the following Letter of Agreement.

Re: FBA Net Compensation Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement in respect of a bargaining unit for which a trade union is certified under the BC Labour Relations Code, with an effective date after December 31, 2024 and the first four years of the collective agreement under the Balanced Measures Mandate includes cumulative nominal (not compounded) net compensation increases (NCIs) that, in accordance with how NCIs are defined and calculated in this LOA, are paid out and exceed the sum of the NCIs that are paid out in the 2025 FBA Agreement, the total NCIs paid out will be adjusted on the fourth anniversary of the collective agreement so that the cumulative nominal NCIs are equivalent.
2. Unless otherwise specified in this LOA, an NCI is an increase to the total compensation envelope in the form of a wage or benefit increase that is expressed as a percentage increase to the combined wages and wage-impacted benefits (W&WIB) compensation base for the bargaining unit. For clarity, a 3% GWI also equals a 3% NCI as it increases wages and wage-impacted benefits by 3%. For further clarity, if an increase is only applied to wage-impacted benefits (WIB) in a collective agreement, such as a 5% increase to WIB, it would be the percentage increase it represents to the overall W&WIB compensation base, e.g. 0.1%, that would be treated as the NCI.
3. For the purposes of this LOA, the value of any flexibility allocations and any increase to non-wage impacted benefits shall be determined in accordance with the following steps:
 - i. The value shall be calculated based on the percentage increase represented to the overall total compensation base, including non-wage-impacted benefits;
 - ii. The value in (i) above shall then be treated as the NCI value. For clarity, a 0.2% flexibility allocation shall be treated as a 0.2% NCI, notwithstanding the fact that a 0.2% flexibility allocation is applied to the overall compensation base and may be greater than a 0.2% increase to the W&WIB compensation base.
4. The sum of all GWIs and the flexibility allocation for the FBA under the four-year Balanced Measures Mandate equals 12.4% for the purpose of this LOA. The overall NCI for the FBA

shall also comprise of all other negotiated increases contained in the four-year 2025 FBA collective agreement, including wage comparability increases.

5. For clarity, NCIs do not include low wage and benefit redress adjustments for the CBA, the CSSBA or any BCGEU bargaining unit; mid-contract labour market adjustments for specific occupations agreed to post-ratification to address critical skills shortages that have emerged or worsened since bargaining; increases for the CUPE 873 Ambulance Paramedics bargaining unit; compensation increases that are funded by equivalent collective agreement savings; policy funding that is not directly tied to a collective agreement; increases resulting from an employer being designated as a public sector employer under the *Public Sector Employers Act*; relief from provisions in a prior collective agreement that were to become effective after the term of the prior collective agreement for the NBA collective agreement only; increases awarded through binding interest arbitration; or any grievance resolutions.
6. Notwithstanding the list of exclusions in paragraph 5, all new compensation and benefit increases received by the Public Service BCGEU during the term of the 2025 FBA Agreement shall count as NCIs, with the exception of any market adjustments and incentive payments that were in effect as of October 25, 2025 and are subsequently renewed. If any new Public Service BCGEU mid-contract increases are included in the calculation of the Public Service BCGEU's overall NCIs, then any new FBA mid-contract increases shall also be included.
7. Subject to paragraph 11 below, it is understood that the costing decisions and assumptions made by the Public Sector Employers' Council (PSEC) Secretariat in relation to the NCIs, in any collective agreement are based on the information available at the time the PSEC Secretariat reviewed the changes to the collective agreement prior to the parties reaching a tentative agreement. All decisions made by the PSEC Secretariat must be in good faith and all costing assumptions must be reasonable. Any costing review conducted in accordance with paragraph 11, must be based on the utilization rates and other assumptions that were reasonably available at the time, rather than unforeseen subsequent changes or newer data.
8. During the term of the 2025 FBA Agreement, PSEC Secretariat shall notify the FBA of any mid-contract labour market adjustment provided to other public sector bargaining units, and, in accordance with paragraph 2 of the LOA, the corresponding value of the net compensation increase it represents.
9. For clarity, a GWI is an increase that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.30 per hour, \$400 per year, or 1% increase).
10. If this LOA is triggered pursuant to paragraph 1, the manner in which the NCI adjustment is paid out must be agreed to by the parties. If the parties cannot agree, the matter will be referred to an arbitrator as per paragraph 11.
11. Any disputes related to the interpretation, application, or alleged violation of this LOA, including any decisions made by the PSEC Secretariat in relation to it, may be referred directly to an arbitrator mutually agreed to by the parties.
12. This Letter of Agreement will be effective during the term of the 2025 FBA Agreement.

Re: FBA & HEABC Reallocation of Ambassador Education Fund Agreement

The Parties established a fund for education and/or training opportunities for employees affected by the cessation of the Ambassador Program ("the Ambassador Education and Training Fund" or the "Funds").

The Parties agree to reallocate funds from the Ambassador Education and Training Fund in the following manner:

<u>a.</u>	<u>Mentor Position Pilot Project</u>	<u>\$550,000</u>
<u>b.</u>	<u>Rotation Support Fund</u>	<u>\$1,050,000</u>
<u>c.</u>	<u>EDMP Administration</u>	<u>\$1,700,000</u>
<u>d.</u>	<u>Indigenous Cultural Revitalization Fund (the "IRF")</u>	<u>\$700,000</u>
<u>e.</u>	<u>Regularization Working Group (held by HEABC)</u>	<u>\$100,000</u>
	<u>Total</u>	<u>\$4,100,000</u>

The reallocation of Funds described above are one-time only.

Any restrictions, provisions, or reporting requirements that apply to the receiving fund (i.e. Rotation Support Fund, EDMP Administration, or IRF) will similarly apply to the one-time funds being transferred.

MEMORANDUM OF AGREEMENT

between

MINISTRY OF HEALTH (MOH)

and

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

Re: HEABC Membership for Unionized Long-Term Care and Assisted Living (LTC/AL) Operators

WHEREAS in 2009, government implemented a policy that removed mandatory membership in HEABC for publicly funded LTC/AL operators that were members of HEABC at the time, which allowed contracted operators to negotiate lower cost collective agreements;

WHEREAS government has identified that the lower cost collective agreements subsequently contributed to recruitment and retention challenges that were greatly exacerbated by the COVID-19 pandemic;

WHEREAS to stabilize the delivery of LTC/AL during the pandemic, since April 2020 MOH has provided wage-levelling funding to all non-HEABC contracted LTC/AL operators to enable employees at these facilities to be paid the wage rates in the HEABC collective agreements;

WHEREAS government has recently announced that it will no longer provide wage levelling to fully privately funded LTC/AL operators;

WHEREAS government has recognized that common wages, benefits and working conditions for unionized staff supports a caring, well trained and qualified workforce that delivers a consistent provincial standard of care for all seniors.

THEREFORE, the parties agree:

1. For purposes of this Memorandum of Agreement, “HEABC membership criteria” are that the organization is a Health Organization (as defined in the HEABC Bylaws) which, directly or indirectly, receives the majority of its funding from the provincial government for the provision of services valued at \$250,000 or more annually.
2. MOH commits to continue providing wage leveling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria, MOH retains the ability to end wage leveling on ninety (90) days notice.
3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage leveling funding is contingent on no subcontracting of work currently performed by unionized staff.
4. MOH will coordinate with the Public Sector Employers’ Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.
5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the FBA by February 1, 2026.
6. Within sixty (60) days of ratification, HEABC and FBA will meet for the purpose of negotiating a template Transition Agreement for the transition of employees of new HEABC members in the Facilities bargaining unit to the FBA Collective Agreement.

7. MOH will create a transition schedule to support a phased transition to HEABC membership over a two (2) year timeframe (October 1, 2026 to September 30, 2028).
- Phase One (October 1, 2026 – September 30, 2027) will target to include fifty percent (50%) of all LTC/AL operators with unionized employees that meet HEABC membership criteria;
 - Phase Two (October 1, 2027 – September 30, 2028) will target to include the remainder of operators with unionized employees that meet HEABC membership criteria.
8. In alignment with the transition schedule, MOH will submit periodic requests to Government to amend the Health Care Employers Regulation.

Re: Health Career Access Program (HCAP)

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

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

~~The Ministry of Health has committed to continue HCAP to the end of 2024/25 2028/29 with a funding commitment for up to 3,000 positions per year, which includes both Facilities Subsector and Community Subsector positions. HCAP will continue to focus on Health Care Support Workers in long-term care, assisted living, and home and community care, however the Ministry of Health may expand HCAP into and acute care and to up to two (2) other Facilities Subsector professions, with an initial allocation of up to 200 of the available positions to those profession(s).~~

The Ministry of Health will assess HCAP, including the retention rates and job status of HCAP participants during and following participants' Return of Service (ROS). The Ministry of Health will engage the FBA semi-annually on this information.

Re: Indigenous Grievance and Arbitration Working Group

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;
- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the “Provincial ISAR Forum”).

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous workers. Therefore, the parties acknowledge the importance of reviewing these processes to create culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and promote a “speak-up” culture in health care.

By April 1, 2026, HEABC will convene a coordinated and integrated Indigenous Grievance and Arbitration Working Group (the “Working Group”). The Working Group will review the current state of the grievance and arbitration processes and develop provincial and sector-wide recommendations on the grievance and arbitration processes that:

- takes a distinctions-based approach;
- promotes Indigenous-specific anti-racism by embedding Indigenous rights;
- advances cultural safety;
- encourages a ‘speak up’ culture; and
- maintains respect and collaboration.

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;
- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

The Working Group, or a sub-committee of the Working Group, will prioritize the development of joint recommendations regarding opportunities for Indigenous workers to request the involvement

of an Elder or another respected member of the Indigenous community in grievance procedures and/or other meetings with employers. Such recommendations will be issued by March 31, 2029, and will consider, among other things:

- the value and support this involvement would provide Indigenous workers;
- the cultural and emotional safety of Elders or respected community members;
- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, workers, and Employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and
- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

The above work does not prevent an employer, union, and Indigenous worker from agreeing locally in advance to facilitate the attendance of an Elder or another respected community member in a grievance process or meeting.

Re: Indigenous-Specific Mental Health and Substance Use Support and Resources

Upon ratification, the Parties will make a joint recommendation to the Joint Facilities Benefits Trust (JFBT) as follows:

The FBA and HEABC jointly request that, if and when the trustees of the JFBT determine, in accordance with the trust's funding policy and the trustees' fiduciary duties, that the funding status of JFBT would reasonably permit the modification of the extended health care benefits, the trustees consider modifying the benefits plan to provide coverage for some or all of the costs of Indigenous-specific mental health and substance use support services that are not presently covered. Such services may include, but not be limited to, counselling, short and long-term healing programs, and medical-related travel expenses.

The FBA and HEABC further recommend that the trustees explore whether any such modifications to the plan can be structured in such a way that the services of Indigenous health organizations and service providers are included in the coverage wherever possible.

This MOA will be satisfied once the above-described joint recommendation is provided to the JFBT.

Re: Indigenous Workforce Committee

To further the recruitment, retention and advancement of Indigenous workers, a provincial Indigenous Workforce Committee (the “Committee”) will be established for the purpose of sharing and discussing Indigenous workforce planning activities and initiatives across the health sector, including, but not limited to:

- Programs supporting the recruitment and retention of Indigenous workers;
- Career path counselling for Indigenous workers;
- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous workers’ access to leadership roles.

The Committee will be a subgroup of the provincial forum established under the MOA Re: Declaration of the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare and will be made up of a representative from each public sector healthcare bargaining association and a representative from each health authority/PHC, with secretariat support from HEABC. The Committee may include representatives from the Ministry of Health or any other interested parties mutually deemed to be appropriate members of the Committee. The Committee will be led by two rotating cochairs, one bargaining association representative and one health authority/PHC representative.

The Committee will be struck within 120 days after all health-sector 2025-2029 collective agreements have been ratified, and will meet on a quarterly basis. The Committee will report to the forum providing periodic updates.

MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

on behalf of:

Interior Health Authority, Arrow Lakes Hospital, Nakusp
Interior Health Authority, Halcyon Community Home, Nakusp
Interior Health Authority, Slocan Community Health Care Centre, New Denver
Interior Health Authority, Victorian Community Health Centre of Kaslo, Kaslo
Northern Health Authority, Acropolis Manor, Prince Rupert
Northern Health Authority, Bulkley Lodge, Smithers
Northern Health Authority, Bulkley Valley District Hospital, Smithers
Northern Health Authority, Chetwynd General Hospital
Northern Health Authority, Dawson Creek and District Hospital
Northern Health Authority, Fort Nelson General Hospital

Northern Health Authority, Fort St. John General Hospital and Health Centre
 Northern Health Authority, Hudson's Hope Health Centre
 Northern Health Authority, Kitimat General Hospital
 Northern Health Authority, Lakes District Hospital and Health Centre, Burns Lake
 Northern Health Authority, Mackenzie and District Hospital
 Northern Health Authority, Northern Haida Gwaii Hospital and Health Centre
 Northern Health Authority, McBride and District Hospital
 Northern Health Authority, Mills Memorial Hospital, Terrace
 Northern Health Authority, Peace Villa, Fort St. John
 Northern Health Authority, Prince Rupert Regional Hospital
 Northern Health Authority, Haida Gwaii Hospital & Health Centre
 Northern Health Authority, Rotary Manor, Dawson Creek
 Northern Health Authority, Stikine Health Centre, Dease Lake
 Northern Health Authority, Stuart Lake General Hospital, Fort St. James
 Northern Health Authority, Terraceview Lodge, Terrace
 Northern Health Authority, Tumbler Ridge Health Centre, Tumbler Ridge
 Northern Health Authority, Valemount Health Centre
 Northern Health Authority, Wrinch Memorial Hospital, Hazelton
 Vancouver Coastal Health Authority, Bella Coola General Hospital
 Vancouver Coastal Health Authority, R.W. Large Memorial Hospital, Waglisla
 Vancouver Coastal Health Authority, qathet General Hospital/Evergreen Extended Care, Powell River
 Vancouver Coastal Health Authority, Willingdon Creek Village, Powell River
 Vancouver Island Health Authority, Gold River Health Clinic
 Vancouver Island Health Authority, Port Alice Health Centre
 Vancouver Island Health Authority, Port Hardy Hospital
 Vancouver Island Health Authority, Port McNeill and District Hospital
 Vancouver Island Health Authority, Cormorant Island Community Health Centre, Alert Bay
 Vancouver Island Health Authority, Tahsis Hospital
 Vancouver Island Health Authority, Tofino General Hospital
 Vancouver Island Health Authority, Zeballos Health Unit, Zeballos
 and

FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Isolation Travel Allowance

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

Effective the first pay period after April 1, 2028, employees that work in the following locations shall have the isolation travel allowance applied:

<u>Alert Bay</u>	<u>Haida Gwaii</u>	<u>Powell River</u>
<u>Bella Bella</u>	<u>Hazelton</u>	<u>Prince Rupert</u>
<u>Bella Coola</u>	<u>Hudson Hope</u>	<u>Sechelt</u>
<u>Burns Lake</u>	<u>Kaslo</u>	<u>Smithers</u>
<u>Chetwynd</u>	<u>Kitimat</u>	<u>Tahsis</u>
<u>Dawson Creek</u>	<u>MacKenzie</u>	<u>Terrace</u>
<u>Dease Lake</u>	<u>McBride</u>	<u>Tofino</u>
<u>Fort Nelson</u>	<u>Nakusp</u>	<u>Tumbler Ridge</u>
<u>Fort St. James</u>	<u>New Denver</u>	<u>Valemount</u>
<u>Fort St. John</u>	<u>Port Alice</u>	<u>Vanderhoof</u>
<u>Gibsons</u>	<u>Port Hardy</u>	<u>Zeballos</u>
<u>Gold River</u>	<u>Port McNeill</u>	

Re: Long-term disability (LTD) Plan Benefits – LTD Medical Documentation Expenses

Upon ratification, the Parties will make a joint request to the Joint Facilities Benefits Trust (JFBT) to:

Consider amending the LTD plan, within the JFBT's existing funding, to reimburse employees enrolled in the LTD plan up to one hundred (100) per cent of the documentation expenses incurred by the employee to obtain medical documentation necessary for claims adjudication.

Such consideration shall include the JFBT's ability to administer reimbursements directly to participating employees.

Re: Occupational Health and Safety Advocate Pilot Project Prevention Stewards

Within six (6) months of ratification, The Parties agree to establish a three (3) year pilot project to fund and create temporary full-time Prevention Stewards Occupational Health and Safety (OHS) Advocate positions (the "OHS Advocate Pilot Project").

This project will be funded by reallocating a total of \$600,000 from the funds allocated between the regional representation and administration of the Enhanced Disability Management Program (the "EDMP") as set out in the Memorandum of Agreement – Re: Enhanced Disability Management Program.

The FBA will be funded up to \$800,000 from the OHS Fund through the Memorandum of Agreement Re: Provincial Occupational Health and Safety to:

- Create two (2) temporary full-time OHS Advocate positions for a maximum of two (2) years and cover the cost of all wages, expenses, training and tools. The parties may consider possibilities for extension as needed; and,

- Cover the cost of additional training and tools as agreed to by the parties for selected FBA Joint Occupational Health and Safety Committee (JOHSC) members.

The Parties will allocate an additional \$50,000 from the OHS Fund for a third-party contractor to evaluate the OHS Advocates Pilot Project and other reasonable costs as determined by the Parties.

(1) The role of the OHS Advocates Prevention Stewards are intended to include:

- Work with the FBA members on Joint Occupational Health and Safety Committees ("JOHSC") within a region to support FBA JOHSC members in the development of skills to carry out prevention activities;
 - Act as a liaison between site-based JOHSC and the Regional OHS Committee;
 - Act as FBA liaisons to employers in safety prevention strategy development and the evaluation of ongoing safety programs;
 - Support the accident investigation and workplace inspection process when the Joint Occupational Health & Safety Committee ("JOHSC") members are not available;
 - Participate in the development of employer initiatives aimed at reducing hazards in the workplace;
 - Act as liaisons between the members at the worksite and the FBA on health and safety issues including hazard identification and prevention;
- a) Support FBA JOHSC members from selected JOHSCs to:
- develop their skills to perform their JOHSC duties and functions through advocacy and providing information; and
 - communicate health and safety concerns with the Employer;
- b) Promote FBA member participation in JOHSC;
- c) Support the FBA JOHSC union worker representative appointment process at the local level;
- d) Advise FBA members how to communicate health and safety concerns with the Employer;
- e) Provide information and increase awareness to FBA members about:
- The duties and functions of JOHSC per the *Workers Compensation Act*, OHS Regulation and the Collective Agreement;
 - The importance and role of JOHSC and how to contact them;
 - Resources for resolving safety and health problems, such as the Workplace Health & Safety team, and JOHSC, the Employer, the Union and WorkSafeBC;
 - Their OHS rights under the *Workers Compensation Act* and Occupational Health & Safety OHS Regulations (the provincial law covering workplace safety) and the Collective Agreement; and union contract;
 - The importance of reporting hazards, near misses and all injuries and illnesses including early signs and symptoms.

- The importance of reporting early signs and symptoms of illnesses such as sore hands, wrists and shoulders.

(2) Within three (3) months of ratification, the Parties with equal representation will meet to:

- Select the JOHSCs for the OHS Advocates to support within each of the below named health authorities;
- Develop key deliverables, objectives, and reporting requirements to the Parties;
- Determine the duties, responsibilities and expectations for the OHS Advocate;
- Select an evaluation contractor; and
- Establish evaluation criteria with the evaluation contractor, including but not limited to:
 - Reduction in FBA JOHSC member vacancies;
 - Increase in FBA member awareness and knowledge of JOHSC;
 - Increase in reporting of hazards, incidents and near misses; and
 - Increase in the confidence in ability of JOHSC participants at selected JOHSCs.

(3) The FBA will select one (1) OHS Advocate from each of the following health authorities to support FBA members and identified JOHSCs within each respective health authority:

- Fraser Health Authority
- Vancouver Island Health Authority

(4) In addition to providing information and increasing awareness across the health authority, the OHS Advocates will provide dedicated support to selected JOHSCs. The Parties, in consultation with the participating health authorities, will select the JOHSCs for the OHS Advocates to support.

(5) The FBA shall notify the Employer in writing of the OHS Advocate selected for each Health Authority and their start and end dates.

(6) For the duration of the OHS Advocate positions the Parties will meet quarterly, or as mutually agreed, to review the OHS Advocates' reports and progress of the OHS Advocates Pilot Project.

(7) The FBA shall provide HEABC with a written report annually containing a summary of the expenditures and balances of the OHS Advocates Pilot Project funds, and verify the funds were used to support the work as described in this Memorandum. Any unused funds at the conclusion of the OHS Advocates Pilot Project and evaluation will be returned to the OHS Fund.

(8) Within three (3) months following completion of the OHS Advocates Pilot Project, the Parties will engage the evaluation contractor to produce a final report. Once the final report is provided to the Parties, the pilot project is complete.

(9) OHS Advocate Positions:

- a) These positions are intended to operate on a regular schedule from Monday to Friday of thirty-seven and a half (37.5) hours of work per week, unless the Employer and the FBA mutually decide otherwise.

- b) The OHS Advocates shall report to the Employer for administrative purposes but shall take direction from the Union on performance of work.
- c) Employer policies and the Collective Agreement shall apply to OHS Advocates except as modified within this Memorandum. OHS Advocates shall follow all Employer procedures, including but not limited to staffing, scheduling, and timekeeping procedures.
- d) The OHS Advocates shall not be relieved for any short-term leaves of absences. Long-term absences will be discussed on a case-by-case basis.
- e) Employers shall pay OHS Advocates at the rate of pay in their current classification during the temporary position. OHS Advocates are entitled to negotiated wage increases during the temporary position.
- f) The FBA shall reimburse the Employer for the OHS Advocates' wages and benefits in accordance with Article 34.04(e). The FBA shall also reimburse the Employer for premiums the employee would normally be entitled to under the Collective Agreement. The premiums paid will be based on an average of all hours paid that attracted the applicable premium within twelve (12) months immediately preceding the employee's commencement in the OHS Advocate position. In circumstances where the employee held their original position for less than twelve (12) months prior to commencement in the position, the average will be based on the shorter period. The average will be paid on a bi-weekly basis in accordance with the Employer's pay periods.
- g) The FBA shall reimburse the Employer for agreed to training of participating FBA JOHSC members.
- h) If there are concerns regarding the effectiveness of the working relationship at a worksite, the Employer and the FBA shall meet to discuss the appropriate means of addressing concerns.
- i) OHS Advocates shall revert to their previous status and job at the end of the temporary position without a loss of seniority and accruals.

Delete the Memorandum of Agreement Re: Establishment of a Porter Benchmark and add the following Memorandum of Agreement:

Re: Porter Benchmark

The Parties will finalize the benchmarks for the Patient Porter and Patient Porter Supervisor in accordance with Elaine Doyle's recommendations dated March 25, 2025.

Effective the first pay period after April 1, 2026, the Patient Porter benchmark grid match will be Grid 17 and the Patient Porter Supervisor benchmark grid match will be Grid 21.

Effective the first pay period after April 1, 2028, the Patient Porter benchmark grid match will be Grid 18.

Re: Power Engineering Training Program

Where the Employer intends to offer a Power Engineer training program to support individuals to become Power Engineers, the Employer and the union with support from the Union and HEABC will negotiate a local agreement to meet the circumstances of the Employer and any requirements of Power Engineer training.

Re: Provincial Health Authority Mobility

WHEREAS employees may be interested in accessing vacancies at other Health Authorities/PHC party to this Collective Agreement;

WHEREAS employees who work concurrently at multiple Health Authorities/PHC may seek to have their total accrued seniority recognized provincially to improve access to vacancies at Health Authorities/PHC province wide;

WHEREAS enhanced opportunity to post into positions at other Health Authorities/PHC may improve retention of employees in the health system;

WHEREAS Health Authorities/PHC are independent and separate entities, with separate certifications and operating systems, there are many logistical and operational considerations to determine whether increased provincial mobility is achievable;

THEREFORE, the Parties agree:

1. Within ninety (90) days of ratification they will establish a working group to discuss provincial mobility (the "Provincial Health Authority Mobility Working Group"). The Working Group will be comprised of four (4) representatives each from HEABC and the FBA. Each party will pay its own costs for participation in the Working Group.
2. The Working Group will:
 - A. Develop a Terms of Reference;
 - B. Identify any collective agreement barriers and the issues that provincial health authority mobility would try to address;
 - C. Discuss the key considerations for logistics and operational impacts and issues. This may include but is not limited to:
 - i. Impact to recruitment and retention;
 - ii. Impact to low and high seniority employees;
 - iii. System capacities and compatibilities;
 - iv. Access to temporary and on-going vacancies;
 - v. Access to employee evaluations and personnel files;
 - vi. Employee selection priority;
 - vii. Employee identification and privacy;

- viii. Employees with single or concurrent employment at more than one health authority/PHC;
 - ix. Portability;
 - x. Documentation requirements;
 - xi. Administrative capacity;
 - xii. Associated costs and efficiencies;
 - xiii. Impact on Collective Agreement processes; and
 - xiv. Other topics as determined by the Working Group.
- D. Investigate options for increased provincial health authority mobility and requirements for any options to be implemented.
- E. Submit a joint report to the Parties by December 1, 2026 with information and recommendations, including options and any funding considerations. For information purposes, the report will be provided to the Ministry of Health.
- F. The Working Group will attempt to reach consensus to develop the joint report. In the event the Parties are unable to reach consensus on any elements of the report, they may submit an individual report with information and recommendations to the Parties and the Ministry of Health.
3. The Parties will reasonably provide and review relevant information as necessary to facilitate discussion within the Working Group.

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. The parties agree that these ongoing harms are best addressed with concerted efforts to embed Indigenous-Specific Anti Racism. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the FBA bargaining unit.
2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:
 - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;

- where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
 - where the Employer has identified it is desirable to hire Indigenous peoples into leadership, or mentorship, and/or supervisory roles.
3. When selecting between more than one qualified Indigenous candidate, Employers will consider, among other factors, the community or communities involved, and the patient/resident/client/service user population served by the position. Informed by a distinctions-based approach, consideration will be given to candidates' relationships, knowledge, and/or experience with or in the communities or populations being served. The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.
 - 4.3. 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.
 - 5.4. 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.
 6. This MOA will form part of the Employers' and Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

Delete the Memorandum of Agreement Re: Working Group for Consideration of Regional Joint OHS, PHS, & Violence Prevention Committees, and add the following Memorandum of Agreement:

Re: Regional Joint Occupational Health and Safety Committees Pilot

The Parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The Parties agree to a two (2) year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) ("Regional OHS Committee") at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP related issues. The Regional OHS Committee will commence within one hundred twenty (120) days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

- OHS, PHS and VP policies and procedures, as applicable;

- OHS, PHS and VP training implementation, as applicable;
- Risk assessment completion;
- WorkSafeBC orders; and
- Corrective actions to address OHS and violent incidents and trends.

The Regional OHS Committee will replace and assume the obligations of the regional VP sub-committee of the Memorandum of Agreement Re: Addressing Violence in the Health Workplace. The Regional OHS Committee will not be established under the *Workers Compensation Act* and is not an escalation pathway for local JOHSC concerns.

Each Health Authority/PHC will invite participants from each bargaining association that represents the employees of the Health Authority/PHC.

Each Regional OHS Committee will be established in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, which will be provided to all members of the Regional OHS Committees.

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one (1) year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the committee's effectiveness utilizing established criteria. The results of the assessments will be provided to the Parties.

At the end of the two (2) year pilot, each Regional Committee will assess the committee's effectiveness utilizing established criteria and determine, in accordance with the Terms of Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the Parties.

Within ninety (90) days of ratification, HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

Re: Regularization Working Group

HEABC and the FBA are committed to enhancing care outcomes for residents and patients, and to increasing the retention of health care employees. The Parties acknowledge the critical role that continuity of care plays in good care outcomes, and that regularizing positions helps facilitate this continuity.

The Parties therefore agree to form a Working Group on the Regularization of the FBA Workforce (the "Regularization Working Group"). The Working Group will be co-chaired by HEABC and the FBA and comprised of three (3) representatives appointed by HEABC and three (3) representatives appointed by the FBA.

The Working Group will:

1. Develop the terms of reference for approval by the Parties;
2. Identify areas and information to review, and develop a work plan;
3. Identify trends, patterns, concerns and issues that regularization would seek to address;

4. Discuss the key considerations for logistics and operational impacts and issues; and
5. Explore options to regularize more positions. The Working Group may make recommendations to the Parties for suggested changes to the next collective agreement.

The Parties will reallocate \$100,000 from existing funding to support this work. The Working Group may hire a researcher(s), contractor(s) and/or analyst(s) to support any aspect of this work, including but not limited to, data collection, analysis and modeling, literature reviews, facilitation of consultations and development of reports. Any unused funds from this allocation will be transferred to the FBA Education Fund.

By April 2028, the Working Group will make recommendations to the Parties and where a recommendation is mutually agreed, the Parties may further agree to make those recommendations to the Provincial Health Human Resources Coordination Centre (PHHRCC).

Re: Special Leave (Article 30) Working Group

For Information Purposes Only

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

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

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

THEREFORE, the parties agree to the following:

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

7. The parties will allocate \$100,000 to support the work of the Working Group. The Working Group will determine how the available funds will be used. Any unused funds from this allocation will be transferred to the FBA Education Fund.

The Working Group completed its work in June 2024 with the joint publication of the principles document. This Memorandum is included in the 2025-2029 Collective Agreement as a summary document and is included for information purposes only.

Re: Trades Apprenticeship Training in Health Care

The parties recognize that there is value in applying recognized Trades apprenticeship to health care.

The apprenticeship process within health care will be governed first by the provincial and national governing bodies responsible.

Where an Employer intends to engage Apprentices at a worksite a local committee will be struck to develop terms and conditions for the Trades Apprenticeship Training.

It is understood that the terms and conditions for apprenticeship training will include the following:

1. The utilization of Trades apprentices will not result in the lay-off of regular or casual employees.
2. The number and type of Trades apprentices sponsored shall be determined by the Employer following a discussion with the local Unions.
3. Trades apprentices shall be supernumerary to regular Trades positions.
4. Employees shall have the first opportunity over external applicants to apply for apprenticeship training through an internal recruitment notice/Expression of Interest. To be considered, applicants must possess the following qualifications:
 - a) Successful completion of pre-apprentice training program from a recognized educational institution where required by SkilledTradesBC, the Industry Training Authority for the applicable Trade;
 - b) Successful completion of BCIT or other recognized educational institution (as approved by the Employer) trades testing and supplemental skills assessment; and
 - c) A signed indenture agreement between the apprentice, the Employer, and SkilledTradesBC, the Industry Training Authority within thirty (30) days of appointment by the Employer.
5. Apprentices are responsible for all costs of their education provided by the post-secondary institution.
6. Apprentices shall be considered casual employees except that Sections 1, 2, 3, 4, 7, and 17 of the Addendum - Casual Employees shall not apply.
7. Regular employees who access the apprenticeship training program will maintain their regular status for all purposes while employed in the program; however, the Employer may post the regular employee's position as a regular on-going vacancy under Article 16.01.

The maintenance of regular status will be for no more than four (4) years (or five (5) years for certain Trades where this is a requirement) from the commencement of the apprenticeship training program for the employee. The duration of the maintenance of regular status may be extended by up to one additional year based on exceptional circumstances and mutual agreement.

8. Seniority will be credited for hours worked under the apprenticeship training programs at all Employer worksites. Employees who are off-site as a result of the apprenticeship training program will be on an unpaid leave of absence consistent with Article 34 (Leave - Unpaid). As part of their training program, apprentices may be given the opportunity to train in various locations and in different areas of their trade.
9. Notwithstanding the provisions of the Addendum - Maintenance Agreement and Classification Manual, Trades apprentices shall be compensated based on the following proportion of the applicable Trades start rate:
 - Level I: 60%
 - Level II: 70%
 - Level III: 80%
 - Level IV: 90%

Effective the first pay period after April 1, 2028, the proportion of the applicable Trades start rate will increase to:

- Level I: 80%
 - Level II: 85%
 - Level III: 90%
 - Level IV: 95%
10. Upon successful completion of the apprenticeship training program, the Employer has the right to appoint an apprentice to an on-going regular full-time vacancy in Trades at any worksite of the Employer without having to post the vacancy under Article 16.01. A regular employee who accesses the apprenticeship training program and is offered a regular full-time vacancy upon the completion of the program within fifty (50) kilometres of their home worksite must accept the offer for a minimum of twelve (12) months or repay two full years of the Employer's costs of health and welfare benefit plan premiums as outlined in paragraph #7 above. An apprentice who is not offered a regular full-time vacancy in Trades at the conclusion of the apprenticeship training program will be considered a casual employee and entitled to access work assignments in accordance with the Addendum - Casual Employees. An employee who had regular status prior to the commencement of the apprenticeship training program and who is unable to complete the program will have first opportunity ahead of internal applicants to bid on any vacant position(s) for which they are qualified.

The parties agree that the specific terms of this Memorandum of Agreement can be altered through local agreements to meet the unique circumstances of various Health Authorities and the requirements of Trades apprenticeship training programs.

Re: Trainer/Mentor Position Assessment and Pilot Project

The Parties understand that mentorship can aid in team integration, learning and skills development and provide support to employees, particularly during the initial months of their new job. In addition to enhancing the retention of new staff, mentorship provides an opportunity for knowledge transfer and the recruitment and retention of experienced health care employees who may otherwise retire and are well suited to provide other employees with additional knowledge and support. The long-term goal of mentors is to improve job satisfaction and morale in the team and provide mentees with a trusted person with whom to discuss occupational questions.

Accordingly, the Parties agree to build on the work of the FBA Provincial Recruitment and Retention Working Group, Mentor Assessment Sub-Committee and establish a working group to be chaired by HEABC and comprised of:

- : one representative from HEABC;
- : two senior-level representatives from HEABC member organizations; and
- : three representatives from the FBA.

Within one hundred and twenty (120) days of ratification, the working group will meet monthly or as mutually agreed.

The working group will:

1. In recognition that there may be different job titles, determine what duties, responsibilities and factors would be assigned to a position that would identify it as an FBA mentor position;
2. Identify current mentor positions in the FBA, including their classification and locations;
3. Request feedback on how the positions are utilized, impacts on the unit/department they support, aspects of the positions that may be improved, and what elements should be considered for implementation of mentor positions.
4. Create a report of its findings and recommendations for the structure of a pilot project to be shared with HEABC and FBA by December 1, 2026.

The recommendations for the structure of a pilot project may include:

- A. Targeted occupation(s) for mentorship;
- B. Whether mentorship is provided in-person and/or virtually;
- C. Whether the mentor provides mentorship to multiple shifts;
- D. Whether mentorship is continuous or intermittent;
- E. The number of mentors and locations within allocated funding;
- F. The number of worksites, location of workers and the number of members the mentor may support;
- G. How pilot sites may be identified;
- H. Implementation factors; and
- I. Evaluation criteria and how the pilot project will be evaluated.

The recommendations will form the basis of a joint pilot project to commence April 1, 2027.

The parties will meet quarterly over the duration of the pilot to share progress and information.

The parties will evaluate the pilot and create a report of its findings by December 1, 2028.

Up to \$50,000 of the allocated funds will be used for evaluation of the pilot project.

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

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

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

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

Re: Scheduling for Union Activity Scheduling, Spaces, Signage, and In-person Engagement

WHEREAS the Parties recognize that there may be some benefit in scheduling a reasonable amount of paid time off for union members who are engaged in union activity resulting from Collective Agreement obligations such as, involvement with the Joint OH & S Committee, Labour Adjustment Committee and the Labour Union/Management Committee;

AND WHEREAS the Parties recognize that the amount of time which would be considered reasonable varies depending upon a number of circumstances, including the size of the employer, the nature of the operation and day to day circumstances of the facility;

AND WHEREAS the Parties recognize that the purpose of scheduling a reasonable amount of paid time off is to ensure the efficient operation of the Employer's business, the promotion of harmonious labour relations and to ensure that union representatives on such committees are prepared for and productively participate in such meetings;

AND WHEREAS the Parties recognize union space and directional signage may contribute to enhanced labour relations and member engagement;

AND WHEREAS the Parties recognize rest space may contribute to employee health and wellness;

AND WHEREAS each Employer will have existing policies and procedures relating to the allocation of space and placement of signage;

AND WHEREAS the Parties recognize the value of the Union's in-person engagement with their new members where an Employer conducts virtual only induction at certain locations.

NOW THEREFORE the Parties agree as follows:

At the request of either Party, ~~the Parties agree~~ at the local level will to meet once annually, or as mutually agreed, to and discuss:

1. ~~The~~ need to designate a reasonable amount of scheduled paid time for employees who act as union representatives on the Joint OH & S Committee, Labour Adjustment Committee and the Union Labour Management Committee.
2. Space at a worksite for a local union office,
3. Navigational signage to guide employees to the local union office location,
4. Space at a worksite for break rooms and rest spaces, and
5. The opportunity for local union stewards to engage in-person with new employees, at sites where induction is virtual only.

Re: WCB Leave (Article 31.04) Working Group

The parties agree to the following process with respect to Article 31.04:

WHEREAS, in accordance with the Collective Agreement, an employee on an approved Worker's Compensation Board (WCB) leave is entitled to receive their net pay for the duration of the leave;

WHEREAS the Employer has an established and consistent wage calculation process to determine an employee's average net pay;

WHEREAS WCB calculates an employee's average net pay and compensates the Employer an amount equal to 90% of that average net pay;

WHEREAS the Employer receives and administers WCB benefits to its employees; and

WHEREAS there may be instances where there is an explainable variance between the net pay paid to the employee by the Employer and the WCB compensation;

THEREFORE, the parties agree to the following:

1. The Facilities Bargaining Association and HEABC will establish a working group to be chaired by HEABC and comprised of four (4) members from the FBA and four (4) members from the Employer (the "WCB Leave Working Group").
2. The Working Group will meet within 120 days of ratification of the Collective Agreement to review the wage calculation process used by the Employer and WCB to determine an employee's wage-loss benefits when on a WCB leave and investigate any variance.
3. The Working Group will collect and assess the relevant data on the WCB wage calculation and payment process and discuss the findings.
4. Should the Working Group identify a variance between the wage-loss benefits paid by WCB to the Employer, and the net pay paid by the Employer to injured employees, the Working

Group will make recommendations regarding the variance.

5. The Working Group will submit a report of its findings and recommendations to the FBA and HEABC no later than December 31, 2027.

ADDENDUM AND SCHEDULE

- Casual Employees -

8. Casual employees shall not be dismissed except for just and proper cause.

- (1) The Employer may require a casual employee to work a minimum of ~~270~~225 hours over a twelve (12) month period. Where the Employer implements a minimum hour requirement, casual employees who are not offered ~~270~~225 hours over a twelve (12) month period are not required to meet the minimum standard.
- (2) If the employee has worked less than ~~135~~112.5 hours aggregated across all casual registries with an Employer in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of ~~270~~225 hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- (3) If the employee has worked less than ~~270~~225 hours aggregated across all casual registries with an Employer in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within thirty (30) days ~~receipt~~ of the letter, they will be removed from the casual registries and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
- (4) For the purpose of this article, "bona fide" reasons include grounds under the Human Rights Code. Further, employees may apply for periods of unavailability for other reasons and the employer will not unreasonably deny such applications.

13. Casual employees shall receive thirteen percent (13%) of their straight time pay in lieu of scheduled vacations and statutory holidays. This percentage shall increase to thirteen point two percent (13.2%) effective the first pay period after April 1, 2028. ~~twelve point two percent (12.2%) effective January 1, 2017 and to twelve point six percent (12.6%) effective January 1, 2019.~~

- General Wage Increases -

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

Year 1: April 1, 2025: 3% general wage increase (GWI)

Year 2: April 1, 2026: 3% GWI

Year 3: April 1, 2027: 3% GWI

Year 4: April 1, 2028: 3% GWI

APPENDIX

APPENDIX # 4

- Consolidated Services -

List of Consolidated Services as of February 28, 2025 ~~October 31, 2020~~

Fraser Health Authority	(Pharmacy)
Providence Health Care	(Biomedical Engineering)
	(Health Information Management)
Provincial Health Services Authority	(AP/AR/Revenue Services)
	(IMITS)
	(Lower Mainland Pathology and Lab Medicine)
	(Payroll)
	(Supply Chain)
Vancouver Coastal Health	(Diagnostic Imaging)

APPENDIX #5

- Standard Template Job Share Agreement -

In accordance with the Collective Agreement, the following shall constitute the job share template agreement:

Standard Template Job Share Agreement

Between

(Employer)

And

(Union)

And

(Employee Job Share Partner)

And

(Employee Job Share Partner)

Re: Job Share – (Job Title and Job Code) at (Worksite Name) in the (Name of Department)

It is understood and agreed as follows:

1. This Job Share Agreement is applicable only for (Job Share Partner Name) and (Job Share Partner Name) commencing on (Date).
2. The job share partners will job share the single position of (X.XX) FTE as described above in accordance with the Article 16.12 Job Sharing and Appendix #5 re Standard Template Job Share Agreement.
3. (Job Share Partner Name) will work (X.XX) FTE and (Job Share Partner Name) will work (X.XX) FTE.
4. The job share partners agree they have received, read and understand the Article 16.12 Job Sharing and Appendix #5 re Standard Template Job Share Agreement in relation to their rights and obligations in a Job Share Agreement.

This Job Share Agreement will take effect: (Date).

(Employee Name)

Job Share Partner

(Employee Name)

Job Share Partner

(Name)

(Job Title)

(Union)

(Name)

(Job Title)

(Employer)

HOUSEKEEPING

Gender Neutral Language

Amend the FBA Collective Agreement by deleting all gender specific pronouns and terms replacing them with gender neutral pronouns and terms. Provisions to be updated include, but are not limited to:

- Article 16.03 (3) (f)
- Article 28.03 (d)
- Article 35.01 (e)
- Article 35.06 (b)
- Article 49:
 - General, Subsection 5
 - Interim Pay Equity Adjustments, Subsection 5
 - Disputes Pay Equity Arbitrator, Subsection 3
 - Ongoing Pay Equity Implementation Review Process
- Addendum – Casual Employees
 - Section 7, Subsection 5
- Addendum – Long-Term Disability Insurance Plans, Section 14, Subsection A
- Addendum – Maintenance Agreement and Classification Manual, Section 5, Subsection 4
- Appendix #3 re Standard Template Transfer Agreement, Section V, Subsection 1

Deletions

- Re: Patient/Resident Handling Techniques
- Re: LTD Claimants – Benefits Premium

Replacements

- Re: Manual Lifting Article 37.11 to Ergonomics and Manual Lifting
- Re: Facilities Subsector Wage Comparability Review to: Re: Facilities Subsector Wage Comparability Funding
- Re: Public Sector Wage Increases to Re: FBA Net Compensation Increases
- Re: Establishment of a Porter Benchmark to Re: Porter Benchmark
- Re: Working Group for Consideration of Regional Joint OHS, PHS, & Violence Prevention Committees to Re: Regional Joint Occupational Health and Safety Committees Pilot
- Re: Trainer/Mentor position assessment to Re: Mentor Position Assessment and Pilot Project.

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