

# Community Bargaining Association- Tentative Agreement Summary

*Read More About the Gains That We Made.*

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## What's in the agreement?

### Wage Increases & Monetary Compensation

We achieved significant wage increases in this collective agreement, closing the gap between us and those working under the Facilities Agreement (FBA) in hospitals and care facilities.

Each Step in the agreement will receive, on average (based on Grid 25/Step 1), a 17.46-per-cent increase over three years with the potential for a 20-per-cent increase based on Cost of Living Adjustments. This increase will be slightly higher for lower paid grids, and slightly lower for higher paid grids due to the application of the \$0.25 increase in the first year.

This increase builds on the 2019-2022 agreement that saw approximately \$40 million injected into wages and premiums. We achieved a similar Low Wage Redress (LWR) gain in this

agreement and prior to any and all wage increases related to the Shared Recovery Mandate that was applied to all public sector agreements in the province, an estimated 1.5-per-cent wage increase will be applied to all classifications retroactive to April 1, 2022.

This second application of LWR should ensure that as of April 1, 2022 the top rate (Step 4) of all classifications should be equal to that under the FBA. Although we still have a system of wage steps in our agreement this ensures that all workers at Step 4 are paid on an equal basis at the start of the agreement on the first day of this agreement.

General Wage Increases are as follows:

- *Note: These general wage increases are in addition to the estimated 1.5% wage increase from Low Wage Redress in year 1.*
- April 1, 2022: \$0.25 per hour plus a 3.24% wage increase. (Retroactive)
- April 1, 2023: 5.5% wage increase plus the potential of an additional 1.25% Cost of Living Adjustment if inflation exceeds 5.5%.
- April 1, 2024: 2.00% wage increase plus the potential of an additional 1.00% Cost of Living Adjustment if inflation exceeds 2.00%.

We have provided a [wage calculator](#) that shows the increase that each grid will receive, in both dollars and as a percentage, based on an initial 1.5-per-cent increase and the Shared Recovery Mandate. Use the wage calculator [here](#). It also provides a number of scenarios and resulting increases as members progress through the steps based on full-time hours.

## Premiums & Reimbursements

In addition to updating and consolidating language about premiums in the agreement , we have also made significant gains in premiums:

1. The Weekend Premium increases from \$0.25 to \$0.50 per hour effective (and retroactive to) April 1, 2022.
2. An Evening Premium will be established for the first time in our agreement effective April 1, 2023. The premium will be \$0.25 per hour for shifts where at least half of the hours fall between 4 p.m. and midnight,
3. The Night Premium remains \$2.50 per hour for shifts where at least half of the hours fall between midnight and 8 a.m.
4. The On Call Rate has been increased from \$1.00 per hour to \$3.40 per hour effective April 1, 2023.

The significant increase in fuel costs led to an interim agreement with Health Authorities that tied the Vehicle Allowance rate to the Canada Revenue Agency (CRA) Reasonable Per-Kilometre Allowance. This only applied to Community Health Workers (CHWs) initially and then was expanded to all Health Authority employees. We have achieved language that permanently ties

the Vehicle Allowance rate to the CRA rate for all employees covered by the CBA, including those working for Affiliates.

The CRA has recently announced another increase, and this means that members will receive \$0.68 per kilometre for the first 5000 kms and \$0.62 for each kilometre after that, each year.

### Recruitment & Retention

The parties spent a considerable amount of time during negotiations discussing the unique challenges to recruitment and retention of employees under the CBA agreement. Although there are many changes that should make an impact on retention, there are some specific changes that are focused solely on recruitment.

Effective April 1, 2023, Step 1 of the grid will cease to exist. This will mean that any new employee after this date will start directly at the Step 2 rate and any existing employee still at Step 1 on March 31, 2023, will move directly to Step 2.

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

One of the long-standing frustrations of our members was the lack of language that covered how overtime was distributed or references to how (or if) seniority played a role. It was clear from our extensive member engagement and surveys that this issue was a priority for negotiations. We have achieved a major step forward and the agreement now has parameters for how overtime is distributed when it is known in advance, and seniority plays a role. This includes language that covers Community Health Workers (CHWs).

The CBA unions have agreed to participate in both a province-wide, and CBA specific committee with HEABC and the Ministry of Health. The goal of both committees is to discuss ways in which health-sector-wide staff shortages can be addressed. It is our hope that we will be able to highlight the unique challenges the CBA has when compared to other health-sector agreements in terms of both language and monetary provisions.

### Sick leave, Bereavement Leave, & Benefits

There are three very positive changes in relation to sick leave and medical appointments. Casuals now have access to five days of sick leave as per the *Employment Standards Act*, and there is an additional day of special leave for employees who must travel long distances to

medical appointments. Additionally, the agreement requires that the employer pay 50% of the cost for each employer-requested medical certificate.

As we highlighted several times to members, there was a real danger that members would have their benefits reduced, including the curtailing or elimination of long-term disability (LTD), due to structural underfunding of the Joint Community Benefit Trust (JCBT) and the impact of COVID-19 on LTD claims.

We are pleased to announce that both HEABC employers and the constituent unions were successful in having the provincial government review the status of the JCBT and that has resulted in changes coming into effect after ratification. Specifically, the provincial government will be injecting a large amount of money in the form of COVID-19 relief as well as altering the funding structure effective April 1, 2024, to include overtime hours in the contributions employers make to the trust.

These changes will ensure that the JCBT, and therefore our benefits, are secure for the foreseeable future and hopefully will one day result in the trust being able to enhance member benefits.

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

### Community Health Workers

Community Health Workers (CHWs) scheduled under Article 15 were the subject of many of our discussions over the past eleven months. The parties agreed on a number of updates and changes to the language, including the inclusion of language covering fixed shift positions (including shift exchanges), clarity around topping up regulars with ongoing hours, and a process to jointly interpret and clarify the entitlement to two days off after six days in a row.

More significantly, we have achieved guaranteed minimum hours for regular 'windows of availability positions', overtime distribution language that includes seniority, and an MOA on Health Authorities maintaining a minimum ratio of positions as fixed shift positions for the duration of the agreement.

### Vacation & Paid Holidays

There were numerous proposals from constituent unions seeking additional days of leave in many forms. To achieve the goal of having additional time off for all employees to deal with the many different occasions when time off is needed, we have been successful in adding an additional day of paid vacation for all regular employees each year.

In addition to the additional day of paid vacation, there is new language allowing employees to hold back up to five days of paid vacation to schedule outside the vacation selection period, so members have days available throughout the year to deal with the many reasons why members need a day off work.

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

### Postings, Bumping, & Health Authority Mobility

*Note: this section applies only to members employed by a Health Authority.*

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

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

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

Finally, we have put language in the agreement that has been in effect for many years that outlines the entitlements of an existing Health Authority employee when they move voluntarily or involuntarily between Bargaining Associations in the same Health Authority. This is commonly referred to as 'Portability Plus.'

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

### Equity & inclusion

Ensuring that all members can see themselves in the language of our agreement we have made additional changes to ensure the agreement is gender neutral and we have updated the language for casuals to reference 'winter break' and 'spring break'. This also includes gender neutral language to describe family members and the inclusion of sibling-in-law as a member of the immediate family and eligible for three days bereavement leave rather than one.

We have established Trans Inclusion language that will support members through their journey covering name and other legal changes as well as created paid leave for gender affirming care.

The provincial government, HEABC, individual employers, and constituent unions of the CBA are committed to truth and reconciliation. To that end, we have created language acknowledging the unique characteristics of the Indigenous community, created language specific to the recruitment and retention of Indigenous workers, created cultural leave provisions, and expanded the definition of family for Indigenous employees.

### Occupational Health & Safety (OHS)

The pandemic, opioid crisis, and ongoing staffing shortages inspired a significant amount of discussion at the bargaining table and resulted in a number of changes to OHS language. Most notably language was included to address aggressive behavior, violence prevention training, critical incident debriefing/defusing, ergonomics, and psychological safety and health.

We have also included instructive language that encourages workers to bring forward workload issues that cause our members a considerable amount of stress to their leadership for instruction on how to mitigate the workload.

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

A pandemic wasn't the only thing our members faced during the last three years. In recognition of the pandemic, opioid crisis, wildfires and floods, the CBA will be consulted under language relating to provincial emergencies such as these in two MOAs entitled Local and Provincial Emergencies and the Pandemic Information Sharing Forum.

### Union & Activist Rights

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

1. A steward during the displacement and bumping process and bullying and harassment investigations.
2. Know the purpose of a meeting when called for by the employer.
3. Have and view the Collective Agreement on employer computers and devices.
4. A faster process to address union-leave denials.
5. A process that allows our union to resolve many termination grievances faster than before.

In addition, we were also able to include language that addresses the ever-changing nature of technology in relation to virtual union orientations and more streamlined access to seniority lists and membership information.

Finally, we were able to finally secure language that includes a clear timeline on the implementation of non-monetary and subsequently monetary provisions of the agreement when new workers are organized into CBA.

### [Scheduling and Hours of Work \(Article 14\)](#)

Article 14 is the hours of work and scheduling language that covers the majority of members under the CBA, and we were able to address a number of outstanding issues and gain clarity under the agreement. We have been able to update and enhance language around Modified Hours of Work Agreements and Job Fairs as well as clarify the entitlement to two clear days off work in any eight-day period (Rolling 8 Principle).

### [Housekeeping](#)

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

### [Classifications](#)

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

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

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

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

## Ratification highlights

Here's another rundown of the top features in the agreement that matter to community health workers:

- Average **wage increases of 14% to 16%** for each step of the wage grid over three years.
- A significant gain towards wage parity with those working under the Facilities Agreement in hospitals and care facilities, including the elimination of Step 1.
- A funding commitment from the government to ensure the long-term viability of the **Joint Community Benefit Trust. (No cuts to benefits and an improved funding model!)**
- Extension of the CRA vehicle allowance rate to **all employees** covered by the CBA.
- **Guaranteed-hours positions** for regular CHWs in windows of availability.
- Language that **obliges the employer to tell you** what a **meeting with management** is about, **before** the meeting happens.
- A variety of improvements to address chronic **recruitment and retention** issues in our sector.
- **Occupational health & safety (OHS)** -- language was included to address aggressive behavior, violence prevention training, critical incident debriefing/defusing, ergonomics, and psychological safety and health.
- **Premium increases** for weekend and evening shifts.
- Expanded **mobility rights** for workers who want to move jobs within their health authority.
- An additional day of **paid vacation** for all regular employees.
- 50% of costs for employer-requested medical certificates to be **paid by the employer.**
- New **overtime** distribution language that includes seniority.

## Ratification Website

At [https://www.bargainingbc.ca/cba\\_ratification#wageCalculator](https://www.bargainingbc.ca/cba_ratification#wageCalculator) you can find a link to the wage calculator, answers to frequently asked questions (FAQs) and other ratification materials.