

LETTER OF UNDERSTANDING

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (HEABC)

ON BEHALF OF MULTIPLE EMPLOYERS

AND:

HEALTH SERVICES AND SUPPORT - COMMUNITY SUBSECTOR BARGAINING ASSOCIATION

("CBA")

RE: CESSATION OF PROVINCIAL HEALTH OFFICER ORDERS RESPECTING
HEALTHCARE WORKER VACCINATION

BACKGROUND:

- A. Commencing in September 2021, the Provincial Health Officer ("PHO") issued orders pursuant to the *Public Health Act* respecting vaccination of health care workers in the Province: the *Residential Care Staff COVID-19 Preventive Measures Order* and the *Hospital and Community (Health Care and Other Services) COVID-19 Vaccination Status and Preventive Measures Order* (the "PHO Orders"). The PHO Orders contain provisions prohibiting employees from working and prohibiting employers from permitting employees to work unless they are vaccinated or exempted under the medical exemptions provisions of the PHO Orders.
- B. The CBA represents employees covered by the terms of the Collective Agreement between HEABC and the Health Services and Support – Community Subsector Association of Bargaining Agents (the "Collective Agreement").
- C. The employment of certain members of the CBA's constituent unions was terminated due to their ineligibility to work pursuant to the terms of the PHO Orders (the "Terminated Employees").

- D. Effective July 26, 2024, the PHO Orders have ceased to be in effect, and the parties wish to provide for certain terms that will apply to Terminated Employees who have become eligible for work as a result.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. "Terminated Employees" are members of the CBA's constituent unions whose employment has been terminated as a result of not being fully vaccinated as required to work under the PHO Orders. Terminated Employees who are re-hired or hired pursuant to paragraph 2, will be entitled to:
 - a) recognition of seniority consistent with the Collective Agreement as if they have been on an unpaid leave of absence to the date of rehire;
 - b) recognition of service held prior to termination, including service for purposes of calculation of vacation entitlement (Article 18), as if they had been on an unpaid leave of absence to the date of rehire, in accordance with the terms of Article 20.06 of the Collective Agreement; and,
 - c) recognition of any sick leave banks held prior to termination (Article 28) and recognition of special leave banks held prior to termination (Article 20.3).
2. (a) Terminated Employees who become eligible to work as a result of rescission of the PHO Orders and who apply to their former employer for employment within their former position (if vacant) or another position, or to be added to their former casual registry or registries, within six (6) months of becoming eligible for work, will be eligible for re-hire in accordance with the process in paragraph 2(b) below. For clarity, this provision will be in effect and will apply to applications for re-hire made by Terminated Employees by no later than January 27, 2025.

(b) If there is a dispute under paragraph 2(a) as to whether a position or placement on a casual list applied for by a Terminated Employee is available or if the Terminated Employee has not been re-hired due to other circumstances and the parties cannot agree to a resolution, the matter will be resolved under paragraph 5 below.

(c) Terminated Employees who within six (6) months of becoming eligible for work apply for a CBA vacant position or to be added to a CBA casual registry with an employer other than their former employer and who are hired by that other employer will be entitled to ported recognition of the benefits in (a) through (c) of paragraph 1 above. For clarity, this provision will be in effect and will apply to applications for hire or re-hire made by Terminated Employees by no later than January 27, 2025.
3. The provisions of paragraphs 1 and 2 above are agreed upon on a without prejudice basis.

4. It is understood and agreed that the terms of this Letter of Understanding are without prejudice to the parties' positions concerning any disputes under this Collective Agreement or any other collective agreement, but that the effect of these without prejudice terms may be considered in the adjudication of any outstanding grievances concerning Terminated Employees. This Letter of Understanding is independent of, and does not invalidate any prior agreement or Consent Award concerning any grievance or dispute or the resolution thereof, relating to any Terminated Employee or Terminated Employees.

5. Any disputes concerning this Letter of Understanding will be referred to Arbitrator Jacquie de Aguayo for mediation and if necessary, for final adjudication. Any decisions issued will be on a without precedent basis.

Dated this _____ day of July, 2024.

Signed by:

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Health Employers Association of British Columbia

July 31, 2024

DocuSigned by:
Richard Tones
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Richard Tones, CBA Spokesperson
Health Services and Support - Community Subsector Bargaining Association

July 31, 2024