

MEMORANDUM OF AGREEMENT
between
Health Employers Association of British Columbia
(“HEABC”)
and
Health Sciences Professional Bargaining Association (“HSPBA”)

Re: Retroactivity for Severed Employees

WHEREAS:

On December 22nd, 2022, HEABC and the HSPBA ratified a three-year agreement for the period April 1, 2022, to March 31, 2025.

Unless otherwise negotiated, applicable wage increase provisions of the 2022-2025 Health Sciences Professional Bargaining Association Collective Agreement are effective April 1, 2022. The HSPBA has filed a policy grievance for the application of all wage increases for HSPBA members. As part of that policy grievance the HSPBA is seeking severed employees also be made whole. Individual grievances have also been filed seeking retroactive payments for severed employees.

The Collective Agreement does not contain a provision regarding entitlement to retroactivity for employees who severed employment prior to the date of ratification or prior to an employer’s implementation date of the Collective Agreement.

It is HEABC’s position that no retroactive payments are owed for employees who severed employment prior to the date of ratification or prior to an employer’s implementation date of the Collective Agreement.

It is the HSPBA’s position that retroactive payments are owed including payment of interest on monies owed for all employees who severed employment prior to the date of ratification or after ratification.

This agreement does not resolve the policy grievance described above, except for the request for remedy relating specifically and only to retroactivity for severed members.

THEREFORE, the Parties agree on a without prejudice or precedent basis to provide retroactivity to employees who severed employment, as follows:

Entitlement

- I. Eligible employees are individuals who:
 - (i) were employed as an HSPBA member with an employer covered by the Collective Agreement on or after April 1, 2022,
 - (ii) severed employment (resigned, terminated their employment, or had their employment terminated by the employer) before their respective employer implemented the applicable monetary provisions of the Collective Agreement retroactive to April 1, 2022, and

- (iii) did not receive a retroactivity payment as defined in paragraph 7.
2. Retroactivity includes all wage increases that were effective April 1, 2022 onward, but does not include interest for any monies to be paid under this agreement.
 3. Retroactivity includes all premiums effective December 22, 2022 onward.
 4. Retroactivity will be calculated on all paid hours (including but not limited to all straight time, overtime, vacation, sick, etc.).

Process

5. The employer will send a letter to eligible employees once at their last known address advising that such retroactivity is payable upon application by the employee and providing application directions. Such letter will be sent no later than August 15, 2023.
6. The HSPBA will issue a member communication no later than August 8 that eligible employees can expect to receive a letter from their former employer(s) regarding retroactivity eligibility and application.
7. Eligible employees must contact their respective former employer as described in the letter by no later than sixty (60)-days after the date of the letter to claim, and if applicable, be eligible for, any payment pursuant to this agreement.
8. The employer will verify any such claim and if determined to be eligible, will, as applicable, pay out retroactivity that would have been awarded during the 2022/2023 year in accordance with this agreement.
9. The method and timing of payment will be determined by each employer (for example, an employer may release payment through manual cheque or through direct deposit). Such payment will be issued no later than December 1, 2023.

Resolution of All Grievances related to retroactivity

10. In consideration of the retroactivity payments provided for in this agreement, the HSPBA will consider all grievances related to retroactivity for severed employees filed or arising prior to or on December 1st, 2023, resolved, on a without prejudice basis to the positions of the Parties regarding the interpretation and/or application of retroactivity for severed employees.
11. Any disputes related to the interpretation or application of this Memorandum will be discussed between the parties and, if unresolved, will be dealt with pursuant to Article 7, – Grievance Procedure.

Without Prejudice or Precedent

12. This agreement is without prejudice or precedent to the Parties, including but not limited to their positions regarding retroactivity for severed employees.

This agreement is dated July 21, 2023.



Allison Turpin, HEABC

Norah Miner, HSPBA