

APPENDIX 'C'

RETURN OF SERVICE AGREEMENT

Between

[Employer Name]

("Employer")

And

[Employee Name]

("Employee")

(Collectively the "Parties")

RE: Health Careers Access Program Health Care Support Worker Return of Service Agreement

Whereas:

- A. As a term of employment in the Health Careers Access Program, the Employee is required to enter into a return of service agreement.
- B. The Parties wish to establish the terms of the return of service agreement.

Accordingly, the Parties have agreed to the following:

Definitions

1. The Parties agree that all defined terms in the Memorandum of Agreement between HEABC and the FBA RE: Health Careers Access Program Health Care Support Worker Terms of Employment dated December 15, 2020 (the "HCSW Agreement") are incorporated into this Agreement.

2. For the purpose of this Agreement, the following additional definitions apply:

- a. “geographic region” means the area within the legal boundaries of a Health Authority.
- b. “worksite” means either:
 - i. any single facility defined by common site name as listed in the Facilities Party to the Collective Agreement section of the FBA Collective Agreement; or
 - ii. any individual CBA employer as defined under the applicable Labour Relations Board certification.

Consideration

3. The Employee agrees they have received good and valuable consideration in the form of a paid education opportunity through HCAP, which serves as consideration for the promises contained in this Agreement.

Obligation to Work as a Care Aide

4. Upon completion of the Program, the Employee will apply on and accept any regular care aide vacancies available with the Employer at the worksite where they completed the Program (the “Primary Worksite”). If the Employee is unable to accept the only available regular care aide position or positions at the Primary Worksite due to bona fide interference with a protected ground under the *Human Rights Code*, RSBC 1996, c 210, then the Employer will place the Employee on the casual list at the Primary Worksite.
5. If there are no regular positions available at the Primary Worksite, the Employee will elect to either:
 - a. be placed on the Employer’s casual list at the Primary Worksite; or
 - b. apply for and accept any regular care aide position with the Employer at any worksite operated by the Employer (FBA and CBA included).
6. If there are no regular care aide positions available with the Employer at any of its worksites, the Employee may choose to obtain employment with any HEABC-Member employer in a regular or casual capacity as a care aide (FBA and CBA included) at any worksite within in the same geographic region as the Primary Worksite.
7. If there are no regular care aide positions available with any HEABC-Member employer within the geographic region, the Employee may choose to obtain

employment in a regular or casual capacity as a care aide at any worksite operated by any employer within in the same geographic region as the Primary Worksite.

Return of Service Period

8. Upon becoming employed in accordance with paragraphs 4-7 above, the Employee must complete twelve (12) months of employment as a care aide (the "ROS Period"). During the ROS Period, the Employee must continue to work at the same worksite, but may post into other care aide positions that become available at the same worksite.
9. If the Employee fails to accept any employment as a care aide in accordance with paragraphs 4-7, or voluntarily leaves their employment with the Employer during the ROS Period, the Employee will pay the Employer the cost of the Program ("HCAP Costs") proportional to the percentage of the ROS Period that has not been completed. HCAP Costs include:
 - a. All stipends paid to the Employee during the Education Components; and
 - b. All other education costs (stipend, tuition, fees, costs of necessary books) as outlined in the HCSW Agreement.
10. If the Employee begins their ROS Period at a new worksite in accordance with paragraphs 6 or 7 above, and the Employee voluntarily leaves their employment as a care aide during the ROS Period, the Employee will pay the Employer the HCAP Costs proportional to the percentage of the ROS Period that has not been completed.

Leaves of Absence

11. The Employee's twelve-month ROS Period under this Agreement includes vacation periods, but does not include any other leaves of absence that are greater than twenty (20) days. The ROS Period will resume upon the Employee's return from any such leave of absence.

Agreed this _____ day of [Month], [year]

[EMPLOYEE NAME]

[EMPLOYER]

(Print Name)

(Printed Name, Authorized Signatory)

Signature

Signature