

**2014 - 2019**

**PROVINCIAL  
COLLECTIVE  
AGREEMENT**

**between**



**and**

**NURSES' BARGAINING  
ASSOCIATION**

**April 1, 2014 – March 31, 2019**

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# PROVINCIAL COLLECTIVE AGREEMENT

## ARTICLE 1 - PREAMBLE AND DEFINITIONS

### 1.01 Preamble

- (A) The Unions, Nurses' Bargaining Association, the Employers and the Health Employers Association of British Columbia agree to abide by the terms and conditions set out in this Provincial Collective Agreement.
- (B) For clarity and brevity throughout this Provincial Collective Agreement the term "HEABC" shall be used to describe the Health Employers Association of British Columbia.
- (C) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- (D) Where the asterisk (\*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 37 – Leave – General.)
- (E) For the purpose of calculating benefits commencing the first pay period prior to September 30, 1993, the base day will be 7.2 hours.
- (F) For the purpose of calculating benefits effective April 1, 2013, the base day will be 7.5 hours.

### 1.02 Definitions

ASSOCIATION means Nurses' Bargaining Association.

BCHOA means the British Columbia Healthcare Office of Arbitration as described in the *Letter of Agreement Re: Implementation of Improvements in Dispute Management; British Columbia Healthcare Office of Arbitration*.

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.

CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to any Union included in the Nurses' Bargaining Association.

COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

CONSOLIDATED CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the Nurses' Bargaining Association.

DAY SHIFT means a shift in which the major portion occurs between 0730 and 1530 hours.

DEMOTION means a change from an employee's position to one with a lower maximum salary level.

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

EMPLOYER means the corporation, society, person(s), organization, facility, agency, or centre (represented by the Health Employers Association of B.C.) as listed in the appendix attached to the certification issued by the Labour Relations Board of British Columbia.

EVENING SHIFT means a shift in which the major portion occurs between 1530 and 2330 hours.

HEAD OFFICE OF THE ASSOCIATION means the head office of the British Columbia Nurses' Union.

HEAD OFFICE OF THE UNION means the head office for each of the Unions included in the Nurses' Bargaining Association. The respective head offices shall be designated by each Union.

NIGHT SHIFT means a shift in which the major portion occurs between 2330 and 0730 hours.

PROMOTION means a change from an employee's position to one with a higher maximum salary level.

SCHEDULED DAY OFF means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.

UNION means any Union included in the Nurses' Bargaining Association as the context requires, unless otherwise specifically stated.

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.

WORKSITE means a facility, agency, centre, program, organization or location where an employee is assigned to work either at or from.

YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

TOUR OF DUTY means one or more completed shifts.

## **ARTICLE 2 - PURPOSE OF AGREEMENT**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 General Rights**

The management of the Employer's operations and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

### **3.02 Employer Policies**

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

## **ARTICLE 4 - UNION RECOGNITION**

### **4.01 Union Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

### **4.02 Scope of Agreement**

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Security**

- (A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- (B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

### **5.02 Union Deductions**

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.



The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement listing the first name, last name, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

## **ARTICLE 6 - UNION RIGHTS AND ACTIVITIES**

### **6.01 Individual Agreement**

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

The Association and the Union agree not to enter into any agreement or contract with the Employers covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement, recognizing that the HEABC is the accredited bargaining agent.

### **6.02 Contracting Out**

This article is impacted by the Health and Social Services Delivery Improvement Act.

The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit. (See Appendix CC)

### **6.03 Employer's Business**

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods.

### **6.04 Stewards**

#### **(A) Recognition of Stewards**

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

#### **(B) Notification of Change of Stewards**

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

#### **(C) Duties and Responsibilities**

The duties of stewards include but are not limited to the following:

- (1) investigating complaints of an urgent matter, and
- (2) investigating grievances, and
- (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- (4) supervising ballot boxes and other related functions during ratification votes, and
- (5) attending meetings called by management, and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) meeting with new employees as a group during the orientation program, and
- (8) acting as appointees to the Union/Management Committee; and
- (9) accompanying an employee, at her request, at a respectful workplace meeting.

#### **(D) Conditions Governing Stewards**

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- (1) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- (2) make every endeavour to complete their business in as short a time as possible, and

- (3) advise their supervisor of their return to the work area.  
Stewards shall not interrupt the normal operations of the worksite.

## **ARTICLE 6.04 – JOINT INTERPRETATION**

### **Stewards**

The parties have agreed that employees shall have the right to request that a union steward be present for respectful workplace meetings. A "respectful workplace meeting" is any meeting or conversation requested by the Employer and related to an alleged violation of the Employer's Respectful Workplace Policy. The presence of a steward is employee-driven; this provision does not put an onus on the Employer to ensure union representation if an employee does not request a steward.

### **6.05 Union Representative Visits**

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the Presidents of the Unions to have access to union members to conduct union business.

### **6.06 Superior Benefits**

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

### **6.07 Personnel File**

#### **(A) Employee Access**

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

#### **(B) Union Representative or Steward Access**

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

#### **(C) Confidential Nature of Personnel File**

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

### **6.08 Copies of the Provincial Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Provincial Collective Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the HEABC.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Provincial Collective Agreement.

### **6.09 New Employees**

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Provincial Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Provincial Collective Agreement and the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given a reasonable an opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

## **6.10 List of New and Terminating Employees**

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

## **6.11 Bulletin Boards**

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

# **ARTICLE 7 - STRIKES OR LOCK-OUTS**

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

# **ARTICLE 8 - UNION/MANAGEMENT COMMITTEE**

## **8.01 Composition of Committee**

A Union/Management Committee shall be established for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

Where there are fewer than four (4) nurses employed at a worksite, then the number of Union and management representatives may be limited to one each with an alternate.

## **8.02 Chair**

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

## **8.03 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

## **8.04 Purpose of the Committee**

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

## **8.05 Scope of the Committee**

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

## **8.06 Stewards**

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

## ARTICLE 9 - GRIEVANCES

### 9.01 Preamble

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

The parties recognize that they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level. The provision of information and documents does not affect the rights of the parties at arbitration.

### 9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees as set out in Article 9.06 and disputes under Article 9.03 or 9.07.

For the purposes of this Article, "Employer" means a person designated by the Employer to receive grievances. The phrase "the above expression of the parties' common interest" refers to the principle set out in the second paragraph of Article 9.01.

#### Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with the steward shall discuss the difference in a meeting with the Employer. The steward and the Employer may determine – at the conclusion of the meeting or within an agreed specified time (not to exceed seven (7) calendar days) - that the grievance is resolved or unresolved. Failing joint determination, the grievance is deemed to be unresolved.

#### Step 2

- a) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form, with all the information required by the form.
- b) Following receipt of the written grievance, the Employer will provide a written response to the Union within seven (7) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange legally permissible relevant documents, in accordance with the above expression of the parties' common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).
- c) Within a further seven (7) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.
- d) The Union must refer its grievance to the BCHOA within ninety (90) calendar days after the Union receives the Employer's written response under Article 9.02(c).

A settlement of a grievance under Article 9.02 is without prejudice in any other grievance or arbitration unless the Union and HEABC agree in writing that the settlement is with prejudice.

The foregoing grievance procedure (Article 9.02) applies to Employer filed grievances in accordance with past practice (i.e., substitute "Employer" for "Union" and vice versa in the above procedure), other than those grievances set out in Article 9.03 and Article 9.07.

### 9.03 Single Employer Policy Dispute

If a difference of a general nature arises between the Union or its members and a single Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 2 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the HEABC.

Where a Health Authority produces a written policy which has application throughout the Health Authority, a grievance regarding the policy may be filed at one worksite within the authority. If the grievance is resolved or arbitrated, the resolution reached will be binding on all Health Authority worksites.

If the grieved policy has limited application throughout the Health Authority, the Health Authority Representative at the Step 2 grievance meeting will confirm with the Union to which work sites the policy does not apply.

### 9.04 Application of Single Employer Arbitration Decisions

- (A) The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union or Association (as the context requires) in respect to that single Employer.
- (B) The decision is not binding on other members of HEABC or on the Union or Association (as the context requires) in respect to other members unless the Association and HEABC mutually agree.

- (C) HEABC and the Association may rely upon the arbitration award in arguing other arbitrations respecting other members of the Association.

## **9.05 Amending Time Limits**

If a party fails to comply with the time limits in Articles 9.02, 9.03, 9.06 (Step 2) and 9.07, then the grievance shall be considered abandoned, unless the parties have agreed, in writing, to extend the time limits or as otherwise ordered by an arbitrator or Registrar of the BCHOA. Both parties will endeavour to meet the timelines, however, where it is not possible for one party to do so, agreement to extend the timeline will not be unreasonably withheld by the other party.

## **9.06 Resolution of Employee Dismissal or Suspension Disputes**

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

### **Step 1**

Within seven (7) calendar days of notice of the dismissal or the suspension (paid or unpaid), the Employer shall notify the head office of the Union of such termination or suspension.

### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 2 of Article 9.02.

## **9.07 Industry Wide Application Dispute**

### **Step 1**

If a difference of a general nature arises between the Union (on behalf of its members) and HEABC (on behalf of its members) concerning the industry wide interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party (the NBA or HEABC), shall submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference. A copy of the grievance shall in every case be forwarded to the constituent Unions of the NBA and HEABC.

For the purposes of this Article, a difference of a general nature is defined as one arising as a matter of general interpretation/application or general operation/alleged violation based on the language of the Agreement.

### **Step 2**

The NBA and HEABC shall meet within sixty (60) days or such later time as may be mutually agreed to attempt to resolve the difference. Failing resolution, either party may submit the difference to arbitration pursuant to Article 10 within sixty (60) days of the meeting.

Notwithstanding any decision(s) issued pursuant to Article 9.02 or 9.03, the decision of the Arbitration Board under this Article shall be binding on all members of the NBA and all members of HEABC who are covered by this Agreement.

Where an arbitrator has been appointed to hear a dispute under Article 9.02 or 9.03 and the dispute is on the same issue as the matter in dispute under Article 9.07, the 9.02/9.03 arbitration proceedings will be held in abeyance. The interpretation established by the Article 9.07 Award shall then be applied on a remedial basis by the parties to resolve the 9.02 or 9.03 disputes on the same issue.

## **9.08 Clarification of the Nature of the Dispute**

If the NBA or HEABC disputes the article under which a grievance has been filed, the respondent may refer the issue of whether the grievance was filed under the appropriate procedure (i.e. Article 9.02, 9.03, 9.06 or Article 9.07), as a preliminary matter to the Registrar of the BCHOA.

## **9.09 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been discussed at Step 1 of the grievance procedure, the Employer or its representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the steward or the Union.

## **9.10 Other Processes**

The following processes, set out in the Collective Agreement, are excluded from referral to the BCHOA:

- a) Article 59;
- b) Appendix A (except as set out in Appendix A, 9.2);
- c) Appendix C; and,
- d) LOA Implementation of Safe Staffing.

## **9.11 Information Sharing and Referral to Registrar**

In accordance with Article 9.01, each party agrees to share all legally permissible information during the grievance procedure. If, in the opinion of either party, the grievance procedure has failed to provide sufficient information to understand the merits of the other party's case, either party may apply to the Registrar of the BCHOA for an order for the production of documents and/or particulars. This application may be made immediately and does not require a referral to arbitration. Where there is an application, the Registrar must deal with it expeditiously and may order the respondent or both parties' documents and/or particulars.

## **9.12 Case Review Meeting**

The Employer and the Union must designate senior level representatives with the authority to resolve issues to review the outstanding issues as mutually agreed. The representatives may meet as they deem necessary to maintain the efficiency of the grievance procedure.

# **ARTICLE 10 - ARBITRATION**

## **10.01 Reference to the BCHOA**

- (A) Disputes shall be adjudicated within the following streams, all of which shall be precedent setting, final and binding, unless otherwise agreed:
  - (1) Expedited arbitration or classification arbitration (as set out in Articles 21 and 22) - the parties to a dispute will be represented by employees of HEABC/HA, and NBA unions.
  - (2) Full arbitration (matters of mutual significance) - the parties to a dispute may be represented by counsel or otherwise as they may respectively elect.
- (B) Either the Union or the Employer and/or HEABC may refer their unresolved grievances through the process in Article 9 to the BCHOA, except as set out in Article 9.10. The party referring the grievance to the BCHOA must do so on the referral form and provide a copy to the other party, either HEABC or the Union as the case may be.
- (C) All disputes referred to the BCHOA will be scheduled on a first referred, first heard basis, except as otherwise agreed or as directed by the Registrar.
- (D) The BCHOA may determine whether any matter is arbitrable within the terms of the Collective Agreement and settle the question to be arbitrated.
- (E) The arbitrator shall not decide a dispute without a hearing. An arbitrator shall have the ability to define the scope and parameters of a hearing, in accordance with an arbitrator's powers under the Labour Relations Code. Each party will have the right to examine all witnesses called to give evidence at the hearing.

## **10.02 Expedited Arbitration**

- (A) All grievances are suitable for expedited arbitration, except grievances referred under Article 9.03 or Article 9.07. HEABC or the Union may require that a grievance referred to expedited arbitration be resolved by full arbitration, provided it notifies the other party and the BCHOA at least twenty (20) calendar days prior to the day scheduled for the expedited hearing. Alternatively, the parties may agree that a matter referred to full arbitration be resolved by expedited arbitration.
- (B) All cases being referred to expedited arbitration should be identified to the Registrar of the BCHOA by the first business day of each month.
- (C) For cases referred to expedited arbitration, the Registrar of BCHOA will:
  - (1) Hold case management meetings, which may be held by conference call or in person as requested by the parties or directed by the Registrar;
  - (2) Assign, in consultation with HEABC and the Union, cases to the arbitrator based on the hearing dates previously confirmed by HEABC and the Union, and will notify the parties of the same;
  - (3) At the request of either party and/or as part of the case management process, assist the parties in reaching agreements, where possible, on pre-hearing matters including: the articulation of the issue/or question in dispute, the material facts, disclosure of relevant and material documents, the evidence to be lead at hearing, including use of will say statements and/or limited viva voce evidence if necessary;
  - (4) At the request of either party and/or as part of the case management process, the Registrar may review materials, which may include documents, particulars, will say statements, and joint statements of fact, prior to Arbitration to assist the parties;
  - (5) Make preliminary and procedural orders, or refer those issues to the arbitrator selected to hear the case;
  - (6) And, if the parties agree, assist with pre-hearing mediation of a case.

- (D) The Registrar shall administer a process that fosters conditions favourable to the orderly, constructive and expeditious settlement of disputes, including:
- (1) Enforcing a time frame of three (3) months from referral to expedited arbitration to hearing unless the Registrar, in his/her discretion, grants an order to extend the time frame;
  - (2) At least three (3) business days prior to the hearing, the parties will provide the arbitrator with the issues in dispute, the agreed statement of facts and the brief outlines of position;
  - (3) If any party fails to comply with an order of the Registrar, the Registrar has the discretion of making an order limiting the case they can make before the Arbitrator, including limiting or excluding evidence from the hearing or limiting the scope of the claim or defence to the claim.
- (E) At the hearing, the party with the onus will make the first presentation which will include an opening statement, the remedy sought, the evidence in support and the party's written submission summarizing its position. The other party will then have the same opportunity to present its case. The parties' submissions should be short and concise and should include the jurisprudence that the parties are relying on.
- (F) The arbitrator will provide the parties with a written decision no later than twenty-eight (28) calendar days after the hearing.

## **ARTICLE 11 - DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 25.05 – Posting of Work Schedules)

Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

### **11.01 Restriction of Employee Status**

The status of all employees covered by this Provincial Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievances.

### **11.02 Regular Full-Time Employees**

(A) **Definition**

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 26.01 Hours of Work.

(B) **Benefit Entitlement**

Regular full-time employees are entitled to all benefits of this Agreement.

(C) **Seniority**

Regular full-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

### **11.03 Regular Part-Time Employees**

(A) **Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours or equivalent per week but less than the full hours as provided in Article 26.01 Hours of Work.

Employees who are regularly scheduled to work a minimum of fourteen point four (14.4) hours or equivalent per week but less than fifteen (15) hours at the time of the transition to a 37.5 hour work week, will be deemed to be regular part-time.

The effective date for this provision is the same as the effective date for the 37.5 hour work week.

(B) **Benefit Entitlement**

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 46 Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

(C) **Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) Seniority – Definition.

Where it will not result in overtime, the employer shall offer shifts to part-time employees on a seniority basis after exhausting the casual list.

## ARTICLE 11.03 - JOINT INTERPRETATION

### Regular Part-Time Employees

The parties have agreed that - once the casual call-in process has been exhausted - the Employer will offer unfilled shifts to regular part-time employees in order of seniority, where doing so will not result in overtime.

### 11.04 Casual Employees

#### (A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- (1) Sickness relief.
- (2) Vacation relief.
- (3) Leave of absence relief.
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments).
- (5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes.
- (6) Paid holiday relief.
- (7) Overtime owing relief.
- (8) Maternity leave relief.
- (9) Client Specific Assignments from Home Support Agencies. These assignments are client specific, subject to cancellation without notice, and may be filled within the total discretion of the client. These assignments are deemed to be in compliance with Articles 11.04 (B) through (F) which shall not apply. (See also Appendix "T")

#### (B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion.

#### (C) Letter of Appointment

- (1) All casual employees shall receive a letter of appointment immediately following recruitment clearly stating their employment status, their classification and wage level, their worksite(s) (units, departments, or clinical service areas) and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee, and the mutually agreed wards, units and programs in which the casual employee will work.

In 2017, the Employer may require a casual employee to work a minimum of 300 hours over a twelve (12) month period. In 2018 and thereafter, the Employer may require a casual employee to work a minimum of 400 hours. These minimums shall be outlined in the letter of appointment, and (C)(5)(a) shall apply.

#### (2) General Availability

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

Casual employees who are not offered 300 hours over a twelve (12) month period in 2017, and 400 hours over a twelve (12) month period in 2018 and thereafter, within their agreed upon availability, are not required to meet the minimum standard.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required to practice in that area.

#### (3) Short-Term and Long-Term Availability

- (a) Except as noted in (C)(3)(b), all casual employees shall provide for each month availability schedules in writing (or by an alternative method contemplated in (E)(I)(7)) to the Employer. These schedules must be provided by the first day of the month prior to the start of the following month, and must indicate the shifts and days when they are not available, if that availability differs from their stated availability for the previous month.
- (b) During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.
- (c) The Employer may offer casual employees the opportunity to provide their availability and book shifts as far as six (6) months in advance in writing (or by using an alternative method contemplated in (E)(I)(7)).
- (d) The Employer is not required to call casual employees who do not provide their availability as required in (C)(3)(a).



(e) The Employer is not required to call casual employees for shifts for which they have indicated they are not available.

(4) **Casual Availability Bonus**

- (a) Where the Employer determines that there is a need to provide a casual availability bonus (CAB) for a specific unit, area or program, the Employer will determine the number of casual employees that are required to be on the CAB list for the specific unit, area or program. Such casuals will be eligible for a CAB where the following requirements are met:
- (i) the Employer and casual employee meet to review the casual employee's general, short-term and long-term availability to assess whether such availability meets operational and relief needs;
  - (ii) where the availability meets operational and relief needs as per 4(a)(i), the casual employee accepts and works shifts 85% of the time that they are offered in accordance with their agreed availability during a six (6) month period. In addition, no more than one half of the shifts refused are on evenings, nights and weekends within such periods.
- (b) At the end of each six (6) month period, casual employees who are eligible for the CAB shall receive a premium of two dollars (\$2.00) per hour for all hours worked within such period. This premium shall be in addition to any other applicable premium within the collective agreement.

**ARTICLE 11.04 - JOINT INTERPRETATION**

**Casual Availability Bonus**

Employers now have the discretion to implement a Casual Availability Bonus (CAB) as an incentive for casuals to be available to work identified shifts, such as evenings and weekends. Where the Employer chooses to implement a CAB, it must establish a "CAB list" that includes a set number of casual employees, all of whom will be eligible to receive the CAB. Selection of which casual employees are included on the CAB list is to be determined through an expression of interest process. Where there are more employees interested in being added to the CAB list than the Employer requires, inclusion on the list will be by seniority.

Each casual employee that is on the CAB list will be eligible to receive a retroactive CAB of \$2.00 per hour for all hours worked over a six (6) month period where the following criteria are met:

- (1) the employee must have accepted 85 percent of the offered shifts that are consistent with his or her general, short-term, and long-term availability over the relevant six (6) month period; and
- (2) not more than half of the shifts that the employee does not accept and work can be evening/night/weekend shifts.

An assessment of whether these criteria have been met shall occur every six (6) months on a retroactive basis. Where this assessment demonstrates that these criteria have been met, the employee will receive the CAB only for the identified shifts

For clarity, implementation of a CAB lists at a particular unit, department or program shall not amend the usual procedure for calling in casuals by seniority as per Article 11.04(E). For example, where a CAB list has been implemented, the Employer must call in the next senior casual on the casual list for the unit, department or program, regardless of whether or not that casual is on the CAB list.

Where an employee has applied for multiple shifts with the same Employer and was the successful applicant for a shift not on the CAB unit, the employee will not be penalized or have this shift recorded as a refusal for the purposes of the 85% acceptance rate. It is understood that the employee will prioritize CAB shifts where he or she has the ability to do so. Employers will develop an administrative tool to capture data in the bidding and call out system which will remove the negative acceptance rate impact for a casual employee who has bid on a CAB shift and was not the successful applicant.

(5) **Insufficient and Non-Availability**

- (a) Where the Employer requires a casual employee to work a minimum of 300 hours in a twelve (12) month period in 2017 and 400 hours over a twelve (12) month period in 2018 and thereafter, the following shall apply:
- (i) If the employee has worked less than 150 hours in the six (6) month period in 2017, and 200 hours in the six (6) month period in 2018 and thereafter 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 300 hours over the applicable twelve (12) month period in 2017, and 400 hours over the applicable twelve (12) month period in 2018 and thereafter, or provide a bona fide reason for not doing so, then they will be removed from the casual register 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.
  - (ii) If the employee has worked less than 300 hours over a twelve (12) month period in 2017 and 400 hours over a twelve (12) month period in 2018 and thereafter 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 of receipt of the letter they will be removed from the casual register 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, and will be deemed to be the notice to the Union described in Article 15.04.

- (iii) If the casual employee appears on more than one casual register with an Employer and has not worked any of the offered hours within a six (6) month period on one or more of such casual registers, the Employer shall remove the employee from such registers and advise the employee via their preferred email address, copying the Union, advising that they will be removed from those casual register(s) where they have not worked unless they provide a bona fide reason for not accepting work within thirty (30) days of receipt of the letter. The letter will be copied to the Union.
- (b) Where the Employer declines to require a casual employee to work a minimum of 300 hours over a twelve (12) month period in 2017, and 400 hours over a twelve (12) month period in 2018 and thereafter, the following shall apply:
  - (i) Where a casual employee has not accepted any work for a period longer than three (3) months the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.
  - (ii) Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee the casual employee will be deleted from the casual register.
  - (iii) If the casual employee's monthly availability over a three (3) month period (excluding June, July, and August) is inconsistent with their availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.
- (6) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.
- (7) **Orientation**

The Employer will provide casual employees with orientation to all the wards, units and programs mutually agreed in the employee's letter of appointment.

## **ARTICLE 11.04 - JOINT INTERPRETATION**

### **Minimum Annual Hours Worked**

In 2017, Employers can increase the minimum number of hours that they require casual employees to work in a twelve (12) month period from 225 to 300 hours. In 2018, the minimum number of hours that Employers can require casual employees to work in a twelve (12) month period increases again to 400 hours. As a consequence, the threshold for notifying an employee at the six-month mark that he or she may not comply with the minimum hours requirement will increase from 112.5 to 150 hours in 2017 and then to 200 hours in 2018. The minimum hours worked language remains discretionary; the Employer is not required to implement a minimum hours worked threshold, but may do so at its discretion.

Where a casual employee is listed on more than one register with the Employer, their minimum hours calculation for the six month period will combine all casual hours worked from the multi units/sites as the total amount of hours worked for the Health Authority.

### **Removal from a Casual Register for Not Working the Minimum Required Hours**

Where a casual employee on more than one casual register has failed to work the minimum hours required by the Employer per Article 11.04(c), the Employer shall notify the casual employee via email that he or she is to be removed from one (or more) register(s). This notification to the employee shall occur via email, to the employee's preferred email address, with a copy of the email being sent to the Union. The default 'preferred email address' is the most up-to-date email address (including a work email address), that the Employer has on file.

### **(D) Casual Register**

- (1) A casual employee shall be registered for work in those wards, units and programs specified in the letter of appointment.

Casual employees may request placement on the register for additional wards, units or programs. All such requests must be in writing.

When the Employer identifies a shortage of casual employees on a particular ward, unit or program, they will consider requests for placement on the register for those wards, units or programs, from existing casual employees before hiring additional casual employees. Such requests will not be unreasonably denied.

By mutual agreement with the Employer, casual employees will be added to the register for additional wards, units or programs. Where such agreement has been reached, a revised letter of appointment shall be issued.
- (2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed wards, units and programs in which the casual employee will work.

- (3) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be made available at the worksite.
- (4) For the purposes of selection to a vacancy, the Employer shall use seniority hours from the last date of the payroll period immediately prior to the posting closing date.

(E) **Procedure for Casual Call-In**

(I) The manner in which casual employees shall be called to work shall be as follows:

- (1) The Employer shall offer casual work as defined in Article 11.04(A) to casual employees in order of seniority providing the casual employee:
  - (a) is registered for work in the ward, unit or program where the work exists; and
  - (b) has the qualifications and capabilities to perform the work being relieved; and
  - (c) has been orientated to the ward, unit or program.

Where the casual employee does not meet the above criteria, the Employer will pass onto the next casual employee.

- (2) Exceptions to the above may occur to address the need to consolidate the skills of new graduates as per the Letter of Understanding on New Graduates (see Appendix "X").
- (3) Notwithstanding (1) above, where the Employer has received forty-eight (48) hours' or less notice of a vacancy creating relief work as per Article 11.04(A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three (3) shifts out of seniority order with a supervisor or clinician, to conduct the assessment.

- (4) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
- (5) Where Employers are seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E)(I) above.

(6) **Telephone Call-In**

- (a) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E)(I).

The Employer shall permit the telephone to ring a minimum of eight (8) times.

- (b) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, and whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
- (c) In the event that relief is requested with less than twenty-four (24) hours' notice, the date and time of the notification shall be recorded in the log book.

(7) **Alternative Process for Casual Call-In**

The Employer may introduce a process for the assignment of casual work which is an alternative to telephone call-in (set out in (E)(6)) using available technology. If the Employer elects to use such an alternative process it will advise the Union.

This alternative process may put the onus on the employee to respond to posted schedules or circulated offers of work within a set time period which will be specific to the alternative process used. By mutual agreement which shall not be unreasonably withheld, the Employer and the Union will determine how the procedures set out in (E)(6) need to be modified for the alternative process. The principles in Sections 11.04 (E)(1) to (5) shall be applied, and reasonable provisions will be made for employees who do not have reliable access to the internet or other technology.

- (8) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: ward/unit/program or worksite), any combination of shifts.

(II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(I) by the Employer.

(III) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control).

(F) **Wage Entitlement**

- (1) Casual employees shall be paid in accordance with the wage schedule.
- (2) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950) worked for the Employer at the increment step and for another health care employer signatory to the Nurses' Provincial Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the Employer receives the verification.
  - (a) A casual employee hired having less than one (1) years' experience (1950 hours) shall be placed at the first step of the increment scale.
  - (b) A casual employee who terminates with an Employer listed in the attachments to the Consolidated Certification, and is employed within thirty (30) calendar days as a casual employee with an Employer listed in the attachments to the Consolidated Certification, shall retain the increment step attained with the previous employer. Subsequent increments shall be granted pursuant to Article 11.04(F)(2).
  - (c) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained. Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

One annual increment for every 1950 hours of previous experience minus one increment for each year in excess of two (2) years to a maximum of a five (5) year lapse. If more than five (5) years have lapsed, there shall be no credit for previous experience.
- (3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- (4) When a casual employee applies for and receives a regular position with the same Employer with whom she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience) whichever is higher, and shall advance to the next increment on her anniversary date of employment.

Notwithstanding the above, casual employees will also receive credit for all casual hours since the last increment on a prorated basis.

**ARTICLE 11.04 - JOINT INTERPRETATION**

**Pro-rated Credit for Casual Hours Worked**

Casuals will now receive pro-rated credit towards increment progression for hours worked as a casual since their last increment adjustment. When a casual employee obtains a regular position with the same Employer, the employee will receive credit for all casual hours worked since his/her last increment progression. Once the converted date of seniority is known, the member will increase to the next increment once he or she has worked 1950 hours, and will advance another increment upon reaching his/her next anniversary date. The anniversary date for this employee will not change. This may result in an employee receiving two (2) increment progressions in the same year.

(G) **Benefit Entitlement**

(1) **Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 - Grievances and Article 10 - Arbitration.)

(2) **Vacation Pay and Paid Holidays**

Casual employees shall receive 12.6% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

(3) **Other Benefits**

Casual employees shall be paid any earned shift premium, special allowance, overtime, on-call, call-back and call-back travel allowance pay, isolation allowance, and premium pay for work on a paid holiday.

The provisions of Article 56 Payment of Wages, Article 61 Wage Schedule Classifications, Article 62 Wage Schedules, and Article 6.06 Superior Benefits, apply to casual employees.

(4) **Health and Welfare Coverage**

(a) **Benefit Entitlement**

All casual employees who have completed 180 hours with the Employer may elect to enroll in the following benefit plans – medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enroll in each and every one of the benefit plans and shall not be entitled to except any of them.

Where a casual employee subsequently elects to withdraw from the benefit plans, she must withdraw from all three plans. Casual employees failing to maintain the required payments shall have the benefit plans terminated. Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll.

(b) **Benefit Premium Refund**

Subject to the following conditions, casuals shall, on enrolment in the aforementioned benefit plans, be entitled to an annual lump sum refund paid by the Employer at the appropriate rate for the coverage obtained. Such payment is a reimbursement for each monthly benefit premium paid by the employee to a maximum of twelve (12) months.

- (i) In order to be eligible, casuals, once enrolled in the plan, must have worked 975 hours with the Employer during the yearly period October 1 to September 30.
- (ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.
- (iii) Employees failing to attain 975 hours as an enrolled casual employee in any one year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.
- (iv) Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.

(5) **Benefits for Casual Employees in Temporary Appointments**

Where a casual employee fills a position, posted or appointed, pursuant to Article 17.02 and occupies the position in excess of four (4) months, she will be entitled to the following benefits:

- (a) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 8% vacation benefit is not to be paid out on every payday but accrued instead;
- (b) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01 and be entitled to take such accrued sick leave in accordance with Article 42.02; and
- (c) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(G)(4)(a) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of four (4) months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(4)(a) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

- (a) The regular incumbent returns to the position; or
- (b) The casual employee is no longer working in the posted position.

Access to these benefits shall continue if the casual employee commences work in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

(H) **Seniority**

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year.

\*\* The calculation of seniority prior to April 1, 2013 will be based on 1879.2 hours.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) Seniority – Definition.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

1. Determine the number of hours worked in the 12 month period.
2. Divide by 52 weeks.
3. Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

**(I) Overtime Pay**

- (1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:
  - (a) The hours of work in one day exceed either:
    - (i) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or
    - (ii) the length of the extended shift offered and accepted.
  - (b) For any shifts worked in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
  - (c) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven and one-half (7.5) and eight (8) hours.
  - (d) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
  - (e) For any shifts worked in excess of 6 consecutive shifts where four (4) or more of the six (6) shifts are between seven and one-half (7.5) and eight (8) hours in length.
- (2) Overtime for shift care and client specific nursing assignments will be payable in accordance with current practice. (Reference Article 11.04(A)(5) and 11.04(A)(9)).

**(J) Probationary Period**

- (1) Newly hired casual employees will be probationary during their first three months of employment or 487.5 hours worked, whichever is greater.
- (2) For nurses working client specific assignments from home support agencies, the probation period for newly hired casual employees shall be 487.5 hours worked.

**(K) Employer Approved Education Programs**

Casual employees attending Employer approved education programs paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 156 hours at the employee's regular hourly rate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

## **ARTICLE 12 - ANNIVERSARY DATE AND INCREMENTS**

### **12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in Article 61 Wage Schedule Classifications.

### **12.02 Anniversary Date**

A regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 6.06 Superior Benefits and Article 12.03 Increments).

### **12.03 Increments**

A regular employee shall be entitled to increments based on a year's length of service subject to Article 37 Leave – General.

## **ARTICLE 13 - SENIORITY**

This Article is effective on the implementation date as defined in the Consolidation of Certifications Appendix.

### **13.01 Definition**

**(A) Regular Employee**

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

**(B) Casual Employee**

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1950 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position:

- (i) is entitled to seniority credit in the regular position for the total number of hours worked as a casual at all worksites of a health care employer signatory to the Nurses' Provincial Collective Agreement up to a maximum of the annual full-time equivalent 1950 hours per year; and
- (ii) the casual seniority hours worked at all worksites referred to in (i) above will be voided.

**13.02 Portability of Seniority**

Seniority relates to seniority with the Employer and is not portable with the exception of 51.02(H), or when an employee is transferred according to Section 4 of the *Health Authorities and Social Service Delivery Improvement Act*.

**13.03 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- (A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- (B) absence due to maternity leave as provided for in this Agreement;
- (C) absence due to any paid leave for the period of the leave;
- (D) absence due to the conduct of Union business;
- (E) absence due to lay-offs, for the first twenty (20) work days;
- (F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- (G) absence while on a long-term disability claim (including the qualifying period).

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

**13.04 Employment in Excluded Positions and Within Other Bargaining Units**

- (A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- (B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority. The maximum term of any such substitution in an excluded position shall be no greater than twenty-four (24) months in length unless otherwise agreed to with the Union.

**ARTICLE 13.04 - JOINT INTERPRETATION**

**Seniority**

The parties have agreed that twenty-four (24) months is the maximum time that a nurse can work in a temporary excluded position while continuing to accumulate seniority under the collective agreement. If an Employer wishes to have a nurse work in a temporary excluded position for longer than twenty-four (24) months while continuing to accumulate seniority, it must reach an agreement with the Union to extend the twenty-four (24) month time period.

**13.05 Merged Seniority Lists**

Seniority lists for employees covered by this collective agreement will be merged regardless of Union membership.

**13.06 Seniority Lists**

- (A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be posted on each Union bulletin board and a copy shall be forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

- (i) first name and last name;
- (ii) job status and posted FTE (regular full-time, regular part-time, casual);
- (iii) wage schedule classification;

- (iv) seniority date;
  - (v) seniority hours;
  - (vi) job titles;
  - (vii) worksite;
  - (viii) Social Insurance Number (subject to (B) below).
- (B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.
- It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.
- Social Insurance Numbers will not be included on those lists posted at the worksite.
- (C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format provided that it can be done so at no additional cost to the Employer.

## **ARTICLE 14 - PROBATIONARY PERIOD**

- (A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period, the employee shall be granted seniority dating from the first day of employment with the Employer.
- The term “three (3) months” is defined as the period from any given date in one month to the immediately preceding date three (3) months later.
- (B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- (C) During the probationary period, the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

## **ARTICLE 15 - TERMINATION OF EMPLOYMENT**

### **15.01 Employee Termination**

- (A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- (B) In addition to the twenty-eight (28) calendar day notice, regular employees in positions above the level of general staff nurse shall inform the Employer of their intention to terminate as soon in advance as possible.
- (C) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 45.04 (Scheduling of Vacation).
- (D) Provided that twenty-eight (28) days’ notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (C) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

### **15.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 15.01.

### **15.03 Notice – Penalty**

A regular employee who fails to give twenty-eight (28) calendar days’ notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an employee entitled to 8% shall be paid 6%; an employee entitled to 10% shall be paid 8%; etc.

### **15.04 Employer Terminations**

The Employer shall notify the Union of all employee terminations within seven (7) calendar days of the notice of termination. (Reference Article 9.06 Resolution of Employee Dismissal or Suspension Disputes.)

Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 Grievances and Article 10 Arbitration.)



## ARTICLE 16 - EMPLOYEE EVALUATION

### 16.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

### 16.02 Employee Rights

- (A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- (B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- (C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

### 16.03 Records Removed

#### (A) Records of Disciplinary Action

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of the suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

#### (B) 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) months after the date of the letter.

The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

## ARTICLE 16.03 - JOINT INTERPRETATION

### Records Removed

The parties have agreed that in circumstances where: 1) a request has been made by an employee to remove a letter of expectation, and 2) the behaviour or conduct that resulted in the letter of expectation has not reoccurred within a thirty-six (36) month period following the date of the letter, the Employer must remove the letter from the employee's file and destroy it. The parties have further agreed that this language can be applied to letters of expectation that pre-date the 2014-2019 Provincial Collective Agreement. For example, a letter of expectation issued prior to April 1, 2014 would be eligible to be removed from an employee's file thirty-six (36) months after the date of the letter (if the behaviour or conduct has not reoccurred) even though all or a portion of the thirty-six (36) month waiting period pre-dates the 2014-2019 Provincial Collective Agreement.

## ARTICLE 17 - VACANCY POSTINGS

### 17.01 Postings

- (A) The Employer shall post notice of all nursing vacancies, describing the position, department, worksite, the date of commencement, a summary of the job description and the required qualifications. Where the Employer has the capability to do so, all vacancies shall be posted electronically.
- (B) Positions will be posted twice a week on Tuesdays and Thursdays for a period of seventy-two (72) hours. The Employer will make selection decisions within seven (7) business days of the posting close date, unless there is a bona fide reason to amend this timeframe subject to mutual agreement between the Employer and the Union.  

A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.

This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.
- (C) The Employer will notify the successful applicant by email notification to the employee's preferred email address. In circumstances where the Employer does not have the capacity for email notification for the posting process, the Employer shall utilize another manner of notification as per the Employer's operational policy. Once the notification has been sent and confirmation of receipt received, the

employee shall accept or decline the position within forty-eight (48) hours of the time of confirmed receipt of offer. In the event that the employee is unavailable to respond, she may submit a response through a designate. If the Employer does not receive a response within this time period, the job will be offered to the next eligible applicant.

This provision shall be operative from the date of execution until the successful renegotiation of the 2019 PCA.

- (D) Notwithstanding Article 17.01(A) above, nursing vacancies in mental health services and in extended and intermediate care services will be dual posted for RNs and RPNs.
- (E) The Employer will post all Nurse 3 positions (with the exception of Public Health and Preventative Nurses) without the requirement for a BScN degree.

Where the Employer determines that a Nurse 4 position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience (with the exception of Public Health and Preventative Nurses).

**Definition (for NBA Nurse 4 position equivalency statement only):**

A nurse holds education, training, and experience equivalent to the BScN/BScPN degree if s/he:

- a) is registered with the College of Registered Nurses or College of Registered Psychiatric Nurses of British Columbia; and
- b) meets all licensing requirements for continued competency as set by CRNBC/CRPNBC; and
- c) has recently practiced in a similar practice setting for a minimum of five (5) years; or
- d) holds any other combination of education and experience that the Employer deems to be equivalent to a BScN or BScPN degree.

**Nurse 4 positions – Clinician (CNL/PCC):** an RN/RPN who meets the requirements for equivalency as noted in the definition above.

**Nurse 4 positions – Program Development:** an RN/RPN who meets the equivalency requirements as defined above and has completed a degree, diploma, or certificate from a post-secondary institution that is directly related to leadership, supervision, and/or program development.

**Nurse 4 positions – Educator (CNE):** an RN/RPN who meets the equivalency requirements as defined above and has completed a degree, diploma or certificate from a post-secondary institution that is directly related to education.

**Definition:** of “similar practice setting” would include a similar patient/client/resident population, a similar level of acuity, and similar types of nursing interventions/ skills required to provide safe, quality patient and family-centred care.

**Definition:** of “recent” means within the last six (6) years of continuous employment.

- (F) Notwithstanding Article 17.01(A), 17.01(B), 17.01(C) and 17.01(D) above, if an employee is promoted or transfers into a new position within ninety (90) days of commencing work in a previous position, the Employer may award the resulting vacancy in the previous position to the next eligible candidate for that position without re-posting the vacancy. This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

## ARTICLE 17.01 - JOINT INTERPRETATION

### New Vacancy Posting Process (17.01)

The parties have agreed to a new process for posting vacancies. Under this process, vacancies will be posted twice per week on Tuesdays and Thursdays for a period of seventy-two (72) hours. Where the Employer has the capability to do so, all vacancies shall be posted electronically and emailed to the steward coordinator or designate at the worksite. Within seven (7) business days of the posting close date, the Employer is required to make its selection decision, unless the Employer and the Union agree there is a bona fide reason to amend this timeframe. As a result of this new seven (7) business day timeline, Employers will need to act quickly to schedule and conduct employee interviews during this period where an interview is part of the selection process. To ensure that this is possible, Employers should advise applicants of likely interview dates in the job posting to ensure availability. If there is a bona fide reason that an applicant cannot attend an in-person interview on an identified interview date due to unavoidable or emergent circumstances, the Employer should make reasonable efforts to facilitate an alternate interview process (e.g. a telephone interview) or alternate interview time where doing so will not unduly delay the selection process.

Once a selection decision has been made, the Employer will offer the position to the successful applicant by email to her/his "preferred email address" or by an alternative method as per the Employer's operational policy. To ensure that the Employer is aware of what the applicant's "preferred email address" is, the Employer should request this information as part of the application process for the vacancy. The successful applicant will have forty-eight (48) hours from the time that receipt of the offer is confirmed to accept or decline the position. Employers should make all reasonable efforts to confirm that an offer has been received, including a follow-up telephone call or in-person conversation as appropriate. If the Employer does not receive a response within forty-eight (48) hours of receipt of the offer being confirmed, the vacancy will be offered to the next eligible applicant.

### BScN Requirements in Job Postings (17.01)

Minor language changes have been made to make the provisions regarding when a BScN degree can and cannot be required in a job posting consistent with the changes to the collective agreement's classification system. The Nursing Policy Secretariat sought input from the NBA and the Employer to determine the definition of BScN equivalency and have included said definition in the language of 17.01.

### **Vacancy Posting Not Required When Position Turns Over within 90 Days (17.01)**

The parties have agreed that, if an employee is promoted or transfers into a new position within ninety (90) days of commencing work in her/his current position, the Employer may award the resulting vacancy to the next eligible candidate for that position without re-posting the vacancy.

### **17.02 Temporary Appointments**

(A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.

(B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of nine (9) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed fourteen (14) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.

(C) An employee that accepts a temporary Nurse 1 or Nurse 3 appointment up to fourteen (14) months in length shall commit to remain in the appointment for its entire duration unless the employee has a bona fide reason.

A casual employee may apply on any regular position which is available during the term of the appointment. If the casual employee is the successful candidate for the position, then that position shall be held for the casual employee until the term of the current temporary appointment is complete.

A regular employee will be able to apply on any regular position which may become available during the term of the temporary appointment provided that the vacancy arises in the same unit where the temporary appointment exists.

A regular employee may apply on any other position, outside of the unit where the temporary appointment exists, within six (6) weeks of the expiration of the temporary appointment.

The Employer may, at their discretion, release the employee into the regular position which they have been awarded. In the alternative, the Employer may post and fill the regular position with another employee in accordance with this Article until such time as the successful applicant for the position is released from the temporary appointment.

If a casual employee accepts a temporary appointment, they will receive regular benefits for the entire duration, with the exception of long-term disability, which they will receive for a maximum of two (2) years following the commencement of the temporary appointment and the employee will not be eligible to make a successive disability claim.

This provision shall be operative from the date of ratification for a twelve (12) month trial period at which time the parties will consider modifications or alternates to this provision. The parties will collect data, including survey material and other evidence-based information particularly regarding reasons for leaving the temporary position, which will be discussed at the Nurse Staffing Secretariat Steering Committee ("NSC") after the trial period.

(D) Where no employee accepts a temporary appointment, the Employer may appoint a newly graduated Licensed Practical Nurse, Registered Nurse or Registered Psychiatric Nurse directly into a temporary Level 1 or Level 3 appointment. Such appointments shall be exempt from the posting requirements of Articles 17.01 and 17.02. For the purposes of this Article, newly graduated nurses are Licensed Practical Nurses, Registered Nurses or Registered Psychiatric Nurses that have registered with the College of Licensed Practical Nurses of BC, the College of Registered Nurses of BC or the College of Registered Psychiatric Nurses of BC with a full practising license for the first time in the last eighteen (18) months and have not previously registered in another jurisdiction.

This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

(E) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

(F) In the event that an applicant for the posted position is not available to start the position within four (4) weeks of the commencement date of the temporary posting, the Employer shall not be required to consider such application.

### **ARTICLE 17.02 - JOINT INTERPRETATION**

#### **New process for Filling Temporary Appointments – Current Employees**

The parties have agreed to a new process for filling temporary vacancies. Under this process, temporary vacancies cannot exceed fourteen (14) months unless the Employer and Union agree otherwise, and temporary vacancies between nine (9) and fourteen (14) months in duration must be posted.

#### **Posting Requirements**

Temporary vacancies that are less than nine (9) months in duration do not need to be posted and can be filled at the discretion of the Employer. This means that the Employer can either call-out the vacancy through its casual call-out process (Article 11.04(E)) or directly appoint a casual or regular employee into the temporary vacancy for its entire duration. Where a temporary vacancy of less than nine (9) months in duration is called-out through the casual call-out process, the employee that fills the vacancy would not be required to commit to remain in the vacancy for its entire duration and would receive benefits as set out in Article 11.04(G)(5).

### **Obligation to Remain in Appointment**

When an employee – whether casual or regular – accepts a temporary Level 1 or Level 3 appointment up to fourteen (14) months in duration, s/he must commit to remain in the vacancy for its entire duration unless s/he has a bona fide reason (unavoidable due to unforeseen urgent and emergent circumstances) as to why s/he cannot complete the appointment.

A casual employee may still apply for any regular vacancy that is available during the term of their current temporary appointment. If the casual employee is the successful applicant for the position, it will be held for the casual employee until the term of their current temporary appointment is complete.

A regular employee who has accepted a temporary appointment may apply on any regular position that becomes available in the same unit as the temporary appointment. The same regular employee may only apply for any other positions (other temporary or regular vacancies outside of the unit of the temporary appointment) within six (6) weeks of the expiration of the temporary vacancy. The Employer may, at its discretion, release the employee into the regular position that s/he has been awarded, or may post and fill the regular position as a temporary vacancy until the successful applicant is released from her/his current temporary appointment.

Upon release from a temporary appointment, a regular employee will return to their regular position and a casual employee will return to the casual list.

### **“Regular Benefits” Available to Casual Employees in a Temporary Appointment**

A casual employee in a temporary appointment will receive the following specified “regular benefits” for the duration of the vacancy, with the exception of long-term disability, which s/he will only receive for a maximum of two (2) years following the commencement of the temporary appointment. For the purposes of Article 17.02 only, “regular benefits” means medical, dental, extended health, sick bank, special leave bank, education leave, jury duty, vacation, life/AD&D, limited LTD (as set out above), and statutory holidays. Temporary appointments must be for a duration of four (4) months or longer for a casual employee to receive access to the above specified Article 17.02 “regular benefits”.

Casual employees in temporary appointments will be paid overtime per Article 27 for the duration of the appointment. Article 38 – Parental Leave does not apply to casual employees in temporary appointments.

### **Employment Status while in Temporary Appointments**

An employee does not change status for the period of time that s/he is in a temporary appointment.

Casual employees who successfully post into a regular position during the period of their temporary appointment will attain regular status as of the start of their regular position.

e.g.: A casual nurse is in a temporary appointment that ends December 31, 2019. S/he is the successful applicant for a regular position starting on September 1, 2019. The Employer may, at its discretion, (i) hold the nurse in his/her current temporary appointment until December 31, 2019 and backfill the regular position, or (ii) may release the nurse to the regular position. In the first example, despite having to remain in the temporary appointment until December 31, 2019, the nurse attains regular status as of September 1, 2019.

For clarity, once a casual employee has successfully posted into a regular line, s/he will be treated as regular status and will receive all regular benefits and entitlements as of the regular position’s start date (e.g. Article 13.01(A) Seniority – Regular Employee, Article 19 – Lay-off & Recall, Article 38 – Parental Leave, Article 53 – Qualifications Differential, Article 55 – Severance Allowance, etc.).

The above process for filling temporary appointments will be operative for a 12-month trial period following the date of ratification after which the parties will consider modifications or alternates to this provision.

### **New Process for Filling Temporary Appointments – Newly Graduated Nurses**

Where no current employee accepts a temporary vacancy, the employer may appoint a newly graduated nurse directly into a temporary Level 1 or Level 3 appointment. Such appointments shall be except from the posting requirements of Article 17.01 and 17.02. Newly graduated nurses are nurses who have registered with the applicable nursing college with a full practicing license for the first time in the past eighteen (18) months and have not previously registered in another jurisdiction.

## **17.03 Temporary Positions**

- (A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, pilot projects, or term specific assignments) for up to twelve (12) months’ duration, with the exception of capital projects which may be posted for up to thirty-six (36) months. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.

- (C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

### ARTICLE 17.03 - JOINT INTERPRETATION

#### Temporary Positions

Employers will be able to create regular temporary project positions for up to twelve (12) months for grant-funded projects, pilot projects, or for term-specific assignments, and up to thirty-six (36) months for capital projects.

#### 17.04 Seasonal Part-time Positions

- (A) For the purposes of this Article of the collective agreement, Seasonal Part-time Positions are positions that are created by the Employer to address ongoing staffing challenges, such as those in geographic locations that have seasonal changes in service delivery needs.
- (B) A Seasonal Part-time Position may be created by compressing a specified annual FTE into a smaller portion of a year (for example, an employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.
- (C) Employees working in Seasonal Part-time Positions shall be covered by the provisions of this Agreement except as provided otherwise below.
- (D) Employees may obtain a Seasonal Part-time Position through a Seasonal Part-time vacancy posted pursuant to Article 17 - Vacancy Postings.
- (E) An employee working in a Seasonal Part-time Position may choose to be paid either:
1. for those hours actually worked; or
  2. as a part-time FTE (for example, in the situation described in Article 17.04(B) above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours and when not working during the remainder of the year.
- (F) Seasonal Part-time employees' vacation and sick leave accruals shall be based on hours paid.
- (G) Seasonal Part-time employees shall only use sick leave during the compressed work period described in Article 17.04(B) above.
- (H) After the completion of the term, a Seasonal Part-time position may be eliminated at the discretion of the Employer upon sixty (60) days' notice to the employee working in the Seasonal Part-time position. If the Seasonal Part-time position is eliminated by the Employer, the employee that had been working in the position will, at the discretion of the Employer, either be returned to her previous position or be entitled to all displacement rights under the PCA.
- (K) This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

### ARTICLE 17.04 - JOINT INTERPRETATION

#### Seasonal Part-Time Positions

The parties have agreed that the Employer may create Seasonal Part-time Positions by compressing a specified annual FTE into a smaller portion of a year (for example, an employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). Seasonal Part-time employees retain regular part-time status year-round, however, during the months when the employee is not working (the remaining six (6) months, per the above example), the employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer. Seasonal Part-time Positions must be posted pursuant to the terms of the Collective Agreement. Variations would also need to be made to certain entitlements for Seasonal Part-time employees, including:

- the employee's vacation and sick leave accruals shall be based on hours paid;
- the employee shall only use sick leave to replace actual scheduled lost hours (including casual shifts that he or she may choose to pick up in the months that the employee is not required to work); and
- where the Seasonal Part-time employee is scheduled full-time during a compressed period, the employee will be entitled to the overtime provisions of Article 27 during the compressed period only.

A Seasonal Part-time Position may be eliminated at the discretion of the Employer upon sixty (60) days' notice to the employee working in the Seasonal Part-time Position.

## **17.05 Regular Float and Relief Positions**

- (A) Where the Employer believes that it is operationally more efficient and cost effective to utilize regular float positions for work as defined in Article 11.04(A), the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01 Postings.

A float nurse is a regular employee who is utilized for work as defined in Article 11.04(A) on a ward, unit, or program, or a series of wards, units or programs at or from a designated worksite.

- (B) Where the Employer believes that it is operationally more efficient and cost effective to utilize regular relief positions for work as defined in Article 11.04(A), the Employer will establish regular relief positions. The Employer shall post and fill these positions in accordance with Article 17.01.

Where appropriate, a float/relief employee may be required to perform work at more than one worksite of the Employer. All expenses incurred will be paid by the Employer.

This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

### **ARTICLE 17.05 - JOINT INTERPRETATION**

#### **Regular Float and Relief Positions**

The parties have agreed that where the Employer believes that it is operationally more efficient and cost effective to utilize regular relief positions for work, as defined in Article 11.04(A), the Employer will establish regular relief positions. The Employer shall post and fill these positions in accordance with Article 17.01.

Where appropriate, a float/relief employee may be required to perform work at more than one worksite. The posting for the float/relief position will identify all worksites for which the employee will be required to report and perform work. The posting will also identify a designated home site for supervisory and administrative purposes only. All expenses incurred will be paid by the Employer. Appropriate expenses will be agreed to at the local level.

## **17.06 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- (A) Where an increase or decrease in hours is required in a unit, ward, or program, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- (B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.08 or less, the Employer will not be required to issue displacement notice to the incumbent. Where displacement is triggered, the part time employee may waive displacement and select a line on the rotation. A change under this clause shall be limited to once a year except by mutual agreement.

## **17.07 Posting of Successful Candidate**

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s).

## **ARTICLE 18 - PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

### **18.01 First Consideration**

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.06. The Employer shall provide such reasons within a further fourteen (14) calendar days.

At this stage the parties recognize the potential benefit of expediting the filling of vacancies by agreeing to enable a Nurse Level 1 or Nurse Level 3 to apply on vacancies that are equivalent to their current position without the need for a formal interview process and based on seniority but will need to establish agreed policy on what equivalency means linked to safe patient care.

As such, the parties agree to develop a policy and then implement that policy within thirty (30) days of ratification. This issue will be resolved between the parties by negotiation only and will only apply to employees within Nurse Level 1 and 3 positions.

The implementation will be monitored, issues noted and modifications made as agreed one year after implementation.

This provision shall be operative from the date of execution until the successful renegotiation of the 2019 PCA.

## **ARTICLE 18.01 - JOINT INTERPRETATION**

### **First Consideration**

The parties recognize the potential benefit of expediting the filling of vacancies by agreeing to enable a Nurse Level 1 or Nurse Level 3 to apply on vacancies that are equivalent to their current position, without the need for a formal interview process and based on seniority. The intent is to permit nurses to move into positions based on their seniority. Applicants must possess the registration, skills and abilities as set out in the job description. Nurses will be provided with the usual unit/program orientation.

The parties agreed to the following interpretation of this change:

### **Non-Specialty**

Where an employee is applying for a non-specialty vacancy within their same level (N1 to N1 position or N3 to N3 position) and within or across one or more of the enumerated program areas below, they will be deemed qualified and competent and will not need to go through the interview process.

Employees will be able to move within or across the following program areas without the need for an interview:

- General Medical/Surgical Inpatient Units
- Community Services (e.g. home health, public health, primary health care, mental health)
- Residential Care\*

For example, employees in Medical/Surgical will be able to move to the Community or Residential Program Areas on the basis of seniority, without the need for an interview. Conversely, employees in the Community or Residential Program Areas will be able to move to Medical/Surgical on the basis of seniority without the need for an interview.\*

\*Nurses choosing to move from Residential Care to Acute Care may be required to participate in an informal conversation with the manager of the Acute Care unit to discuss the prospect for a successful transition.

### **Rural/Pediatric**

Where an employee is applying for a vacancy in either a Rural or a Pediatric program, an employee may be required to participate in an interview process.

### **Mechanism for management to discuss patient safety and/or practice concerns**

After the position has been awarded to the senior internal N1/N3 applicant, in situations where the work environment and patient population is significantly different than the nurse has experience with, and if the manager has patient safety or practice concerns, the manager will:

- a. Meet the successful applicant, with the union steward, share the concerns and describe the program/unit's usual orientation; and
- b. Proceed with the orientation, which may include an assessment of the individual's potential for successful transition.

### **Monitoring and Review**

The parties agree to review the implementation of this change. HEABC and BCNU agree to meet and develop a shared understanding of what information will be tracked by employers. The intent is to gather relevant information to support a review of this change in process, without imposing a significant administrative burden on managers or HR departments.

The parties agree to meet in March 2018 to review the information and impact of this change.

### **Timing**

Recognizing the significance of this change and the fact that systems support for the hiring process will require some reconfiguration, the parties agree that this change to the hiring process will be effective for any positions posted on or after April 25, 2017.

## **18.02 Filling Vacancies**

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

The Employer will make all reasonable efforts to place the successful employee in the position within thirty (30) days of the posted start date.

## **18.03 Qualifying Period**

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in her new position for a period of ninety (90) calendar days.

If a regular employee is promoted or transferred to a position either within or outside the certification and is found to be unsatisfactory, she shall be returned to her previously held position.

If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

#### **18.04 Orientation and Training**

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite or new to the unit/ward to enable the employee to adjust.

Orientation shall include:

- (A) fire and disaster plan
- (B) organizational structure
- (C) relevant policies and procedures
- (D) physical layout of the worksite and unit
- (E) duties of the position

Employees required to attend such programs will be paid at the applicable rate of pay.

#### **18.05 Returning to Formerly Held Position**

- (A) From Outside of Bargaining Unit

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 13.04 - Employment in Excluded Positions and Within Other Bargaining Units.)

- (B) From Within Bargaining Unit

A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

- (C) Other Employees Affected

Any other employee who was promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to her formerly held position under the same terms and conditions as stated in (B) above.

#### **18.06 Salary on Promotion**

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars (\$200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

#### **18.07 Increment Anniversary Date**

A promotion shall not change an employee's increment anniversary date. (Reference Article 12 – Anniversary Date and Increments.)

#### **18.08 Relieving in Higher- or Lower-Rated Position**

- (A) A regular or casual employee relieving in a higher-rated job shall receive the rate of pay attracted by the position. The Employer will apply the promotional language (18.06) and the employee will receive the higher rate of pay from the first day worked in the position.
- (B) If a regular employee is temporarily assigned to a lower-rated position, the employee shall incur no reduction to wages or benefits.

### **ARTICLE 18.08 - JOINT INTERPRETATION**

#### **Relieving in Higher- or Lower-Rated Positions**

Both regular and casual employees relieving in a higher-rated position will receive the rate of pay attracted by the position. The Employer will apply the promotional language of Article 18.06 and the employee will receive the higher rate of pay starting the first day worked in the position.

Where an Employer temporarily assigns a regular employee to a lower-rated position, that employee will not incur a reduction to wages/benefits. This language does not apply to casual employees, or regular part-time employees picking up casual shifts.



## 18.09 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

## ARTICLE 19 - LAY-OFF & RECALL

This Article is effective on the implementation date as defined in the Consolidation of Certifications Appendix.

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

### 19.01 Displaced Employees

In the event of a reduction in the work force, regular employees shall be laid-off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid-off.

An employee who is qualified and yet unwilling to do the work shall be laid-off.

#### (A) Notice to the Union

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

#### (B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies within their worksite, a list of unfilled vacancies within the respective Employer, a current union seniority list for the worksite (see Article 13.05) as well as a seniority list for the respective Employer, and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) or Article 19.01(B)(2)(d).

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable worksite bump is available per Article 19.01(B)(2)(d) prior to that time, the displaced employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 19.01(B)(2)(e).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions:

#### (1) Vacancies

- (a) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for two (2) months prior to the issuance of displacement notices.
- (b) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted, or unfilled vacancies that have been previously posted and gone unfilled. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.
- (c) In the event that the Employer deems that the displaced employee is not qualified for the chosen vacant position, the Employer shall provide the usual unit orientation, education and training to the nurse provided that such usual unit orientation, education and training does not exceed six (6) weeks or as mutually agreed. After the nurse has successfully completed the usual unit orientation, education and training, the nurse will be deemed qualified for the position by the Employer. This option is only available to displaced employees once per layoff. If a displaced employee is unsuccessful following the above, the employee will be required to fill a comparable vacancy.
- (d) Throughout the term of the employee's education and training, and until the employee has commenced employment in their new position, the Employer shall continue to pay the employee at the same wage rate as that of their previous position and continue to provide benefits.

For vacancies and unfilled vacancies, first consideration is given to displaced employees at the originating worksite, second consideration is given to displaced employees from other worksites within the Employer, and third consideration is given to all other employees.

#### (2) Bumping

- (a) Displaced employees who have chosen not to select an available vacancy, or do not have access to a vacancy, can elect to bump to a position in line with seniority (subject to 2(c) below).

- (b) In the event that the Employer deems that the displaced employee is not qualified for the chosen bump, the Employer shall provide the usual unit orientation, education and training to the nurse provided that such usual unit orientation, education and training does not exceed six (6) weeks or as mutually agreed. After the nurse has successfully completed the usual unit orientation, education and training, the nurse will be deemed qualified for the position by the Employer. Nurses who elect to bump into a specialty position must possess the required education.

Throughout the term of the nurse's education and training and until the nurse has commenced employment in their new position, the Employer shall continue to pay the nurse at the same wage rate as that of their previous position and continue to provide benefits.

This option is only available to displaced employees once per layoff. If a displaced employee is unsuccessful following the above options, the employee will be required to bump into a comparable position.

- (c) Displaced employees will choose a position to bump into by designating:
- (i) the FTE;
  - (ii) the unit/ward/program (program for community nurses only); and
  - (iii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.

They will then bump to the position held by the junior employee with the designated FTE, shift pattern and unit/ward/program (program for community nurses only). Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 19.01(B).

- (d) **Worksite Bumping**

Displaced employees will review their bumping options in their own worksite first and follow the bumping procedures as listed in (a)-(c) above.

- (e) **Bumping outside of the worksite where applicable**

- (i) Should a displaced employee not be able to bump into a position that is comparable, and they do not volunteer to bump into a non-comparable position, they will be deemed to have exhausted their bumping options at the worksite and may exercise their bumping rights, as above, at other Employer worksites.
- (ii) A comparable position will be defined as a position that is:
  - (a) within a field of practice sharing a common clinical focus (e.g.: medical, surgical, extended care, intensive care, psychiatric care, etc.) with the employee's pre-displacement field of practice;
  - (b) +/- 0.2 FTE of the employee's pre-displacement FTE; and
  - (c) does not require the employee to change their status; and
  - (d) within their pre-displacement wage rate.

- (3) **Lay-off**

If a displaced employee finds there is no satisfactory position available to her, she may elect lay-off.

- (4) **Access to Casual Work**

A laid-off employee may have access to casual work without affecting her status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03.

- (5) **Severance Allowance**

A laid-off employee shall be entitled to severance allowance pursuant to Article 55.

(C) **Displacement Processes**

- (i) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- (ii) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.
- (iii) An employee selecting or bumping into a position under Article 19.01(B)(1) or 19.01(B)(2) shall be considered a qualifying employee pursuant to Article 18.03 and shall be entitled to orientation as specified in Article 18.04. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.
- (iv) Any change in position under Article 19.01(B)(2) shall not result in a promotion or demotion unless agreed upon between the Union and the Employer.

- (v) A displaced employee filling a lower-rated position under 19.01(B)(1) or (2) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump or fill a lower-rated position under 19.01(B)(1) or (2) rather than accepting a vacancy or unfilled vacancy within their own classification at their worksite or within their geographical area, which they are qualified and capable to perform. Such employees shall assume the rate of pay of the lower-rated position.
- (vi) "Geographical Area" means a worksite located within fifty (50) kilometers of the employee's originating worksite.

**19.02 Advance Notice**

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

**(A) Regular Full-Time Employees**

- (1) less than five (5) years' service – twenty-eight (28) calendar days' notice  
or  
regular pay for twenty (20) work days;
- (2) minimum of five (5) years' but less than ten (10) years' service – forty (40) calendar days' notice  
or  
regular pay for thirty (30) work days;
- (3) more than ten (10) years' service – sixty (60) calendar days' notice  
or  
regular pay for forty (40) work days.

**(B) Regular Part-Time Employees**

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime) x **(work days) in lieu of notice}}{(162.5 \text{ hours})}$$

- \* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)
- \*\* Entitlement as in (A)(1), (2) or (3).

**(C) Application**

- (1) service with a previous Employer shall not be included as service for the purpose of this Article;
- (2) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

**19.03 Benefits Continued**

- (A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 37 – Leave – General.)
- (B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- (C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- (D) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

**19.04 Recall**

- (A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

Laid-off employees may decline recall to one regular position within the Geographical Area without affecting their lay-off status. Laid off employees will be offered but are not required to accept regular positions outside the Geographical Area.

- (B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.  
Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.
- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- (D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- (E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

### **19.05 Recall Period**

Post probationary employees who are laid-off beyond a one-year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three (3) month period of time shall be deemed to be terminated.

### **19.06 Leaves of Absence**

Employees on leave of absence are not subject to lay-off until completion of such leave.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE, AUTOMATION**

This article is impacted by the Health and Social Services Delivery Improvement Act.

### **20.01 Technological Policy**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

### **20.02 Technological Displacement**

#### **(A) Employee Notified**

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

#### **(B) Union Notified**

- (1) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- (2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

### **20.03 Wages on Reassignment**

An employee reassigned to a lower-rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at her current wage rate until the wage rate in the new position equals or exceeds it.

### **20.04 Lay-Off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 19 – Lay-Off and Recall.

## **ARTICLE 21 - CREATION OF NEW POSITION**

### **21.01 Employer Notice**

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

## **21.02 Implementation**

(A) If the Union objects to the Employer's classification assignment, it must do so via the Job Classification Review Procedure.

### **(B) Job Classification Review Procedure**

- (i) Where the Union has initiated the Job Classification Review Procedure, representatives of the Union and HEABC shall within twenty-eight (28) days consider which profile best describes the core function of the job in question and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.
- (ii) Failing resolution of the matter by negotiations, the matter may be referred by either party to the BCHOA as a classification arbitration. The Arbitrator shall consider the same criteria (see Article 21.02(B)(i)) as the parties in determining the appropriate classification/wage level for the job in question.
- (iii) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

## **ARTICLE 22 - CHANGE IN CLASSIFICATION**

### **22.01 Employer Notice**

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union pursuant to Article 23.

### **22.02 Implementation**

(A) If the Union objects to the Employer's classification assignment, it must do so via the Job Classification Review Procedure.

### **(B) Job Classification Review Procedure**

- (i) Upon initiation of the Job Classification Review Procedure, representatives of the Union and HEABC shall within twenty-eight (28) days consider which profile best describes the core function of the job in question, and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.
- (ii) Failing resolution of the matter by negotiations, the matter may be referred by either party to the BCHOA as a classification arbitration. The Arbitrator shall consider the same criteria (see Article 21.02(B)(i)) as the parties in determining the appropriate classification/wage level for the job in question.
- (iii) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.

### **22.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.

## **ARTICLE 23 - JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions.

## **ARTICLE 24 - JOB CLASSIFICATION AND PAY EQUITY PROCESS**

The parties agree to the principles of pay equity.

## ARTICLE 25 - WORK SCHEDULES

### 25.01 Master Work Schedule

Each Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

### 25.02 Determination of Work Schedules

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

### 25.03 Internal Schedule Change

Where a line on a unit, ward or program becomes vacant (the "original vacancy"), the original vacancy will be offered to all other regular employees on that unit, ward or program in order of seniority.

The Employer will offer regular vacancies to regular employees within a particular unit, ward or program on the basis of seniority and within their existing job status (F/T to F/T and P/T to P/T within 0.08 of their FTE) without a requirement to post the vacancy or conduct an interview. At no time in this process can line changes result in a change in classification, status or result in a difference of more than 0.08 FTE from the original vacancy FTE. The remaining vacancy will be posted in accordance with Article 17.01(B).

The above schedule change must be completed by the next posting cycle as described in 17.01(B) but allow for a minimum of seventy-two (72) hours.

This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

## ARTICLE 25.03 - JOINT INTERPRETATION

### Internal Schedule Change

Only those employees who "own" the line are entitled to bid in an internal schedule change under the above process.

### 25.04 Flexible Hours

The Employer and employees at each worksite agree to cooperate in developing and implementing mutually agreed flexible hours for scheduling particular positions. HEABC and the Union will consider and, if acceptable, approve variations to the agreement to accommodate this Article. Flexible scheduling arrangements awaiting approval shall remain in place until reviewed by the parties.

### 25.05 Posting of Work Schedules

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

### 25.06 Requirements of Work Schedules

- (A) Work schedules may take the form of either two-shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.
- (B) The employee may request in writing to work fixed evening or night shift.
- (C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- (D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- (E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.
- (F) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 – Definitions.)

### 25.07 Requirements of Work Schedules (Employees on Flexible Work Schedules)

This Article applies to all nurses who are employed in a program which provides other than 24-hour per day inpatient or residential care services (without restricting the generality of the foregoing, these shall include such services as home support, home care, long-term care case management, health promotion and prevention, and community mental health.)

- (A) The parties recognize the particular and unique needs of clients dealing with community based health care services and that the provision of such services cannot always be predicted accurately in advance. In the interest of client care, it is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of the services. In this regard, the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis.
- (B) The scheduled hours of work for nurses within this program shall be flexible to a maximum of 150 hours within a four (4) week period. The Employer will identify each four (4) week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.
- (C) It is intended that the base schedule to which flexibility is to be applied shall be a 7.5 hour work day.
- (D) In planning the proposed schedule, the 7.5 hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.  
The planning may also include the identification of possible day(s) or partial day(s) off. These day(s) are scheduled in anticipation of the employee working sufficient flexible time in excess of the base daily full-shift hours. It is understood that such day(s) off or partial day(s) will in fact be earned. It is also understood that employees are entitled to benefits in accordance with the base daily full-shift work day, as applicable while on paid or unpaid leaves of absence.
- (E) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.
- (F) The employee shall keep an accurate record of actual hours worked which will be submitted to his/her supervisor.
- (G) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.
- (H) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four (4) week period, it is agreed that no premium or penalty contemplated in Article 28 (Shift Premium and Weekend Premium) or 27 (Overtime) of the Provincial Agreement shall apply where it results from an employee exercising his/her right to flexible work arrangements pursuant to this Article. (See Appendix "N")
- (I) Increases or decreases in caseload shall be a determining factor in the scheduling of hours of work within the four (4) week averaging period.  
The parties agree that notwithstanding the above paragraph, the proposed daily schedule of hours of a regular part-time or casual employee who is working a flexible work schedule may be cancelled.
- (J) To ensure adequate services for the public and still maximize the number of employees with weekends scheduled off and evenings scheduled off, it may be necessary to schedule, by mutual agreement at the local level, six (6) consecutive days.
- (K) Flexible work schedules may be cancelled by either the employee or the Employer. Upon giving written notice of cancellation to the other party, new schedules will be implemented within ninety (90) days of the date of such notice. The new work schedules will comply with the conditions applicable to Continuing Care work schedules (i.e. Articles 25.06(A) to (D)).

## **25.08 Insufficient Notice**

- (A) Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change. (Reference Article 39.04(D) Changes in Schedule with Insufficient Notice.)
- (B) Insufficient notice shall not apply to employees working for home support agencies, except for Field and RN Supervisors.

## **25.09 Voluntary Shift Exchange**

When operational requirements permit, employees may exchange shifts among themselves provided that:

- (A) prior approval of such exchange is given by the employee's immediate supervisor; and
- (B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift exchange over and above those expenses which would have resulted had the exchange not taken place.

## **25.10 Leave of Absence Refused**

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 33 – Leave – Compassionate, Article 34 – Leave – Court Appearance, and Article 42 – Leave – Sick, do not apply.)

## **25.11 Extended Work Day Memorandum**

Variations to this article to provide for extended work days are contained in the Extended Work Day Memorandum attached to and forming part of this agreement.

## **25.12 Three Different Shifts Worked**

(Where operations are on a 24-hour continuous basis)

- (A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.
- (B) On implementation of revised work schedules as outlined in 25.05(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

## **ARTICLE 26 - HOURS OF WORK, MEAL PERIODS, REST PERIODS**

### **26.01 Hours of Work**

Effective April 1, 2013, there shall be an average of 37.5 work hours per week, exclusive of meal periods, or a mutually agreed equivalent.

The normal weekly full shift hours shall be an average of 37.5 hours per week. The normal daily full shift hours shall be 7.5 hours except for existing positions whose normal daily full shift hours are 7.2 hours. Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than 7.5 hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 25.02).

The base day for benefit calculation purposes is 7.5 hours.

### **26.02 Consecutive Hours of Work**

The daily hours of work for each employee shall be consecutive with the following exceptions:

- (1) Client specific nurses working from home support agencies working more than one (1) scheduled shift per day shall have the right to refuse split shifts except those confined to a twelve (12) consecutive hour period.
- (2) Employees subject to a flexible work schedule arrangement may work split shifts, where the employee requests a split shift and the Employer agrees.

### **26.03 Meal Periods**

- (A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 26.03(A) also applies to employees working overtime.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:
  - (1) the employee is scheduled to work a 7.5 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8.0 hours pay at regular rates;
  - (2) the employee is scheduled to work a 7.5 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 7.5 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
  - (3) in the event an employee in (1) above is recalled to duty during her meal period the provisions of (2) apply.
- (C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period.
- (D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 Overtime.

### **26.04 Rest Periods**

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one fifteen (15) minute rest period.

### **26.05 On-Call Time**

Hours of work shall not include on-call time.



## **26.06 Standard/Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

## **ARTICLE 27 - OVERTIME**

### **27.01 Definition**

- (A) Except as in (B) below, overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 Hours of Work.
- (B) For employees working a flexible schedule pursuant to Article 25.06 – Requirements of Work Schedules, overtime means authorized work performed in excess of 150 hours in a designated four (4) week period, which shall be compensated at the rate of time and one-half (1.5) of the employee's regular rate of pay. It is understood that every reasonable effort will be made to schedule earned time off within the proposed schedule. Notwithstanding the paragraph above, in the event that an employee is unable to do so, it will be carried over to the next four (4) week period where it shall be scheduled off at a mutually agreeable time.

### **27.02 Authorization**

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

### **27.03 Employee's Right to Decline Overtime**

#### **(A) General Rights**

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

#### **(B) Double Shift and Work on a Scheduled Day Off**

A regular full-time employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

### **27.04 Application**

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.
- (C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

### **27.05 Overtime Pay Calculation**

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

- (A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

- (1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;
- (2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 Hours of Work.

- (B) Overtime at the rate of double (2 times) shall be paid on the following basis:

- (1) for all hours in excess of those worked in (A)(1) above;
- (2) for all hours in excess of those worked in (A)(2) above;
- (3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
  - (a) (i) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

- (ii) in excess of six (6) consecutive shifts where the shift length is between seven and one-half (7.5) and eight (8) hours.
- (iii) in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
- (iv) in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven and one-half (7.5) and eight (8) hours in length.

(b) more than 225 straight time hours over the course of three (3) consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

(C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:

- (1) for all overtime hours worked on a calendar paid holiday;
- (2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days' notice.

## **ARTICLE 27 - JOINT INTERPRETATION**

Overtime that is pre-booked greater than forty-eight (48) hours in advance of the shift shall be offered to employees by seniority order, once call-in technology has been implemented in each health authority.

The parties have agreed that this agreement will be implemented on a health authority basis, once the health authority has implemented technology which automates the process by which overtime shifts are offered to staff. Specifically, as Health Authorities implement automated call-in technology for areas of the organization, the Health Authority will offer overtime that is pre-booked greater than forty-eight (48) hours in advance of the shift, by seniority order.

Health Authorities will have four (4) weeks after this agreement is signed to ensure their automated systems are configured to offer overtime that is pre-booked greater than forty-eight (48) hours in advance of the shift, to employees by seniority order.

## **ARTICLE 28 - SHIFT PREMIUM AND WEEKEND PREMIUM**

(This Provision is not applicable to certain Employers. See Article 25.07(H))

### **28.01 Application**

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked during the evening or night shift.

### **28.02 Shift Premium**

The evening shift premium shall be 70¢ per hour. Effective April 1, 2006, the night shift premium shall be \$3.50 per hour.

### **28.03 Weekend Premiums**

Effective April 1, 2006, an employee shall be paid a weekend premium of \$2.00 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective April 1, 2016, an employee shall be paid a weekend premium of \$2.30 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

### **28.04 Super Shift Premium**

Effective April 1, 2001, an employee shall be paid a super shift premium of \$1.00 per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. The premium shall be in addition to night and weekend premiums.

Notwithstanding the above, where an Employer's standard night shift is 2300 to 0700, the super shift premium will be paid for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday.

## ARTICLE 29 - ON-CALL, CALL-BACK AND CALL-IN

### 29.01 Definitions

- (A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.
- (B) Call-back means the period during which an employee is scheduled off-duty and is either:
  - (1) on-call and reports to duty at the Employer's request;
  - (2) on-call and takes a telephone call without attending the worksite, office or client's home; or
  - (3) is not on-call and returns to duty, at the Employer's request, after the completion of her shift.
- (C) Call-in means the period of time that an employee reports for duty, at the Employer's request, for unscheduled work.

### 29.02 Application

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

### 29.03 On-Call

#### (A) Premium

Effective April 1, 2009, an employee on-call shall be paid premium of \$3.75 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2016, an employee on-call shall be paid a premium of \$5.75 per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive \$6.25 per hour.

#### (B) On-Call Limited

Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

#### (C) Pagers

Should the Employer require an employee to have a pager or beeper available during her on-call period, then all such related expenses for such devices shall be the sole responsibility of the Employer.

### 29.04 Call-Back

#### (A) Compensation

(i) Return to provide care: Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.

(ii) Telephone call back: A nurse who responds to a call from the worksite about a patient-related concern or from a client by telephone without attending at the office or at the home of the client will be compensated at one and one half (1.5x) times the normal rate of pay for thirty (30) minutes for each call from a worksite or client regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes. This clause will be reviewed by the parties in a timely manner due to an arbitration which the Union has not waived its rights to and the employer has not had the opportunity to review.

#### (B) Call-Back on a Paid Holiday

An employee receiving the on-call premium specified in Article 29.03 and who is called back to work on any of the paid holidays listed in Article 39 shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

(C) For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

### 29.05 Application of Call-Back

#### (A) Functions of Employee on Call-Back

Employees called back to a worksite, office or client's home shall be required to perform all functions which are related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated, non-emergency functions.

#### (B) Employee Option: Time Off or Cash

Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer.

## 29.06 Call-Back Travel Allowance

An employee called back to a worksite, office or client's home shall receive call-back travel allowance as follows:

- (A) effective November 1, 2012, fifty-two cents (\$0.52) per kilometer;
  - or
  - (B) where public or private transportation facilities are not available, taxi fare from home to hospital and return.
- In either (A) or (B) above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

## 29.07 Call-In

- (A) A regular part-time or casual employee reporting to a worksite, office or client's home at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours' pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours' pay at the regular rate if the employee commences work.
- (B) A regular full-time employee reporting to a worksite, office or client's home at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall receive a minimum of two (2) hours' pay at the applicable rate if the employee does not commence work or if she works for less than two (2) hours. If the employee works for more than two (2) hours, she shall be paid for all hours worked at the applicable rate of pay.

## 29.08 Insufficient Off-Duty Hours

The purpose of this provision is to ensure that employees receive adequate rest where the Employer is requiring them to be on-call or called back to a worksite, office or client's home.

- (A) If an employee works Employer-required overtime immediately following her regular shift or is called back to a worksite, office or client's home and does not receive a total of eight (8) consecutive hours off duty after completion of the call back and the start of her next regularly scheduled shift, then the employee will not be required to report for duty until the employee has received a total of eight (8) consecutive hours off duty. In such instances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift. All hours worked will be at the applicable rate of pay.
- (B) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (C) This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty as stated in subsection (A) above.

## ARTICLE 29 - JOINT INTERPRETATION

### 29.01 Definitions

The definition of "Call-Back" has been expanded to include staff that are scheduled on-call by the employer and take a telephone call, without having to attend the worksite, office or client's home.

### 29.04 Call-Back

The parties have agreed that telephone call-backs will be compensated as follows:

#### Acute Care:

- (A) Compensation
  - i. Telephone call back: acute care employees responding to a telephone call-back shall receive a minimum of two (2) hours pay at one and one half (1.5) times normal rate of pay and two (2) times the normal rate of pay thereafter.

#### Community Care:

- (B) Compensation
  - i. Return to provide care: employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates as provided in Article 27.05, for each separate call-back.
  - ii. Telephone call back: compensation is paid at one and one half (1.5) times normal rate of pay for a minimum of thirty (30) minutes for each call. Where a nurse receives multiple calls in the same 30-minute time period, the parties have agreed to compensation as follows:
    - a. One call under 30 minutes: nurse receives 30-minutes pay at 1.5x normal rate of pay.
    - b. Call over 30 minutes: compensation for total time of the call at 1.5x normal rate of pay.

- c. Two or more calls in the same 30-minute period relating to different patients: compensation is 30 minutes pay for each call receives at 1.5x normal rate of pay.
- d. Two or more calls in the same 30 minute period relating to the same patient: compensation is 30 minutes pay at 1.5x normal rate of pay, regardless of how many calls are received in that 30-minute period.

**Normal Rate of Pay**

The normal rate of pay is defined as the rate being paid on any given day; for example, stat holiday normal rate of pay for the day is either double time or double time and one half for the superstats. The on-call nurse would receive 1.5x this normal rate of pay.

**29.07 Call-In**

The parties have agreed that where a regular full-time nurse reports to a worksite, office or client’s home, at the call of the employer, for unscheduled work, the nurse shall receive a minimum of two (2) hours pay at the applicable rate, regardless of whether they commence work or works less than two (2) hours. If the employee works for more than two (2) hours, they will be paid for all hours worked at the applicable rate of pay.

This provision does not apply to nurses who are designated on-call or on a call-back.

**29.08 Insufficient Off-Duty Hours**

The purpose of this provision is to ensure that employees receive adequate rest where the employer is requiring them to be on-call and they are called back to a worksite, office or client’s home. This provision does not apply to telephone call-backs.

Employees must receive a total of eight (8) consecutive hours off duty after completion of a call-back and before the start of their next regularly scheduled shift.

The parties have agreed that this provision will not apply to an employee that is called back to work within sixty (60) minutes of the start of their next regular scheduled shift. In such cases, the employer will compensate the employee at the applicable rate of pay, and the nurse will not be granted an additional eight (8) consecutive hours off duty.

If an on-call employee receives a call-back within the 8-hour window prior to the start of their next shift, they must advise their Supervisor in advance that they will not be reporting for duty at their scheduled time. Employers will develop a clear process by which employees can communicate this situation to their managers.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty.

**ARTICLE 30 - RESPONSIBILITY PAY**

A Nurse 3 (N3) level general duty nurse designated in charge of a ward, unit or worksite for three (3) hours or more shall be paid an allowance of \$1.25 per hour.

An employer may designate or assign ‘in-charge’ duties to a Nurse 1 (N1) LPN, as set out above, in the following circumstances:

- (a) in sites where no bargaining unit Nurse 3 level RN or RPN is on shift at the ward, unit or worksite; or
- (b) where the only RN or RPN on the ward, unit or worksite is an agency nurse.

For small Employers such as adult day care agencies, mental health and home support the following shall apply:

A special allowance of \$9.38 per shift shall be paid to nurses designated in charge of a worksite for a specified shift.

A special allowance of \$1.25 per hour shall be paid to a Nurse 3 (N3) level nurse who is designated to relieve in a higher rated position within the bargaining unit.

An employee cannot receive both premiums referenced above on any given shift.

**ARTICLE 31 - NON-DISCRIMINATION**

- (A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- (B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- (C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- (D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

## ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties commit to establishing a culture of safety and violence reduction in every worksite.

In recognition of this, the parties agree to cooperate in the promotion of safe work habits and safe working conditions and 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 location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

### 32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

The improved effectiveness, streamlined and singular report mechanisms of the Joint Occupational Health and Safety Committee ("JOHSC") will have benefit to overall workplace safety and well-being, including improved claims management.

The Employer shall establish a JOHSC at all worksites as determined by the *Workers Compensation Act*. The Employer will also consider requests from the Union to establish either a JOHSC where there are less than twenty (20) employees or assign the worksite to an existing JOHSC.

Each JOHSC shall govern itself in accordance with the provisions of the *Workers Compensation Act* and applicable Occupational Health and Safety Regulations and shall be comprised of equal representation from the Employer and the Union, with each party appointing its own Committee Members. JOHSC Members appointed by the Union shall be chosen by the Union membership or appointed by the Union.

NBA JOHSC Members (or alternates) shall be released from their regular duties to attend JOHSC meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*. The Employer will reassign the work that would otherwise have been performed by the NBA JOHSC Member. This may include replacement of the employee.

The Joint Provincial Occupational Health and Safety and Violence Prevention Committee will meet within sixty (60) days of ratification to agree upon a universal format for JOHSC minutes. Once agreed, all minutes of the JOHSC will be sent to the Union in a timely manner.

Each party agrees to provide or cause to be provided to their respective JOHSC Members adequate training and orientation regarding the duties and responsibilities of Committee Members to allow the Members to fulfil those duties competently. Such training and orientation shall take place within six (6) months of the Member joining the JOHSC.

Where the JOHSC is conducting an accident investigation involving a NBA member, the designated NBA JOHSC Member (or alternate) shall be released from her regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the NBA JOHSC Member for the duration of the investigation. This may include replacement of the employee. Where an investigation is scheduled outside the NBA JOHSC Member's regular hours, the Member will be paid at the applicable rate of pay.

Within sixty (60) days of ratification, the parties agree to jointly pursue the development of OH&S curriculum at the OHSVPC to improve JOHSC effectiveness.

### 32.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

### 32.03 Safe Workplace

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- (B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- (C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall 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. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- (D) Critical incident support shall be provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. Appropriate resources will be made available as soon as possible following the incident. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay.
- (E) The Employer will 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/clients, and the safe handling of materials and products.

Nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population shall also be provided with orientation, job shadowing, and/or in-service where necessary for a minimum period of three (3) weeks including:

- job shadowing with an experienced nurse,
- familiarization with available patient resources,
- development of environmental assessment skills,
- familiarization with client population,
- development of appropriate care plans, and
- ground rules for safe visitation of clients.

The Employer will make readily available ongoing and updated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

- (F) In keeping with the MOU *Workplace Violence Prevention* between HEABC, NBA and the MOH, Health Authorities and Providence Health Care and all Affiliate Employers agree to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02.

## ARTICLE 32 - JOINT INTERPRETATION

### **Establishment of Joint Committees**

This provision reiterates the Employer's obligation to establish joint OH&S committees (JOHSC) in accordance with the *Workers' Compensation Act* (WCA), [RSBC 1996], c. 492.

For worksites with less than twenty (20) employees, the Employer will consider requests from the Union to either establish a JOHSC or will assign the worksite to an existing JOHSC.

### **Governance**

Committees are governed in accordance with the WCA and applicable Occupational Health and Safety Regulations.

### **Appointments to JOHSC**

The Employer and Union each appoint their own committee members and alternates.

### **Training**

The parties agreed that they are each responsible for ensuring that their respective JOHSC members have adequate training to fulfill their roles competently. Such training and orientation shall take place within six (6) months of the member joining the JOHSC. This is in addition to the training requirements in the WCA.

The parties remain committed to encouraging participation in OH&S committees:

HEABC will encourage facilities to expand the OH&S knowledge and skill base of all OH&S committee members. Such measures may include in-services, courses offered by external agencies, video training and printed matter. Further, HEABC and the NBA will jointly seek additional funding to further OH&S committee members' education.

HEABC will encourage senior managers of member facilities to actively participate as members on their respective OH&S committees.

The NBA will continue to encourage its members to actively participate on OH&S committees in each facility.

### **Development of Provincial OH&S Curriculum**

The parties have agreed to jointly pursue the development of OH&S curriculum at the Joint Provincial Occupational Health and Safety and Violence Prevention Committee (OHSVPC) to improve JOHSC effectiveness.

### **Minutes**

The Employer is required to send minutes of JOHSC meetings to the Union in a timely manner. The parties agreed to establish a universal format for JOHSC minutes. This has been referred to the OHSVPC to be completed.

### **Attendance at JOHSC Meetings and Participation in Related Duties/Functions including Accident Investigations**

The parties agreed to provisions that promote participation of designated NBA members in JOHSC meetings/related functions and/or accident investigations. This includes both preliminary (forty-eight (48) hour time limit to complete) and formal investigations (thirty (30) days to complete).

NBA JOHSC members and alternates will be released from their regular duties to attend committee meetings and all related duties and functions, including investigations.

The parties agree that in light of recent changes to the WCA, more discussion is required with respect to when/how this participation in accident investigations will occur. The parties agree to define these parameters within sixty (60) days. If agreement cannot be reached, the matter will be referred to a mutually agreed upon third party for determination on an expedited basis. Once agreed or decided, the parties agree to include this in the jointly developed OH&S training.

While the NBA member attends committee meetings/carries out related duties and functions and/or participates in accident investigations, the Employer will reassign work that would have otherwise been performed by the NBA JOHSC member. This may include replacing the employee.

The parties recognize that there are strict statutory timelines for completing investigations. As such, where an investigation is scheduled outside the NBA JOHSC member's or alternate's regular hours, the Employer will contact them using the agreed contact information and method (e.g. email address/phone number, etc.). If the member does not respond, the Employer will appoint another worker who has been previously designated as an alternate.

JOHSC members or alternates attending committee meetings and/or investigations outside their regular shift schedule are to be paid at the applicable rate of pay.

#### **Violence Prevention Training**

The parties have expanded the obligation to provide employees with violence prevention training to all Affiliate Employers as well as Health Authorities and Providence Health Care. The violence prevention training provided will be based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, the on-line modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02.

#### **Issues to be Referred to a Working Group for Further Discussion**

The parties agree to refer the following issues to a working group for further discussion:

- Direction on establishing a culture of safety
- The improved effectiveness, streamlined and singular report mechanisms of the JOHSC will benefit the overall workplace safety and well-being, including improved claims management
- Defining appropriate critical incident support

The working group will conclude the discussions on the above issues no later than March 31, 2017.

### **32.04 DELETED**

#### **ARTICLE 32.04 - JOINT INTERPRETATION**

#### **Transfer of Pregnant Employees**

Under the previous 32.04, a pregnant employee was required to take an unpaid leave if her physician determined that continuing to work in her current position was a risk to her pregnancy. With the deletion of this provision, a pregnant employee incapable of working leading up to her maternity leave will now be treated like any other situation where an employee has a medical condition or requires a medical accommodation. A pregnant employee may choose to draw from her sick leave bank or request an accommodation. Where a pregnant employee seeks an accommodation, her request should be treated in the same manner as any other accommodation request.

### **32.05 Provision for Immunizations**

- (A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- (B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

### **32.06 DELETED**

#### **ARTICLE 32.06 - JOINT INTERPRETATION**

#### **Workload**

The parties agreed to delete the previous Article 32.06 and to address all workload concerns through the Nurse Relations Committees ("NRC") at each Health Authority and Providence Health Care. For more information on these Committees, see the Memorandum of Agreement re: Nurse Relations Committee.



## ARTICLE 33 - LEAVE – COMPASSIONATE

### 33.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, step-child, parent (or alternatively step-parent), brother, sister, (or alternatively step-brother or step-sister) mother-in-law, father-in-law, grandparents, grandchild, legal guardian and a relative permanently residing in the employee's household or with whom the employee permanently resides.

### 33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for three (3) work days.

Up to two (2) additional days with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

### 33.03 Leave – Without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 43 Leave – Special.)

## ARTICLE 33 - JOINT INTERPRETATION

### Leave – Compassionate

The parties have agreed to expand the application of Compassionate Leave to include a step-child, step-parent, step-brother or step-sister, or a legal guardian.

## ARTICLE 34 - LEAVE – COURT APPEARANCE

- (A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- (B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- (C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- (D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

## ARTICLE 35 - LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

### 35.01 Transfer of Function

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all nurses required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

### 35.02 In-Service Programs

The parties to this collective agreement recognize the value of in-service education both to the employee and the Employer.

- (A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- (B) Employees required to attend such programs will be paid at the applicable rate of pay.

### 35.03 General Education Programs

#### (A) Employer Requested Leave

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, necessary travelling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

**(B) Duration and Expenses**

A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.

**(C) Employee Requested Leave**

The Employer shall grant one (1) day's education leave of absence with pay, subject to the above approval, for each normally scheduled work day, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed nine (9) days of Employer contribution from April 1, 1992.

**(D) Leave on Day Off**

Should alterations of the normally scheduled work day be made by the Employer so that an employee's educational day off falls on an off-duty day, the employee shall be paid for that day and be given an additional day off.

**(E) Employer Approved Education Programs**

Regular employees attending Employer-approved education programs where the Employer pays 156 hours or more for the employee to participate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

**ARTICLE 36 - LEAVE – ELECTIONS**

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

**ARTICLE 37 - LEAVE – GENERAL**

**37.01 Application**

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or pension plans, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 44.01(G) – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

**37.02 Notice**

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave.

**37.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 - Anniversary Date and Increments.)

**ARTICLE 38 - PARENTAL LEAVE**

**38.01 Natural Mother**

**(A) Maternity Leave**

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. The maternity leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(1) **Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.
- (b) For the balance of a seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(B) **Parental Leave**

Within the fifty-two (52) week leave period granted under 38.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) **Benefits**

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) **Special Circumstances**

- (1) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above.

A request for special circumstances leave pursuant to Article 38.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- (2) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

- (3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 38.01 is limited to sixty-three (63) weeks.

(4) **Benefits**

For additional leaves arising from subsections (C)(1) or (2) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) **Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 38.01(A), (B), or (C), will be unpaid leave without any benefits.

- (E) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

- (F) An employee shall make every effort to give fourteen (14) days' notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days' notice of her intention to return to work prior to the termination of the leave of absence.

- (G) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

- (H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

## **38.02 Natural Father**

(A) **Parental Leave**

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

(1) **Benefits**

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.
- (b) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(B) Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances**

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

**(1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(C) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

**38.03 Adoptive Parents**

**(A) Adoption Leave**

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

**(1) Benefits**

(a) For the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(c) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 37.01 Leave – General.

**(B) Parental Leave**

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) weeks' notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

**(1) Benefits**

(a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.

(b) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(C) Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances**

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

**(1) Benefits**

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(D) Additional Leave**

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

### **38.04 Return to Employment**

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her previous position or to a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

### **38.05 Bridging of Service**

If a regular employee, who is employed for an Employer as defined in Article 1.02 of the Provincial Collective Agreement, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, she shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

- (A) The employee must have completed three (3) years of service with the Employer.
- (B) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- (C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.
- (D) This bridging of service will apply to an employee who is employed by an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.
- (E) The employee must serve a three month probationary period.
- (F) An employee returning to work under this clause shall retain her former increment level and years of service for vacation purposes.

### **38.06 SEB Plan**

The parties agree to establish and administer a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant to the Provincial Collective Agreement.
2. All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.
3. The benefit level for eligible employees under the Plan is as follows:
  - (a) Maternity leave allowance will provide eligible employees with two (2) weeks of the employee's normal weekly earnings as follows:  
85% of normal weekly earnings
  - (b) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:  
85% of normal weekly earnings
  - (c) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.
  - (d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.
4. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health-related condition, and that she is unable to attend at work to perform her duties.  
  
The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.
5. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
  - (a) not be in receipt of sick leave benefits;
  - (b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and
  - (c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
    - (i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or
    - (ii) she works less than the required number of hours (15 hours per week); or
    - (iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.

6. The Plan will continue in effect until a new Provincial Collective Agreement is concluded between the parties.
7. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.
8. The Employer shall keep a separate accounting record of benefits paid from the Plan.
9. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.
10. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
11. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
12. HEABC will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
13. In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
  - (a) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;
  - (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
  - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Provincial Collective Agreement.

## **ARTICLE 39 - LEAVE – PAID HOLIDAYS**

### **39.01 Paid Holiday Entitlement**

Each regular employee shall receive a day off, on or for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial Government:

New Year's Day	British Columbia Day
B.C. Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day

### **39.02 Payment for Paid Holidays**

(A) A regular full-time employee shall receive regular pay for each day off for the aforementioned paid holidays.

(B) A regular part-time employee shall receive the following pay for the aforementioned paid holidays:

Days paid* per calendar year (excluding overtime)	x	<u>regular pay x twelve (12)</u> 261
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\* Includes leave without pay up to twenty (20) work days.

(Reference Article 37 – Leave – General.)

(C) A casual employee receives paid holiday pay as part of pay in lieu of benefits. Reference Article 11.04(G)(2).

### **39.03 Work on a Paid Holiday**

#### **(A) Regular Employee**

(1) A regular employee required to work New Year's Day, B.C. Family Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first 7.5 hours work in the day, provided that Articles 27.05, 29.04, and 39.04 are not applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

(2) **Super Stats**

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the first 7.5 hours worked and shall receive another day off with pay as a paid holiday. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

(B) **Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid of two and one-half (2.5) times her rate of pay.

**39.04 Premium Rates of Pay**

(A) **Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday. (Reference Article 27.05 – Overtime Pay Calculation.)

(B) **Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours' pay at the appropriate rate for each separate call-back. (Reference Article 29.04(B) - Call-Back on a Paid Holiday.)

(C) **Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 39.01 as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate stat holiday rate for all hours worked on the paid holiday.

(D) **Changes in Schedule with Insufficient Notice**

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

**39.05 Paid Holiday Coinciding with a Rest Day**

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay.

**39.06 Paid Holiday Coinciding with a Vacation**

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay.

**39.07 Scheduling of Paid Holidays**

(A) **Application**

Subject to operational requirements reasonably applied, paid holidays whenever possible shall be scheduled for a time which is mutually agreeable to the Employer and the employee concerned.

(B) **Christmas Day or New Year's Day**

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

(C) **Sick Leave**

Where a regular employee has been on sick leave immediately prior to the employee's scheduled paid holiday and immediately following such scheduled paid holiday, then the scheduled paid holiday shall become a day to which sick leave credits shall be applied and the day shall be rescheduled.

**ARTICLE 40 - LEAVE – PROFESSIONAL MEETINGS**

Leave of absence without loss of pay may be granted for professional meetings not exceeding one week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

## ARTICLE 41 - LEAVE – PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)

## ARTICLE 42 - LEAVE – SICK

### 42.01 Accumulation

- (A) Regular employees are eligible to accumulate sick leave credits based on length of service.
- (B) Regular full-time employees shall receive 1.5 working days sick leave credits for each month of service.
- (C) Regular part-time employees shall receive sick leave credits for each month of service as follows:

$$\frac{\text{Hours paid per month* (excluding overtime) x 1.5}}{162.5}$$

\* Includes leave without pay up to twenty (20) work days.

(Reference Article 37 – Leave – General.)

- (D) Sick leave credits, if not used, shall accumulate to a maximum of one hundred and fifty-six (156) work days.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of one hundred and fifty-six (156) work days (1170 hours), shall retain the accumulated balance to their credit. Where this accumulated balance exceeds 1170 hours, no further credits shall be earned until the accumulated balance is reduced below 1170 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1170 hours.

### 42.02 Payment

Regular full-time employees shall receive their regular pay for each day of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

### 42.03 Proof of Sickness

Sick leave with pay is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

### 42.04 Benefits Accrue

When an employee is on paid sick leave all benefits of this Agreement shall continue to accrue.

### 42.05 Notice Required

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.

### 42.06 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence until they are in receipt of long-term disability benefits. (Reference Article 37 Leave – General and Article 46.05 – Long-Term Disability Insurance Plan.)

### 42.07 Leave – Workers' Compensation

#### (A) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board (WorkSafeBC) determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim. (See also Appendix "R")



(B) **Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(C) **Benefit Entitlement**

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (A) above, and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

(D) **Approval of Claim**

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(E) **Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 & Article 19.

(F) **Emergency Appointments**

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by Workers' Compensation, shall be paid for from the employee's accumulated sick leave.

## **42.08 Enforceable Legal Claim**

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

## **42.09 Appointments**

- (A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for her normal off-duty hours.
- (B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
- (C) The employee will be required to furnish proof of need in both (A) and (B) above.

## **42.10 Six Months Service**

If an employee does not complete six (6) months service with the Employer, any sick leave with pay used during the first six (6) months shall be returnable to the Employer. Previous experience of an employee who has changed employment under the portability provision of this Agreement shall count towards this six (6) month period. In effect the employee only has to work a total of six (6) months qualifying time. (Reference Article 51 – Portability.)

## **42.11 Cash-In of Sick Leave Credits**

- (A) Employees leaving the work force on or after their 55th birthday will be entitled to a cash payment equal to forty percent (40%) of the value of their accumulated sick leave credits, based on their existing salary at the time of leaving the work force.
- (B) The cash payout of sick leave credits eliminates all unused, banked sick leave credits. In the event the nurse rejoins the work force, she shall not be entitled to any residual sick time credit from a bank that previously was cashed out.
- (C) In the event a nurse rejoins the work force, she will not be entitled to any second payout of sick credits on any subsequent departure from the work force.
- (D) Employees who are dismissed for just cause shall not be entitled to a payout as contemplated in this article.
- (E) Effective January 1, 2013, new employees will not be entitled to cash in their sick leave credits under Article 42.11.

## **42.12 Sick or Injured Prior to Vacation**

In the event an employee is sick or injured prior to the commencement of her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

## **42.13 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 42.06 shall apply upon expiration of sick leave credits should additional leave be requested.

# **ARTICLE 43 - LEAVE – SPECIAL**

## **43.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of twenty (20) days at the rate of one-half (0.5) day every four (4) weeks. The accumulation of special leave credits shall commence January 1, 1980. Special leave shall be granted after July 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and fifty (150) hours (20 days X 7.5 hours) as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and fifty (150) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and fifty (150) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred fifty (150) hours.

## **43.02 Application**

Special leave shall be granted as follows:

- (A) marriage leave – five (5) days;
- (B) paternity leave – five (5) days;
- (C) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
- (D) to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to one (1) working day per calendar year;
- (E) leave of one (1) day may be added to three (3) days compassionate leave;
- (F) leave of one (1) day may be taken for travel associated with compassionate leave;
- (G) adoptive leave – five (5) days.

# **ARTICLE 43 - JOINT INTERPRETATION**

The parties have agreed to provide both natural fathers and adoptive parents with the opportunity to use up to five (5) days of special leave credits following the birth or adoption of a child.

The parties have further agreed to provide nurses with the opportunity to use up to one (1) day of special leave per calendar year to assist an immediate family member with a serious or life threatening illness with obtaining health education related to his or her illness.

"Health education" must be a health-related education session, such as a healthy heart program, diabetes education session, cancer treatment planning or education session, or other comparable process through which significant health information is communicated. "Health education" does not include attendance at a specialist medical appointment, related to an illness, where brief health-related information is provided.

# **ARTICLE 44 - LEAVE – UNION**

## **44.01 Union Leave of Absence**

An employee on an unpaid Union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.

Where there are less than fifteen (15) regular employees at a worksite at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to one (1) employee for the purpose of conducting Union business. This would be an additional person on Union leave at worksites where the position of the Union President or Council member has been backfilled for the duration of their term of office.

Within fourteen (14) days of the leave request being made, the Employer shall grant a leave of absence without pay to an employee who is a member of the Union and who is:

- (A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
- (B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
- (C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
- (D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.
- (E) selected by the Union or its members as a delegate to attend regional Bargaining Conference.
- (F) appointed or elected to special or standing committees of the Union or for the purposes of conducting Union business. A leave of absence granted under this category shall be subject to the operational requirements of the worksite.
- (G) union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37.
- (H) an employee who holds the position of full-time president or Council members with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

## **ARTICLE 45 - LEAVE – VACATION**

### **45.01 Vacation Entitlement**

- (A) Regular employees shall be entitled to vacation leave based on length of service.
- (B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement.
- (C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:
  - 20 work days after 1 year of continuous service
  - 20 work days after 2 years of continuous service
  - 20 work days after 3 years of continuous service
  - 20 work days after 4 years of continuous service
  - 21 work days after 5 years of continuous service
  - 22 work days after 6 years of continuous service
  - 23 work days after 7 years of continuous service
  - 24 work days after 8 years of continuous service
  - 25 work days after 9 years of continuous service
  - 26 work days after 10 years of continuous service
  - 27 work days after 11 years of continuous service
  - 28 work days after 12 years of continuous service
  - 29 work days after 13 years of continuous service
  - 30 work days after 14 years of continuous service
  - 31 work days after 15 years of continuous service

- 32 work days after 16 years of continuous service
- 33 work days after 17 years of continuous service
- 34 work days after 18 years of continuous service
- 35 work days after 19 years of continuous service
- 36 work days after 20 years of continuous service
- 37 work days after 21 years of continuous service
- 38 work days after 22 years of continuous service
- 39 work days after 23 years of continuous service
- 40 work days after 24 years of continuous service
- 41 work days after 25 years of continuous service
- 42 work days after 26 years of continuous service
- 43 work days after 27 years of continuous service
- 44 work days after 28 years of continuous service
- 45 work days after 29 years of continuous service

(Reference Article 51 – Portability)

(D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

$$\begin{array}{r} \text{Days paid* (excluding overtime)} \\ \text{to June 30 inclusive x regular pay} \end{array} \quad \times \quad \begin{array}{r} \text{yearly vacation entitlement} \\ 261 \end{array}$$

\* includes leave without pay up to twenty (20) days.

(E) Regular employees with less than one (1) years' service on the July 1 cut-off date shall receive vacation leave calculated as follows:

$$\begin{array}{r} \text{Days paid* (excluding overtime)} \\ \text{to June 30 inclusive x regular pay} \end{array} \quad \times \quad \begin{array}{r} \text{yearly vacation entitlement} \\ 261 \end{array}$$

\* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General).

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year January 1 to December 31 for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year. Application of the foregoing shall not be governed by the provisions of Article 45.04 Scheduling of Vacation.

## 45.02 Terminating Employees

(A) When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article. Such vacation entitlement shall be calculated as follows:

$$\begin{array}{r} \text{Days paid* (excluding overtime)} \\ \text{to June 30 (in previous vacation x} \\ \text{regular pay)} \end{array} \quad \times \quad \begin{array}{r} \text{yearly vacation} \\ \text{entitlement} \\ 261 \end{array}$$


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+(plus)

$$\begin{array}{r} \text{Days paid* (excluding overtime)} \\ \text{to July 1 in the vacation year to the date} \\ \text{of termination (inclusive) x regular pay} \end{array} \quad \times \quad \begin{array}{r} \text{Yearly vacation} \\ \text{entitlement} \\ 261 \end{array}$$


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\* includes leave without pay up to twenty (20) days (reference Article 37 Leave – General)

(B) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.

(C) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

### **45.03 Supplementary Vacation**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (E) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

### **45.04 Scheduling of Vacation**

- (A) The Employer shall permit annual vacations to be taken during the entire year.
- (B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- (C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and HEABC.
- (D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- (E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

- (F) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- (G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

### **45.05 Vacation Entitlement Earned During Vacation**

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

### **45.06 Vacation Pay Advance**

Vacation pay to which an employee is entitled shall be made to the employee at least seven (7) calendar days before the beginning of her vacation, provided the employee gives the Employer at least fourteen (14) days' written advance notice. The amount of her vacation pay shall be based on the number of work days of planned absence due to vacation.

## **ARTICLE 46 - MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE**

### **46.01 Medical Coverage**

- (A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

- (C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- (D) The medical plan becomes effective on the first of the calendar month following date of hire.

#### **46.02 Extended Health Care Coverage**

Effective November 1, 2012, the Extended Health Care Plan will include Pharmacare tie-in with the addition of coverage for Prometrium.

Effective January 1, 2017, the Extended Health Care Plan will move to Blue Rx coverage.

- (A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix “S”). The plan benefits shall be expanded to include:
  - (1) Expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of one thousand (\$1000) per ear per person in each five (5) year period; and
  - (2) Vision care coverage providing three hundred and fifty dollars (\$350) every twenty-four (24) months per eligible employee or eligible dependent. Note 1: No coinsurance payment will be applied on vision claims. Note 2: This change is effective June 1, 2010.
  - (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.
- (D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### **46.03 Dental Coverage**

- (A)
  - (1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan “A” and sixty percent (60%) of the cost of the extended plan “B” and sixty percent (60%) of the cost of the extended plan “C” (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix “S”).
  - (2) A regular 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 \$2,750 per patient with no runoffs for claims after termination of employment.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the dental plan is only available to, and is a condition of employment for, regular employees provided they are not the primary member of another dental plan. Note: This change is effective June 1, 2010.
- (D) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

#### **46.04 Dependents**

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **46.05 Long-Term Disability Insurance Plan**

The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix “B” – Long-Term Disability Insurance Plan.

The plan shall provide post-probationary regular employees with salary continuation as per Appendix “B” until age sixty-five (65) in the event of a disability.

The cost of the plan shall be borne by the Employer.

#### **46.06 Group Life Insurance Plan**

##### **(A) Eligibility**

Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

(B) **Benefits**

- (1) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

(C) **Premiums**

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

**ARTICLE 47 - WORKERS' COMPENSATION**

- (A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 – Leave – Sick)
- (B) Opportunities for early return to work for employees on WCB are covered in the Memorandum of Understanding Early Safe Return to Work.

**ARTICLE 48 - EMPLOYMENT INSURANCE**

**48.01 Coverage**

Eligible employees shall be covered by the Employment Insurance Act or succeeding Acts.

**48.02 Rebates**

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

**ARTICLE 49 - PENSION PLAN**

**49.01 Municipal Pension Plan**

Regular employees shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 51 – Portability.)

Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided the following:

A temporary employee who has been employed in a continuous full-time capacity with the same Employer for a period of twelve (12) months, shall be enrolled in the Plan as a condition of employment.

Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five (35) percent of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver not more than ninety (90) days after the date the Plan begins to apply to the employee.

**49.02** At the request of the employee, the Employer shall provide the employee with pertinent pension plan information.

**ARTICLE 50 - EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

- (A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and
- (B) assume all costs, legal fees and other expenses arising from any such action.

## ARTICLE 51 - PORTABILITY

### 51.01 Portability

A regular employee who terminates with an Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days with the same or another Employer as covered by this Provincial Collective Agreement, is entitled to the portability of benefits as specified in 51.02 below.

Periods of up to one hundred and eighty (180) calendar days out of service, when porting, shall not count as a discontinuity, but such periods shall be excluded when calculating benefits.

An employee eligible for portability of benefits, who has applied for a regular position, and is unsuccessful, but is hired as a casual shall have noted in her letter of appointment that she is seeking regular employment. In such instance she shall be entitled to portability of benefits specified in 51.02 for a period of 365 calendar days from date of termination at "A".

### 51.02 Portable Benefits

The Employer from which an employee is porting shall be called "A" and the Employer the employee is porting to shall be called "B".

(A) **Increments**

The salary increment step attained in "A" shall be portable with the provision that the employee shall serve twelve (12) months in "B" at that step. The employee's first day of employment in "B" therefore, becomes her increment anniversary date.

(B) **Leave – Sick**

Sick leave credits which are recognized by "A" shall be credited by "B".

(C) **Leave – Vacation**

Years of service for vacation entitlement earned during previous employment and recognized in "A" shall be credited by "B".

(D) **Medical, Dental, Extended Health Care Coverage and Long-Term Disability Insurance Plan Coverage**

(i) Coverage for Medical, Dental and Extended Health Care Coverage shall be effective on the first day of the month following the initial date of regular employment.

(ii) Coverage for Long-Term Disability shall be effective on the initial date of regular employment at "B".

(E) **Municipal Superannuation**

Eligible employees shall be brought within the scope of the Pension (Municipal) Act as of the first day of employment in "B" (Not applicable to Proprietary Employers i.e. For-Profit Employers).

For the purposes of this provision "eligible employee" means one who has not withdrawn her contribution from the Municipal Superannuation Plan when terminating in "A".

(F) **Qualification Differential**

Employees on staff as of January 1, 1974, who are receiving a qualification differential under Articles 53.01 and 53.04 and who transfer from one Employer to another under Article 51.01 shall port this qualification differential.

Employees hired prior to the first pay period following April 1, 2016 shall port their eligibility for a qualification differential as set out in Articles 53.04 and 53.05, subject to the conditions set out in Article 51.01

(G) **Severance Allowance**

Portability of severance allowance is covered by the provisions of Article 55 – Severance Allowance:

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

(H) "Seniority in 'A' shall be credited by 'B'."

(I) Special leave hours recognized by "A" shall be credited by "B".

## ARTICLE 51 – JOINT INTERPRETATION

### Special Leave

Nurses that move from one Employer to another will be entitled to port accrued special leave hours to the new Employer if they meet the portability criteria set out in Article 51.01.



### **Qualification Differential**

Employees hired prior to the first pay period following April 1, 2016 shall port their eligibility for a qualification differential as set out in Articles 53.04 and 53.05, subject to the portability criteria set out in Article 51.01. See Article 53.05 - Baccalaureate Degree Joint Contract Interpretation for further details.

## **ARTICLE 52 - PREVIOUS EXPERIENCE**

### **52.01 Regular Employees**

Where a new employee who does not qualify for portability of benefits under Article 51 is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

One (1) annual increment for every one (1) year's experience.

Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

One (1) annual increment for every one (1) year's experience minus one (1) increment for each year in excess of two (2) years to a maximum of a five (5) year lapse.

If more than five (5) years have lapsed, there shall be no credit for previous experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

A casual employee who terminates with an Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days as a regular employee with another Employer who is covered by this Provincial Collective Agreement shall retain the increment step attained with the previous Employer. The employee's first day of employment with the new Employer becomes her increment anniversary date.

## **ARTICLE 53 - QUALIFICATION DIFFERENTIAL**

### **53.01 Special Clinical Preparation**

A regular employee with special clinical preparation of not less than four (4) months approved by the Employer, and who is employed in the special service for which she is qualified, shall be paid an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits)

Employees with a Diploma in Advanced Psychiatric Nursing shall receive an additional fifty dollars (\$50.00) per month if she has utilized the course within four (4) years prior to employment.

### **53.02 CHA/CNA and BCIT Courses**

A regular employee who has successfully completed the CHA/CNA course Nursing Unit Administration and/or CHA Hospital Department Management Course and/or BCIT certificate program in Health Care Management, and is employed in a capacity utilizing the course(s) shall be paid an additional twenty-five dollars (\$25.00) per month.

### **53.03 Registered Psychiatric Nurse**

A regular employee who acquires and maintains registration under both the Nurses (Registered) Act and the Nurses (Registered Psychiatric) Act shall be paid an additional fifty dollars (\$50.00) per month for clinical preparation.

### **53.04 University Preparation**

A regular employee who has passed an accredited one (1) year university course in nursing shall receive an additional twenty-five dollars (\$25.00) per month.

For the purpose of this Article, a Diploma in Public Health shall qualify for the qualification differential only if the employee is employed in the special service for which she is qualified.

Employees on staff as of January 1, 1974, who are receiving a differential under this Article shall continue to receive such differential until such time as their employment terminates. Employees moving from one Employer to another under the portability provisions of this Agreement shall port this salary differential. (Reference Article 51.02 – Portable Benefits)

### **53.05 Baccalaureate Degree**

(A) **In Nursing**

A regular employee who has received a Baccalaureate Degree in nursing shall receive an additional one hundred dollars (\$100.00) per month.

(B) **Other**

This allowance will also be paid to nurses who have a Baccalaureate Degree in Psychology or a Baccalaureate Degree in Health Sciences – Advanced Psychiatric Nursing where this qualification is utilized in the course of the nurse’s performance of her normal job duties.

Effective the first pay period after April 1, 2016, new employees (RN/RPN/LPN) shall not be eligible to receive the Qualification Differential payments set out in Articles 53.04 (University Preparation) and 53.05 (Baccalaureate Degree).

### **ARTICLE 53.05 - JOINT INTERPRETATION**

The parties have agreed that Articles 53.04 University Preparation and 53.05 Baccalaureate Degree will not apply to new employees hired after the first pay period following April 1, 2016.

For the purposes of these articles, "new employees" are defined as RNs, RPNs, and LPNs hired into a regular position after the first pay period following April 1, 2016, that do not port service from another HEABC member.

Casual employees, hired prior to April 1, 2016, would not be considered a "new employee" for the purposes of Article 53.04 and 53.05 and would be eligible for the qualification differential payment set out in these articles.

Casual employees who leave their health employer and obtain a position with a different health employer have one (1) year from their date of new hire to obtain a regular position and receive the Qualification Differential (QD). Following the one (1) year period, if the employee has not obtained a regular position they will not be eligible for the QD.

It is the casual employee's responsibility to inform his/her new employer of his/her eligibility for the QD at the time they accept a regular position.

e.g.: An RN is hired into a regular position on May 1, 2000. The RN qualifies for and receives the qualification differential. On January 1, 2012, the RN terminates her regular, full-time position and becomes a casual employee. On May 1, 2016, the RN successfully posts into a regular, full-time position. The RN will qualify for the QD.

e.g.: A casual employee hired prior to April 1, 2016 and obtains a regular position at any time thereafter, within the same health employer, will qualify for the QD.

e.g.: A casual employee hired prior to April 1, 2016 who changes employers and does not secure a regular position within one (1) year of their new hire date will not qualify for the QD.

e.g.: A regular (not casual) employee who received the QD at Employer A, resigns and is hired with Employer B in accordance to Article 51 (portability), is able to port the QD from Employer A to Employer B.

e.g.: A new employee (never worked in a nursing position within a health authority), hired after the first pay period following April 1, 2016, would not be eligible for the QD.

### **53.06 Master’s Degree**

(A) **In Nursing**

A regular employee who has received a Master’s Degree in nursing shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

(B) **Other**

(i) This allowance will also be paid to nurses who have a Master’s Degree in Psychology where this qualification is utilized in the course of the nurse’s performance of her normal job duties.

(ii) A regular employee who has received a Master’s Degree in a course of study approved by the Employer and where this qualification is utilized in the course of the performance of the employee’s duties, and where such qualification does not form part of the job requirement, the employee shall receive an additional one hundred twenty-five dollars (\$125.00) per month.

### **53.07 Multiple Payments Prohibited**

An employee may not qualify for more than one (1) payment under categories in Articles 53.02, 53.04, 53.05 and 53.06.

### **53.08 Approval of Qualifications**

The employee must provide proof of qualifications listed in 53.04, 53.05 and 53.06. The qualifications must be from an accredited Canadian post-secondary institution or equivalent.

## ARTICLE 54 - ISOLATION ALLOWANCE

Employees shall be paid a lump sum isolation allowance of seventy-four dollars (\$74.00) per month provided that:

- (i) they are employed by employers who are situated in the locations listed below; and
- (ii) they work in the locations listed below.

Alert Bay	Fort Nelson	Port Alice
Alexis Creek	Fort St. James	Port Hardy
Anaham	Fort St. John	Port McNeill
Atlin	Gold River	Pouce Coupe
Bamfield	Hazelton	Prince Rupert
Bella Bella (Waglisla)	Houston	Queen Charlotte City
Bella Coola	Hudson Hope	Smithers
Blue River	Kaslo	Sparwood
Burns Lake	Kitimat	Stewart
Chetwynd	Kyuquot	Tahsis
Dawson Creek	Lillooet	Tatla Lake
Dease Lake	MacKenzie	Terrace
Edgewood	Masset	Tofino
Elk Valley	McBride	Tumbler Ridge
Elkford	Nakusp	Valemount
Fernie	New Denver	Vanderhoof

## ARTICLE 55 - SEVERANCE ALLOWANCE

### 55.01 Eligibility for Severance Allowance

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as calculated in Articles 55.02 and 55.03 providing that the employee falls into one of the following categories:

- (A) Employees with ten (10) years' service, who voluntarily leave the Employer's work force after their 55th birthday.
- (B) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.
- (C)
  - (1) Employees enrolled under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable, who are required to retire from the Employer's work force because of a medical disability as defined under the provisions of the Pension (Municipal) Act or Pension (Public Service) Act, as applicable.
  - (2) Employees who are not enrolled under the Pension (Municipal) Act or Pension (Public Service) Act who are required to retire from the Employer's work force because of a medical disability of a like nature to those defined under the provisions of the Pension (Municipal) Act; such medical disability to be determined by a board of medical practitioners established in a like manner to that provided for under the provisions of the Pension (Municipal) Act.
- (D) Employees with ten (10) years of service who die in service.
- (E) Eligibility for severance allowance is not dependent upon participation in, or contribution to, the Municipal Superannuation Plan.

### ARTICLE 55.01 - JOINT INTERPRETATION

#### Severance Allowance

A regular employee who had a break in service for a period as a casual employee - with the same Employer - will be entitled to count all time as a regular employee for the purpose of establishing eligibility for severance allowance per Article 55.01.

Nothing in this joint interpretation is intended to expand an employee's portability rights pursuant to Articles 51 or 55.04.

Examples:

1. An employee is hired as a regular employee in May 2010. The employee goes casual with the same Employer in May 2015. The employee posts into a regular position with the same Employer in May 2016. The employee retires in May 2021. The employee's service from May 2010 - May 2015 (five (5) years) and May 2016 - May 2021 (five (5) years) will be combined for the purposes of determining eligibility for severance allowance per Article 55.01.
2. An employee is hired as a regular with Employer A in July 2005. The employee goes casual with Employer A in July 2010. The employee accepts a regular position with Employer B in July 2015. The employee retires in July 2021. The employee's five (5) years of regular service with Employer A is not combined with her six (6) years of service with Employer B for the purpose of qualifying for severance allowance. Casual employees cannot port previous service with a different employer.

## 55.02 Severance Allowance Entitlement

An eligible employee, as defined in Article 55.01, shall be paid a severance allowance of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

An eligible employee who dies in service shall have the severance allowance paid to her estate.

## 55.03 Calculation of Severance Allowance

- (A) Proportionate payment shall be made to eligible employees for periods of service of less than two (2) years. The proportionate payment shall be calculated on the following basis:

$$\frac{\text{Hours paid* (excluding overtime)} \\ \text{in the two year period} \times 1 \text{ week's pay}}{1950 \times 2}$$

\*\* In the calculation of severance allowance, hours worked up to the first pay period prior to September 30, 1993 will be based on 1957.5. Hours worked between the first pay period prior to September 30, 1993 and the first pay period prior to April 1, 2013 will be based on 1879.2 hours.

- (B) Years of service for severance allowance purposes for part-time employees shall be calculated on the following basis:

$$\frac{\text{Total hours paid* (excluding overtime)}}{1950}$$

\* Includes leave without pay up to twenty (20) work days.

(Reference Article 37 – Leave – General.)

- (C) Periods of service cannot be used more than once for calculating severance allowance.

## 55.04 Portability of Service for Severance Allowance Purposes

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within one (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

## 55.05 Service

Service for the purpose of this Article means service with the Employer plus any service ported under Article 55.04.

# ARTICLE 56 - PAYMENT OF WAGES

## 56.01 Wages

Wages shall be paid each employee in accordance with Article 61 – Wage Schedule Classifications, and Article 62 – Wage Schedules.

## 56.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

Unless otherwise provided for in this Agreement, an employee on staff as of April 1, 2006 shall receive retroactive pay and benefits to April 1, 2006. Employees on staff subsequent to April 1, 2006 but prior to May 5, 2006 shall receive retroactive pay and benefits to the starting date of their employment.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the signing of this agreement.

## 56.03 Pay Days

Employees working the following shifts shall be paid by cheque or direct deposit no later than:

- (A) day shift – on the pay day;
- (B) afternoon shift – on the day immediately prior to the pay day;
- (C) night shift – coming off the shift the morning of the pay day.

When a pay day falls on an employee's scheduled day off, the Employer agrees to issue the employee's pay check on the last shift worked prior to the pay day, provided the cheque is available.

Where an Employer has implemented, or intends to implement, a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay, the Employer must provide a manual check at the employee's request.

#### **56.04 Statement of Wages**

An Employer shall, on every pay day, provide to each employee a statement of wages of her pay period stating:

- (A) in the case of an hourly paid employee, the hours worked by her;
- (B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- (C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- (D) any qualification differential, premium, isolation allowance or other payment to which the employee is entitled;
- (E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- (F) where an employee is paid other than by salary or by the hour, how the wages were calculated for the work for which payment is made;
- (G) the amount being received by the employee;
- (H) sick leave credits used within the pay period and accumulated balance;
- (I) special leave hours used within the pay period;
- (J) vacation hours taken within the pay period.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

### **ARTICLE 57 - GENERAL CONDITIONS**

#### **57.01 Transport Duty**

When an employee is required to transport a patient, the Employer shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

- (A) Transport services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- (B) All terms and conditions of the agreement shall continue in force and effect while the employee is on transport duty. Notwithstanding the foregoing:
  - (1) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is in her care.
  - and
  - (2) An employee shall be paid her straight time rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.
- (C) All accommodations, meals and related expenses shall be paid by the Employer.
- (D) Funds may be given to the employee if requested to cover such expenses prior to her leaving for transport duty.
- (E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.

#### **57.02 Use of Personal Vehicle on Employer's Business**

- (A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06.

- (B) In Northern and isolated areas where employees are required to travel on the Employer's business, the Employer shall provide and maintain safety and survival equipment as agreed by the local Occupational Health and Safety Committee.
- (C) Employees who deliver direct patient/resident/client care and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage as follows: (i) effective November 1, 2012, fifty-two cents (\$0.52) per kilometer. In addition, regular employees who deliver direct patient/resident/client care and who are required to use their own vehicles in the ordinary course of performing their work duties shall be paid an additional fifty dollars (\$50.00) per month.
- (D) Business related mileage as per (C) above shall not include the normal distance an employee drives between her home and her regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than her regular worksite, she may claim as business related mileage all kilometres travelled from that location. If the business location is further than her regular worksite, she will claim all kilometres travelled which exceed the distance between her home and her regular worksite.
- (E) The Parties agree to jointly develop guidelines regarding the safe transport of patients/residents/clients. The above will include guidelines related to risk and patient and nurse safety.

### **57.03 Personal Property Damage**

- (A) Upon submission of reasonable proof the Employer shall repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, resident or client provided such personal property is an article of use or wear of a type suitable for use while on duty.
- (B) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

### **57.04 Laundry**

Uniforms provided by the Employer to employees will be laundered by the Employer.

### **57.05 Registration**

- (A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective College.
- (B) At the Employer's request, a nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

## **ARTICLE 57.02, 57.03 AND 57.05 - JOINT INTERPRETATION**

Following the deletion of Section 2 - Community-Based Services in the 2014-2019 Provincial Collective Agreement, the parties agreed to import certain sections that were formerly in Section 2, to Article 57. These specific articles now apply to all nurses (including those in acute care settings). Further amendments were also made, as follows:

#### **Use of Personal Vehicle on Employer's Business (57.02)**

Employers in the Northern and isolated areas must provide safety and survival equipment to employees who are required to travel on Employer business. Local Occupational Health and Safety Committees will determine what equipment is reasonable and appropriate to the area that the employee is servicing. The Employer is required to maintain the equipment.

Employees who use their personal vehicle to deliver direct patient/residential/client care in the ordinary course of their work are entitled to an allowance for all business-related mileage, as well as a monthly stipend, as agreed. The movement of this provision from Section 2 to Article 57.02 in no way alters a community nurses' entitlement to these allowances. Where an employee drives directly to a business location rather than first going to his/her worksite, this mileage allowance is only for mileage over and above the distance that the employee would normally have to drive to his/her worksite. For instance, if the employee's commute to his/her worksite is normally ten (10) kilometres and she/he drives directly to a worksite that is twenty (20) kilometres from his/her home, the employee may only claim a mileage allowance for the additional ten (10) kilometres. This language has remained unaltered from Section 2.

The parties have agreed to jointly develop guidelines regarding the safe transport of patients/residents/clients. The guidelines will address risk as well as patient and nurse safety.

#### **Personal Property Damage (57.03)**

Where an employee's vehicle is damaged by a person in the care or custody of the Employer in the course of an employee's work, the Employer must reimburse the employee either for the cost of the damage, or his/her insurance deductible up to \$500, whichever is less. The employee is not entitled to reimbursement if the damages are the fault of the employee.

#### **Registration (57.05)**

Article 57.05 was updated to reflect the current legislation and registration requirements.

## ARTICLE 58 - AMENDMENTS

If either the Association or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

## ARTICLE 59 - PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient/client/resident care and to reflect a strengthened professional practice commitment, the parties agree to a refreshed approach related to quality nursing practice. This approach will be built on trust and common goals and will enable nurses and the Employer to engage in meaningful conversation around opportunities for improvement.

In order to facilitate this collaborative relationship, the Union and the Employer agree to deliver Professional Responsibility Form ("PRF") education to participants as determined by the parties. This education will be based on a mutually agreed curriculum and co-facilitated by the Employer and the Union.

The following problem solving process will address nursing practice conditions and the safety of patient/resident/clients and nurses.

The parties agree that if a PRF is submitted that focuses on a staffing issue, it will be referred to the Nurse Staffing Secretariat.

Communication between the Employer and the nurse(s) with respect to the status of their issue will occur regardless of the process followed.

In the interest of achieving collaborative solutions in a timely and orderly fashion, the parties will make every effort to consolidate related PRFs.

**59.01** Within seventy-two (72) hours of identifying a concern, the nurse(s) will discuss the matter with their excluded manager, or excluded designate, with the objective of resolving the concern. This discussion must include specific details as it pertains to practice. The preferred method for this discussion is face to face, but may also take place via other means (e.g. email or telephone) when necessary. The nurse(s) may be accompanied/supported by an experienced PRF representative or a steward. When the concern is not immediately resolved, the excluded manager or excluded designate will provide the nurse(s) with a written response of actions to be taken within seven (7) days of the discussion.

**59.02** If the matter is not resolved to the nurse(s)' satisfaction within seven (7) calendar days of receipt of the written response, the nurse(s) may submit the PRF to the Professional Responsibility Committee ("PRC"). The nurse(s) retains the original and forwards copies to her excluded manager or excluded designate and the Union steward, who will ensure that the standing members of the PRC receive copies.

**59.03** A PRC shall be established with each Employer as defined in Article 1.02. The parties will operate in accordance with the mutually agreed to Terms of Reference and Guiding Principles.

Composition of the PRC:

(A) Standing Members:

- (1) one member appointed by the NBA
- (2) one member appointed by the Employer

(B) Ad Hoc Members:

- (1) the nurse(s) with the concern
- (2) a PRF representative or a Union steward
- (3) the immediate supervisor
- (4) the excluded manager or excluded designate of the unit

**59.04** The Standing Members of the PRC shall request and be given access to documents and data necessary to assist in satisfactory resolution of the nurse(s)' concerns.

**59.05** A meeting of the PRC shall be held within fourteen (14) calendar days of receipt of the PRF. The PRC will have thirty (30) days following the meeting to attempt to resolve the identified concern(s) and to submit a final written report to the nurse(s) and the Union identifying the actions to be taken and the timeline for implementation. In the event that not all Ad Hoc Members can attend the meeting, the Standing Members will determine if the meeting can proceed with only the available members, making all reasonable efforts to ensure at least one PRF author is present.

All efforts will be made to schedule member(s)' attendance at the PRC/ Senior Review Committee ("SRC") on a scheduled shift to ensure that a member does not lose pay to attend and in the event that this cannot be done, the member will be compensated at straight time.

Where multiple employees are a party to the PRF(s), the Standing Members of the PRC/SRC will limit the number of attendees to a reasonable level. The authors will determine who will attend and speak on their behalf.

Action items that are jointly agreed to by the PRC shall be communicated in writing to the PRF author(s), their excluded manager or excluded designate and any other persons whose involvement is required to implement the action items. The PRC will also identify a timeframe for reviewing the action items, which may vary depending on their nature.

**59.06 Applicable to Health Authorities, Providence Health Care Society and Bishop of Victoria (St. Joseph’s General Hospital)**

- (a) A Senior Review Committee (“SRC”) shall be established at each Health Authority/Providence Health Care consisting of the Health Authority’s/Providence Health Care’s Chief Operating Officer (or functional equivalent) or the Chief Nursing Officer (or functional equivalent), and one senior representative appointed by the Union.
- (b) If the concern(s) is not resolved at the PRC level or the identified actions are not taken, the Union may refer the matter to the SRC within seven (7) calendar days of receipt of the PRC final written report or of the failure to implement the report. All referrals to the SRC will be accompanied by correspondence that explains the Union’s rationale for referral.
- (c) The SRC will review the matter, including having access to data and documents as necessary, and will issue recommendations in a written report to the Union and the respective Health Authority/Providence Health Care/Bishop of Victory (St. Joseph’s General Hospital) Chief Executive Officers within sixty (60) days of referral.
- (d) Prior to any referral to the Provincial Nursing Secretariat (“PNS”), either party shall notify the CEO of their intent to make a referral. Within fourteen (14) days of receiving the notification, the CEO will acknowledge receipt and communicate any resolve to the parties. Where the matter is resolved at this level, it shall not be referred to the PNS.
- (e) Recommendations that are unanimous will be binding and will be implemented by the parties. The SRC will specify a timeframe for reviewing binding recommendations to ensure that they are implemented as intended. If it is determined during this review that progress is not being made, either party may refer the binding recommendations to the PNS.
- (f) Where the SRC is unable to make unanimous recommendations, a written report outlining the SRC’s findings will be issued to the Union and the Health Authority/Providence Health Care. At that point, either party may refer the matter to the PNS.

**59.07 Applicable to Affiliate Employers other than Providence Health Care Society and Bishop of Victoria (St. Joseph’s General Hospital)**

- (a) If the concern(s) is not resolved to the Union’s satisfaction, it may refer the matter to the Board of Directors (or functional equivalent) within seven (7) calendar days of receipt of the PRC final written report. The Union may make a written submission and/or a verbal presentation. All parties shall receive copies of any submission or documentation that may be provided to the Board.
- (b) The Board of Directors (or functional equivalent) will review the submission and/or hear the verbal presentation at their next regularly scheduled board meeting and shall respond in writing to the Union within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the PRC members.
- (c) Where the Board of Directors (or functional equivalent) has not resolved the issue to the Union's satisfaction, either party may refer the matter to the contract holder. Within fourteen (14) days of receiving the referral, the contract holder will acknowledge receipt and communicate any resolve to the parties. Where the matter is not resolved at this level, either party may refer the matter to the PNS.

**ARTICLE 59 - JOINT INTERPRETATION**

Article 59 sets out a process where an individual nurse or a group of nurses can bring forward issues to the Employer with the objective of implementing solutions to concerns related to nursing practice conditions.

**Guiding Principles**

The guiding principles are foundational and fundamental to ensuring that the professional responsibility process works as intended. They provide the framework for all participants to use throughout the process creating a collaborative culture that supports success.

1. The Professional Responsibility (“PR”) process is about quality improvement.
  - The PR clause is a mechanism for nurses to raise concerns related to their practice which may include policies and procedures, workload, staffing and communication
  - The PR process fosters solution-based teamwork and no party should feel intimidated or threatened to engage
2. Respectful and genuine dialogue between all parties is the foundation of the PR process.
  - The NBA and Health Authorities support respectful, collaborative and transparent dialogue between nurses and managers
3. All parties have responsibility and accountability to the PR process.
  - All parties will accept responsibility through: clearly stating the practice concern(s); committing to explore shared solutions; being engaged in all stages of the process; and following through on commitments made



4. The most effective approach to resolution of the practice concerns should be at the local level whenever possible.
  - If shared solutions can be identified, embraced and implemented at the local level, they are more likely to succeed
  - Advancing the practice concern(s) does not reflect negatively on any of the parties involved

**59.01**

- Discuss matter with excluded manager or excluded designate within seventy-two (72) hours of concern; include specific details pertaining to practice
- Face-to-face is preferable but may also occur via telephone or email
- If resolution is not immediate, excluded manager will provide, within seven (7) days of the discussion, a written response of actions to be taken

**59.02**

- If issue is not resolved to nurse(s)' satisfaction, submit PRF within seven (7) days to the PRC
- Nurse(s) retains original and forwards copy to excluded manager and Union steward; steward forwards to standing members of PRC

**59.03**

- A PRC shall be established with each Employer and will be composed of
  - i. Standing Members:
    - 1) one member appointed by the NBA
    - 2) one member appointed by the Employer
  - ii. Ad Hoc Members:
    - 1) the nurse(s) with the concern
    - 2) a PRF representative or a Union steward
    - 3) the immediate supervisor
    - 4) the excluded manager or excluded designate of the unit

\*Guests may be invited through mutual agreement of the co-chairs (e.g. staffing services, infection control, pharmacy, Directors)

**59.04**

- The Standing Members of the PRC shall request and be given access to documents and data necessary to assist in satisfactory resolution of the nurse(s)' concerns

**59.05**

- Upon receipt of the PRF, the PRC will convene within fourteen (14) calendar days
- The PRC will have thirty (30) days to attempt to resolve the concern(s) and to submit a final written report to the nurse(s) and the Union
- Members who cannot be scheduled to attend the PRC/SRC on a scheduled shift will be paid at straight time

**59.06**

- If the practice concern is not resolved at the PRC level, the Union may refer the matter to the SRC within seven (7) days of receipt of the PRC final written report
- Staffing focused PRFs submitted, and not resolved at the local manager/nurse level, will be referred to the PRC. If not resolved, the PRC may assign staffing issues to the NRC
- The SRC will issue recommendations in a written report to the Union and the respective Health Authority/Providence Health Care within sixty (60) days' of referral
- Recommendations that are unanimous will be binding and will be implemented by the parties. Where the SRC is unable to make unanimous recommendations, a written report outlining the SRC's findings will be issued to the Union and the Health Authority/Providence Health Care. At that point, either party may refer the matter to the PNS

**59.07** Applicable to Affiliate Employers other than Providence Health Care and Bishop of Victoria (St. Joseph's General Hospital)

- If the concern is not resolved to the Union's satisfaction, it may refer the matter to the Board of Directors within seven (7) days of receipt of the PRC final written report. The Union may make a written submission and/or a verbal presentation
- The Board of Directors will review the submission and/or hear the verbal presentation at their next board meeting and shall respond to the Union with fourteen (14) days
- Where the issue is not resolved to the Union's satisfaction, either party may refer the matter to the contract holder and on to the PNS if it remains unresolved

\*The Union and Employer agree to deliver co-facilitated PRF education to participants as determined by the parties

## **ARTICLE 60 - EFFECTIVE AND TERMINATING DATES**

- (A) This Agreement shall be effective from April 1, 2014 and shall remain in force and be binding upon the parties until March 31, 2019 and thereafter until a new Agreement has been consummated.
- Employers newly certified during the term of this Agreement and who are added to the Appendix of the Consolidated certification with the Union shall negotiate the application of the terms of this Agreement with effective dates as agreed upon between the parties.
- (B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.
- (D) On or after April 1, 2018, but no later than April 30, 2018, HEABC or the NBA may give notice to the other of its wish to renegotiate and amend all or any of the provisions of this Agreement. If such notice is given, HEABC and the NBA will meet no later than June 1, 2018 and commence negotiations to renegotiate all or any provisions of this Agreement.

## **ARTICLE 61 - WAGE SCHEDULE CLASSIFICATIONS**

Nursing jobs have been categorized into four job groups and six classification levels. The job groups are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

The classification levels are LPN (Levels 1\* and 2) and RN/RPN (Levels 3\*\*, 4, 5, 6).

Classification	Job Profile			
	CH	DC	ED	PS
<i>Level 1 (LPN)*</i>	LPN1	LPN1		
<i>Level 2 (LPN)</i>	LPN 2	LPN2	LPN2	
<i>Level 3 (RN/RPN)**</i>	CH1	DC1		PS1
<i>Level 4 (RN/RPN)</i>	CH2A/CH2B	DC2A/DC2B	ED2	PS2
<i>Level 5 (RN/RPN)</i>	CH3	DC3	ED3	PS3
<i>Level 6 (RN/RPN)</i>	CH4A/CH4B	DC4	ED4	

In the event that an employee moves from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position, he or she shall be placed at the lowest step in the new increment structure that shall give him/her a monthly wage increase. Moving from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position shall not be considered to be a promotion and shall not trigger the requirements of Article 18.06.

\* To include LPN Orthopaedic Technologists (previously FBA SA25)

\*\* To include Licensed Graduate Nurses, which are defined by the College of Registered Nurses of British Columbia as "nurses granted LGN registration in B.C. prior to Oct. 1, 1990. An LGN registrant may perform or provide services as if he or she is a registered nurse registrant."

Effective April 1, 2016, LPNs that receive the operating room (previously FBA SA29) wage rate will be grandparented. On a go-forward basis, a qualification differential will be equally applied to all nurses in accordance with Article 53.01.

*The merging of the pre-existing RN/RPN and LPN classification systems in the above classification system shall not result in any other changes to the classification or wage rate of RNs, RPNs or LPNs.*

## ARTICLE 62 - WAGE SCHEDULES

### A.1 - General Wage Increases

Wage rates for all employees covered by the HEABC-NBA Provincial Collective Agreement will increase starting the first pay period after the following dates and at the indicated rates:

- April 1, 2015                      1.0%
- February 1, 2016                Economic Stability Dividend
- April 1, 2016                      .5%
- February 1, 2017                1.0% + Economic Stability Dividend
- April 1, 2017                      .5%
- February 1, 2018                1.0% +Economic Stability Dividend
- April 1, 2018                      .5%
- February 1, 2019                1.0% + Economic Stability Dividend

### A.2 - LPN-Specific Wage Increases

The hourly wage rate for all LPNs, regardless of classification or increment step, will increase by one-dollar (\$1.00) effective September 1, 2017.

<b>Effective First Pay Period after April 1, 2015</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,060	4,185	4,312	n/a	4,399	n/a	4,441	n/a	4,484
	24.98	25.75	26.54		27.07		27.33		27.59
Level 2 (LPN)	4,236	4,367	4,498	n/a	4,587	n/a	4,633	n/a	4,678
	26.07	26.87	27.68		28.23		28.51		28.79
Level 3 (RN/RPN)*	5,205	5,404	5,604	5,803	6,005	6,205	6,407	6,596	6,833
	32.03	33.26	34.49	35.71	36.95	38.18	39.43	40.59	42.05
Level 4 (RN/RPN)	6,189	6,299	6,437	6,601	6,799	6,961	7,161	7,355	7,586
	38.09	38.76	39.61	40.62	41.84	42.84	44.07	45.26	46.68
Level 5 (RN/RPN)	6,591	6,638	6,767	6,941	7,151	7,320	7,520	7,710	7,947
	40.56	40.85	41.64	42.71	44.01	45.05	46.28	47.45	48.90
Level 6 (RN/RPN)	6,861	6,917	7,045	7,222	7,439	7,613	7,820	8,009	8,241
	42.22	42.57	43.35	44.44	45.78	46.85	48.12	49.29	50.71

<b>Effective First Pay Period after February 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,078	4,204	4,331	n/a	4,419	n/a	4,461	n/a	4,504
	25.10	25.87	26.65		27.19		27.45		27.72
Level 2 (LPN)	4,255	4,387	4,518	n/a	4,608	n/a	4,654	n/a	4,699
	26.18	27.00	27.80		28.36		28.64		28.92
Level 3 (RN/RPN)*	5,228	5,428	5,629	5,829	6,032	6,233	6,436	6,626	6,864
	32.17	33.40	34.64	35.87	37.12	38.36	39.61	40.78	42.24
Level 4 (RN/RPN)	6,217	6,327	6,466	6,631	6,830	6,992	7,193	7,388	7,620
	38.26	38.94	39.79	40.81	42.03	43.03	44.26	45.46	46.89
Level 5 (RN/RPN)	6,621	6,668	6,797	6,972	7,183	7,353	7,554	7,745	7,983
	40.74	41.03	41.83	42.90	44.20	45.25	46.49	47.66	49.13
Level 6 (RN/RPN)	6,892	6,948	7,077	7,254	7,472	7,647	7,855	8,045	8,278
	42.41	42.76	43.55	44.64	45.98	47.06	48.34	49.51	50.94

<b>Effective First Pay Period after April 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,099	4,225	4,353	n/a	4,440	n/a	4,483	n/a	4,527
	25.23	26.00	26.79		27.33		27.59		27.86
Level 2 (LPN)	4,276	4,409	4,540	n/a	4,631	n/a	4,677	n/a	4,723
	26.32	27.13	27.94		28.50		28.78		29.06
Level 3 (RN/RPN)*	5,254	5,455	5,658	5,859	6,063	6,265	6,468	6,659	6,898
	32.33	33.57	34.82	36.06	37.31	38.55	39.80	40.98	42.45
Level 4 (RN/RPN)	6,248	6,359	6,498	6,664	6,864	7,027	7,229	7,425	7,658
	38.45	39.13	39.99	41.01	42.24	43.24	44.49	45.69	47.13
Level 5 (RN/RPN)	6,654	6,701	6,831	7,007	7,219	7,390	7,592	7,784	8,022
	40.95	41.24	42.04	43.12	44.42	45.48	46.72	47.90	49.37
Level 6 (RN/RPN)	6,926	6,983	7,112	7,290	7,509	7,686	7,895	8,086	8,319
	42.62	42.97	43.77	44.86	46.21	47.30	48.58	49.76	51.19

Effective First Pay Period after February 1, 2017									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,154	4,282	4,412	n/a	4,500	n/a	4,544	n/a	4,588
	25.56	26.35	27.15		27.69		27.96		28.23
Level 2 (LPN)	4,334	4,469	4,601	n/a	4,694	n/a	4,740	n/a	4,787
	26.67	27.50	28.31		28.89		29.17		29.46
Level 3 (RN/RPN)*	5,325	5,529	5,734	5,938	6,145	6,350	6,555	6,749	6,991
	32.77	34.02	35.29	36.54	37.82	39.08	40.34	41.53	43.02
Level 4 (RN/RPN)	6,332	6,445	6,586	6,754	6,957	7,122	7,327	7,525	7,761
	38.97	39.66	40.53	41.56	42.81	43.83	45.09	46.31	47.76
Level 5 (RN/RPN)	6,744	6,791	6,923	7,102	7,316	7,490	7,694	7,889	8,130
	41.50	41.79	42.60	43.70	45.02	46.09	47.35	48.55	50.03
Level 6 (RN/RPN)	7,020	7,077	7,208	7,388	7,610	7,790	8,002	8,195	8,431
	43.20	43.55	44.36	45.46	46.83	47.94	49.24	50.43	51.88

Effective First Pay Period after April 1, 2017									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,175	4,303	4,434	n/a	4,523	n/a	4,567	n/a	4,611
	25.69	26.48	27.29		27.83		28.10		28.38
Level 2 (LPN)	4,356	4,491	4,624	n/a	4,717	n/a	4,764	n/a	4,811
	26.81	27.64	28.46		29.03		29.32		29.61
Level 3 (RN/RPN)*	5,352	5,557	5,763	5,968	6,176	6,382	6,588	6,783	7,026
	32.94	34.20	35.46	36.73	38.01	39.27	40.54	41.74	43.24
Level 4 (RN/RPN)	6,364	6,477	6,619	6,788	6,992	7,158	7,364	7,563	7,800
	39.16	39.86	40.73	41.77	43.03	44.05	45.32	46.54	48.00
Level 5 (RN/RPN)	6,778	6,825	6,958	7,138	7,353	7,527	7,732	7,928	8,171
	41.71	42.00	42.82	43.93	45.25	46.32	47.58	48.79	50.28
Level 6 (RN/RPN)	7,055	7,112	7,244	7,425	7,648	7,829	8,042	8,236	8,473
	43.42	43.77	44.58	45.69	47.06	48.18	49.49	50.68	52.14

Effective September 1, 2017						
	First Year	Second Year	Third Year	Fourth Year	Sixth Year	Eighth Year
Level 1 (LPN)	4,337	4,466	4,597	4,685	4,729	4,774
	26.69	27.48	28.29	28.83	29.10	29.38
Level 2 (LPN)	4,519	4,654	4,787	4,880	4,927	4,974
	27.81	28.64	29.46	30.03	30.32	30.61

Effective First Pay Period after February 1, 2018									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,398	4,529	4,661	n/a	4,751	n/a	4,795	n/a	4,841
	27.06	27.87	28.68		29.24		29.51		29.79
Level 2 (LPN)	4,582	4,719	4,854	n/a	4,948	n/a	4,996	n/a	5,044
	28.20	29.04	29.87		30.45		30.74		31.04
Level 3 (RN/RPN)*	5,427	5,635	5,844	6,052	6,262	6,471	6,680	6,878	7,124
	33.40	34.68	35.96	37.24	38.54	39.82	41.11	42.33	43.84
Level 4 (RN/RPN)	6,453	6,568	6,712	6,883	7,090	7,258	7,467	7,669	7,909
	39.71	40.42	41.30	42.36	43.63	44.66	45.95	47.19	48.67
Level 5 (RN/RPN)	6,873	6,921	7,055	7,238	7,456	7,632	7,840	8,039	8,285
	42.30	42.59	43.42	44.54	45.88	46.97	48.25	49.47	50.98
Level 6 (RN/RPN)	7,154	7,212	7,345	7,529	7,755	7,939	8,155	8,351	8,592
	44.02	44.38	45.20	46.33	47.72	48.86	50.18	51.39	52.87

Effective First Pay Period after April 1, 2018									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,420	4,552	4,684	n/a	4,775	n/a	4,819	n/a	4,865
	27.20	28.01	28.82		29.38		29.66		29.94
Level 2 (LPN)	4,605	4,743	4,878	n/a	4,973	n/a	5,021	n/a	5,069
	28.34	29.19	30.02		30.60		30.90		31.19
Level 3 (RN/RPN)*	5,454	5,663	5,873	6,082	6,293	6,503	6,713	6,912	7,160
	33.56	34.85	36.14	37.43	38.73	40.02	41.31	42.54	44.06
Level 4 (RN/RPN)	6,485	6,601	6,746	6,917	7,125	7,294	7,504	7,707	7,949
	39.91	40.62	41.51	42.57	43.85	44.89	46.18	47.43	48.92
Level 5 (RN/RPN)	6,907	6,956	7,090	7,274	7,493	7,670	7,879	8,079	8,326
	42.50	42.81	43.63	44.76	46.11	47.20	48.49	49.72	51.24
Level 6 (RN/RPN)	7,190	7,248	7,382	7,567	7,794	7,979	8,196	8,393	8,635
	44.25	44.60	45.43	46.57	47.96	49.10	50.44	51.65	53.14

\* Includes Licensed Graduate Nurses, which are defined by the College of Registered Nurses of British Columbia as "nurses granted LGN registration in B.C. prior to Oct. 1, 1990. An LGN registrant may perform or provide services as if he or she is a registered nurse registrant."

**Nurses Provincial Collective Agreement - Former Community LPNs**

Effective First Pay Period after April 1, 2015				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	25.10	25.77	26.54	27.34
LPN Supervisor	26.88	27.67	28.51	

<b>Effective First Pay Period after February 1, 2016</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	25.21	25.89	26.66	27.46
LPN Supervisor	27.00	27.79	28.64	

**LPN Wage Schedules (for LPNs paid as per the formerly applicable CBA Schedule)**

<b>Effective First Pay Period after April 1, 2016</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	25.34	26.02	26.79	27.60
LPN Supervisor	27.14	27.93	28.78	

<b>Effective First Pay Period after February 1, 2017</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	4,173	4,285	4,412	4,545
	25.68	26.37	27.15	27.97
LPN Supervisor	4,470	4,600	4,740	
	27.51	28.31	29.17	

<b>Effective First Pay Period after April 1, 2017</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	4,194	4,306	4,435	4,568
	25.81	26.50	27.29	28.11
LPN Supervisor	4,493	4,623	4,765	
	27.65	28.45	29.32	

<b>Effective September 1, 2017</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	4,357	4,469	4,597	4,730
	26.81	27.50	28.29	29.11
LPN Supervisor	4,656	4,786	4,927	
	28.65	29.45	30.32	

<b>Effective First Pay Period after February 1, 2018</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	4,418	4,532	4,662	4,797
	27.19	27.89	28.69	29.52
LPN Supervisor	4,721	4,852	4,995	
	29.05	29.86	30.74	



Effective First Pay Period after April 1, 2018				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	4,441	4,555	4,685	4,821
	27.33	28.03	28.83	29.67
LPN Supervisor	4,745	4,887	5,020	
	29.20	30.01	30.89	

**Special Wage Rate Schedules for Pine Free Clinic Nurses**

Effective First Pay Period after April 1, 2015									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,510	\$5,728	\$5,943	\$6,156	\$6,375	\$6,583	\$6,788	\$6,975	\$7,210
Hourly Rate	\$33.91	\$35.25	\$36.57	\$37.88	\$39.23	\$40.51	\$41.77	\$42.92	\$44.37

Effective First Pay Period after February 1, 2016									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,535	\$5,754	\$5,970	\$6,184	\$6,404	\$6,613	\$6,819	\$7,006	\$7,242
Hourly Rate	\$34.06	\$35.41	\$36.74	\$38.06	\$39.41	\$40.70	\$41.96	\$43.11	\$44.57

Effective First Pay Period after April 1, 2016									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,563	\$5,783	\$6,000	\$6,215	\$6,436	\$6,646	\$6,853	\$7,041	\$7,278
Hourly Rate	\$34.23	\$35.59	\$36.92	\$38.25	\$39.61	\$40.90	\$42.17	\$43.33	\$44.79

Effective First Pay Period after February 1, 2017									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,638	\$5,861	\$6,081	\$6,299	\$6,523	\$6,736	\$6,946	\$7,136	\$7,376
Hourly Rate	\$34.70	\$36.07	\$37.42	\$38.76	\$40.14	\$41.45	\$42.74	\$43.91	\$45.39

Effective First Pay Period after April 1, 2017									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,666	\$5,890	\$6,111	\$6,330	\$6,556	\$6,770	\$6,981	\$7,172	\$7,413
Hourly Rate	\$34.87	\$36.25	\$37.61	\$38.95	\$40.34	\$41.66	\$42.96	\$44.14	\$45.62

Effective First Pay Period after February 1, 2018									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,745	\$5,972	\$6,197	\$6,419	\$6,648	\$6,865	\$7,079	\$7,272	\$7,517
Hourly Rate	\$35.35	\$36.75	\$38.14	\$39.50	\$40.91	\$42.25	\$43.56	\$44.75	\$46.26

Effective First Pay Period after April 1, 2018									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	\$5,774	\$6,002	\$6,228	\$6,451	\$6,681	\$6,899	\$7,114	\$7,308	\$7,555
Hourly Rate	\$35.53	\$36.94	\$38.33	\$39.70	\$41.11	\$42.46	\$43.78	\$44.97	\$46.49

A.3 - Forensic Psychiatric Nurse Wage Schedule

Starting the first pay period following January 1, 2016, the following wage schedule for Forensic Psychiatric Nurses will apply.

The general wage increase in A.1 will be applied to both forensic psychiatric wage schedules: A (Maximum Security) and B (Minimum/Medium Security & FCLN).

Effective January 1, 2016										
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year	
Forensic Nurse "A" (Max Security)	5,467	5,666	5,867	6,066	6,268	6,468	6,670	6,859	7,095	
	33.64	34.87	36.10	37.33	38.57	39.80	41.05	42.21	43.66	
Forensic Nurse "B" (Min/Med Security & FCLN)	5,320	5,519	5,720	5,919	6,121	6,321	6,523	6,711	6,948	
	32.74	33.96	35.20	36.42	37.67	38.90	40.14	41.30	42.76	

Effective First Pay Period after February 1, 2016										
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year	
Forensic Nurse "A" (Max Security)	5,492	5,691	5,893	6,093	6,296	6,497	6,700	6,890	7,127	
	33.80	35.02	36.26	37.50	38.74	39.98	41.23	42.40	43.86	
Forensic Nurse "B" (Min/Med Security & FCLN)	5,344	5,544	5,746	5,946	6,149	6,349	6,552	6,741	6,979	
	32.89	34.12	35.36	36.59	37.84	39.07	40.32	41.48	42.95	

<b>Effective First Pay Period after April 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,519	5,719	5,922	6,123	6,327	6,529	6,734	6,924	7,163
	33.96	35.19	36.44	37.68	38.94	40.18	41.44	42.61	44.08
Forensic Nurse "B" (Min/Med Security & FCLN)	5,371	5,572	5,775	5,976	6,180	6,381	6,585	6,775	7,014
	33.05	34.29	35.54	36.78	38.03	39.27	40.52	41.69	43.16

<b>Effective First Pay Period after February 1, 2017</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,594	5,796	6,002	6,206	6,412	6,617	6,825	7,017	7,260
	34.42	35.67	36.94	38.19	39.46	40.72	42.00	43.18	44.68
Forensic Nurse "B" (Min/Med Security & FCLN)	5,444	5,647	5,853	6,057	6,263	6,467	6,674	6,866	7,109
	33.50	34.75	36.02	37.27	38.54	39.80	41.07	42.25	43.75

<b>Effective First Pay Period after April 1, 2017</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,622	5,825	6,032	6,237	6,444	6,650	6,859	7,052	7,296
	34.60	35.85	37.12	38.38	39.66	40.92	42.21	43.40	44.90
Forensic Nurse "B" (Min/Med Security & FCLN)	5,471	5,675	5,882	6,087	6,294	6,499	6,707	6,900	7,145
	33.67	34.92	36.20	37.46	38.73	39.99	41.27	42.46	43.97

<b>Effective First Pay Period after February 1, 2018</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,701	5,907	6,116	6,324	6,534	6,743	6,955	7,151	7,398
	35.08	36.35	37.64	38.92	40.21	41.50	42.80	44.01	45.53
Forensic Nurse "B" (Min/Med Security & FCLN)	5,548	5,754	5,964	6,172	6,382	6,590	6,801	6,997	7,245
	34.14	35.41	36.70	37.98	39.27	40.55	41.85	43.06	44.58

**Effective First Pay Period after April 1, 2018**

	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,730	5,937	6,147	6,356	6,567	6,777	6,990	7,187	7,435
	35.26	36.54	37.83	39.11	40.41	41.70	43.02	44.23	45.75
Forensic Nurse "B" (Min/Med Security & FCLN)	5,576	5,783	5,994	6,203	6,414	6,623	6,835	7,032	7,281
	34.31	35.59	36.89	38.17	39.47	40.76	42.06	43.27	44.81

**SIGNATURES OF THE PARTIES**

Signed on behalf of

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

Per:

\_\_\_\_\_  
Michael McMillan, President & Chief Executive Officer

Per:

\_\_\_\_\_  
Adrienne Hook, Executive Director, Strategic Negotiations and Benefits Administration

**NURSES BARGAINING ASSOCIATION**

Per:

\_\_\_\_\_  
Christine Sorensen, President, BCNU

Per:

\_\_\_\_\_  
Umar Sheikh, Chief Executive Officer / Executive Director, BCNU, Chair, NBA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

# MEMORANDUM OF AGREEMENT

Between:

Nurses' Bargaining Association

And:

Health Employers Association of British Columbia on Behalf of the Worksites with Memoranda

**RE: Extended Work Day/Compressed Work Week**

## Preamble

The purpose of this Memorandum of Agreement is to revise and/or clarify certain terms and conditions of the Provincial Collective Agreement, so as to provide for the introduction or continuance of an extended work day/compressed work week.

This Memorandum of Agreement applies to employees in worksites with Extended Hours Memoranda.

It is understood and agreed that:

- (A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the Provincial Collective Agreement will apply.
- (B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Provincial Collective Agreement.
- (C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Provincial Collective Agreement.
- (D) For the purposes of this Memorandum and where revised, "days" have been converted into working hours, so that one (1) day shall equal seven point five (7.5) paid hours. For example, three (3) days compassionate leave is converted to  $3 \times 7.5 = 22.5$  working hours.
- (E) Any change deemed necessary in this Memorandum may be made by mutual agreement between the parties at any time during the life of this Memorandum.

## Revisions to the Provincial Collective Agreement

### ARTICLE 1.02 – DEFINITIONS

**Shift** means the normal consecutive working hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there will normally be two (2) shifts, namely, day shift and night shift.

**Day Shift** means a shift in which the major portion occurs between 0700 hours and 1900 hours.

**Night Shift** means a shift in which the major portion occurs between 1900 hours and 0700 hours.

### ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

**11.03** Regular Part-Time Employees and

**11.04** Casual Employees

It is understood and agreed that any of the above mentioned employees who agree to work the extended work day/compressed work week shall be bound by the terms and conditions of this Memorandum.

Any regular part-time employee(s) or casual employee(s) working in an area where the extended work day/compressed work week is in effect, and who do not agree to work same, shall be bound by the terms and conditions of the Provincial Collective Agreement.

### ARTICLE 13.03 – SENIORITY – MAINTAINED AND ACCUMULATED

Seniority shall be maintained and accumulated under the following conditions:

- (E) absence due to lay-offs, for the first one hundred fifty (150) hours;
- (F) absence due to a general unpaid leave of absence, for the first one hundred fifty (150) hours.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

### ARTICLE 17 – VACANCY POSTINGS

**17.02 (A) Temporary Appointments**

The Employer may make a temporary appointment, without posting, to a vacant position, provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed two hundred twenty-five (225) working hours, unless the Union and the Employer mutually agree to extend this time limit.

**ARTICLE 19 – LAY-OFF AND RECALL**

**19.02 Advance Notice**

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

- (A) Regular Full-Time Employees
  - (1) Less than five (5) years’ service – twenty-eight (28) calendar days’ notice or regular pay for one hundred fifty (150) working hours.
  - (2) Minimum of five (5) years’ but less than ten (10) years’ service – forty (40) calendar days’ notice or regular pay for two hundred twenty five (225) working hours.
  - (3) More than ten (10) years’ service – sixty (60) calendar days’ notice or regular pay for three hundred (300) working hours.

(B) Regular Part-Time Employees

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month *(excluding overtime)} \times (\text{working hours})** \text{ in lieu of notice}}{162.5}$$

\* Includes leave without pay up to twenty (20) work days.  
 (Reference Article 37 Leave – General.)  
 \*\* Entitlement as in (A) (1), (2) or (3).

**19.03 Benefits Continue**

- (A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for one hundred fifty (150) working hours, and shall have their benefits maintained for the balance of a one (1) year period of time.  
  
(Reference Article 37 – Leave – General.)
- (B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for one hundred fifty (150) working hours but shall have their benefits maintained for a one (1) year period of time.
- (C) Probationary employees who are laid-off shall not accrue benefits for one hundred fifty (150) working hours but shall have their benefits maintained for three (3) months.
- (D) For the first one hundred fifty (150) working hours of lay-off as expressed in (A) above, the Employer shall continue to pay all premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

**ARTICLE 25 – WORK SCHEDULES**

**25.05 Requirements of Work Schedule**

- (A) The Employer and the Union agree to waive that portion of Article 25.05(E) reading:  
  
Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period.
- (B) Nursing Staff Work Schedules may take the form of either a two-shift or single shift rotation.
- (C) A regular employee shall not be scheduled to work more than four (4) consecutive shifts unless agreed to between the parties.  
  
For the purposes of this article, (A) and (C) refer to schedules with shifts greater than eight (8) hours in length.

**ARTICLE 26 – HOURS OF WORK, MEAL PERIOD, REST PERIODS**

It is understood and agreed that the hours of work as set out hereunder are specifically revised to conform to the requirements of the extended work day/compressed work week.

**26.01 Hours of Work**

There shall be (as noted in the individual worksite’s Memoranda of Understanding) work hours per day and an average of not more than thirty-seven point five (37.5) work hours per week over the period of weeks in the rotation. The weekly hours of work will be computed as follows:

$$\frac{\text{The number of work hours per day} \quad \times \text{(excluding} \quad \text{The number of work days in a work schedule}}{\text{overtime)} \quad \text{Number of weeks in the work schedule}}$$

The daily full shift hours and weekly full shift hours shall be exclusive of meal periods.

**26.03 Meal Period**

- (A) Two (2) meal periods of a continuous one-half (0.5) hour each will be provided during each employee's shift of ten (10) hours or more.
- (B) When an employee is designated either expressly or implicitly to be available for work during a meal period; and
  - (1) The employee is scheduled to work ten (10) hours or more and receives two (2) meal periods (of thirty (30) minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)
  - (2) The employee is scheduled to work ten (10) hours or more and does not receive the two (2) meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay.

**26.04 Rest Periods**

Employees working a full shift of ten (10) hours or more shall receive three (3) rest periods distributed evenly throughout the shift. Employees working less than ten (10) hours shall receive one (1) rest period for each four (4) hours of work.

**ARTICLE 27 – OVERTIME**

**27.01 Definition**

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 26.01 of this Memorandum.

**27.03 Employee's Right to Decline Overtime**

**(B) Work On A Scheduled Day Off**

A regular full-time employee may be requested by the Employer to work on only one (1) of his/her scheduled days off per week. The decision to work the scheduled day off remains with the employee.

**27.04 Application**

- (A) The accumulated balance of an employee's bank shall not be reduced as a result of the September 30, 1993 reduction in the work week to thirty-six (36) hours per week.

**27.05 Overtime Pay Calculation**

- (A) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of time and one-half (1.5) will be paid on the following basis;
  - (1) for the first two (2) hours in excess of the daily full shift hours;
  - (2) for the first seven point five (7.5) hours in excess of the thirty-seven point five (37.5) hours in one (1) week.
- (B) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of double time will be paid on the following basis:
  - (1) for all hours in excess of those worked in A(1) above;
  - (2) for all hours in excess of forty-five (45) hours per week;
  - (3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
    - (a) (i) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
    - (ii) in excess of six (6) consecutive shifts where the shift length is between seven point five (7.5) and eight (8) hours.
    - (iii) in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
    - (iv) in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point five (7.5) and eight (8) hours in length.
  - (b) more than two hundred twenty-five (225) straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

- (C) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of one and one-half (1.5) times the appropriate holiday rate will be paid:
  - (1) for all overtime hours worked on a calendar statutory holiday;
  - (2) for all overtime hours worked on a day which had originally been scheduled as a statutory holiday but was changed by the Employer with less than fourteen (14) calendar days' advance notice.



## **ARTICLE 28 – SHIFT PREMIUM**

**28.01** An employee shall be paid a shift premium of \$.70 per hour for all hours worked between 1530 hours and 2330 hours, and three dollars and fifty cents (\$3.50) between 2330 hours and 0730 hours.

For shifts of eight (8) hours or less, the shift premium is payable only when one-half or more than one-half of the hours of work fall within the defined evening or night shifts. In such cases the shift premium shall be paid for all hours worked.

## **ARTICLE 30 – RESPONSIBILITY PAY**

An employee designated to relieve in a higher rated position within the bargaining unit, or a DC1, PS1, or CH1 level general duty nurse designated in charge of a ward, unit or worksite shall be paid an allowance of \$1.25 per hour, for each hour she relieves.

For small Employers such as adult day care agencies, mental health and home support, the following shall apply:

For shifts in excess of eight (8) hours, a special allowance of one dollar and twenty-five cents (\$1.25) per hour will be paid to nurses designated in charge of a worksite.

An employee cannot receive both premiums referenced above on any given shift.

## **ARTICLE 33 – LEAVE – COMPASSIONATE**

### **33.02 Leave – With Pay**

Compassionate leave of absence with pay shall be granted for twenty-two point five (22.5) working hours.

Up to fifteen (15) additional working hours with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.

## **ARTICLE 34 – LEAVE – COURT APPEARANCE**

(B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for the length of the extended work day that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.

## **ARTICLE 35 – LEAVE – EDUCATION**

**35.03** (C) The Employer shall grant an educational leave of absence with pay, subject to the approval in Article 35.03(B) for normally scheduled work hours, as posted, that an individual regular employee gives of her own time. Such educational leave of absence with pay is not to exceed sixty-seven point five (67.5) hours of Employer contribution from April 1, 1992.

## **ARTICLE 37 – LEAVE – GENERAL**

### **37.01 Application**

An employee granted unpaid leave(s) of absence totalling less than one hundred fifty-seven point five (157.5) working hours in any year shall continue to accumulate all benefits. Any excess over one hundred fifty (150) working hours in any year shall be deducted from the length of service in the computation of benefits and for increment progression purposes, unless otherwise mutually agreed upon by the Union and the Employer.

For the purposes of this Memorandum, all reference to the twenty (20) working days of Article 37 in the Provincial Collective Agreement, shall be deemed to be one hundred fifty (150) working hours.

## **ARTICLE 39 – LEAVE – PAID HOLIDAYS**

### **39.01 Paid Holiday Entitlement**

Each regular employee shall receive seven point five (7.5) paid hours off on or for the paid holidays outlined in Article 39.01 of the Provincial Collective Agreement, and for any other general holiday proclaimed by the Federal or Provincial Government.

### **39.03 Work on a Paid Holiday**

(A) Regular Employee

(1) A regular employee required to work on one of the paid holidays listed in Article 39.01 shall be paid at the rate of two (2) times for all hours of work in the day, provided that Articles 27.05, 29.04 and 39.04 are not applicable and, in addition, each regular employee shall receive seven point five (7.5) paid hours off as a statutory holiday. The rate of two (2) times will be paid for all hours of work within 0001 and 2400 hours on the named day.

(2) Super Stats (As Applicable)

Employees who are required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for all hours worked in the day provided that Articles 27.05, 29.04 and 39.04 are not applicable, and shall receive seven point five (7.5) paid hours off as a paid holiday. The rate of two and one-half (2.5) times shall be paid for all hours of work within 0001 and 2400 hours on the named day.

(B) Casual Employee

A casual employee who works on a paid holiday listed in Article 39.03 (A)(1) shall be paid two (2) times her rate of pay for all hours of work within 0001 and 2400 hours on the named day. A casual employee who works on a paid holiday listed in Article 39.03(A)(2), shall be paid two and one-half (2.5) times her rate of pay for all hours of work within 0001 and 2400 hours on the named day.

**39.04 Premium Rates of Pay**

(D) Changes in Schedule with Insufficient Notice

Should the Employer change the work schedule without fourteen (14) calendar days' advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid at the appropriate overtime rate for all hours worked on the day and, in addition, shall receive seven point five (7.5) paid hours off on or for the paid holiday.

**39.07 Scheduling of Paid Holidays**

For the purposes of this Memorandum the statutory holidays outlined in Article 39.01 of the Provincial Collective Agreement are incorporated into the work schedules during off duty days. All such statutory holidays shall be identified and recorded in ink in the nursing staff work schedules on the basis of seven point five (7.5) paid hours. Every effort shall be made to spread the statutory holidays off evenly throughout the year.

**ARTICLE 42 – LEAVE – SICK**

**42.01 Accumulation**

Regular full-time employees shall receive eleven point two five (11.25) working hours' sick leave credits for each month of service and such sick leave credits, if not utilized, will be cumulative to a maximum of 1170 working hours.

Regular part-time employees shall receive sick leave credit on a proportionate basis, and such sick leave credits, if not utilized, will be cumulative to a maximum of 1170 working hours.

Notwithstanding the foregoing, employees with accumulated sick leave credits in excess of 1170 working hours, will retain the accumulated balance to their credit. Where this accumulated balance exceeds 1170 hours, no further credits shall be earned until the accumulated balance is reduced below 1170 hours, in which event the accumulation of sick leave shall be reinstated, but the accumulated balance shall not again exceed 1170 hours.

**42.02 Payment**

Regular full-time employees shall receive regular pay for each shift of sick leave credit utilized. Regular part-time employees shall receive regular pay for scheduled work hours lost.

**42.09 (B) Appointments**

When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of twenty-two point five (22.5) hours for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

**ARTICLE 43 – LEAVE – SPECIAL**

**43.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of one hundred fifty (150) hours at the rate of three point seven five (3.75) hours every four (4) weeks. The accumulation of special leave credits shall commence on January 1, 1980. Special leave shall be granted after July 1, 1980 to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred fifty (150) hours as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred fifty (150) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred fifty (150) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred fifty (150) hours.

**43.02 Application**

Special Leave shall be granted as follows:

- (A) marriage leave – thirty-seven and one-half (37.5) working hours;
- (B) paternity leave – thirty-seven and one-half (37.5) working hours;
- (C) to provide care to an immediate family member who has a serious illness up to fifteen (15) working hours at one time;
- (D) to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to seven and one-half (7.5) working hours per calendar year;
- (E) leave of seven and one-half (7.5) working hours may be added to twenty-two and one-half (22.5) working hours' compassionate leave;
- (F) leave of seven and one-half (7.5) working hours may be taken for travel associated with compassionate leave;
- (G) adoptive leave – thirty-seven and one half (37.5) working hours.

## EXTENDED DAY MEMORANDUM - ARTICLE 43 - JOINT INTERPRETATION

The parties have agreed to provide both natural fathers and adoptive parents with the opportunity to use up to thirty seven and one-half (37.5) hours of special leave credits following the birth or adoption of a child.

The parties have further agreed to provide nurses with the opportunity to use up to seven and one-half (7.5) hours of special leave per calendar year to assist an immediate family member with a serious or life threatening illness with obtaining health education related to his or her illness.

"Health education" must be a health-related education session, such as a healthy heart program, diabetes education session, cancer treatment planning or education session, or other comparable process through which significant health information is communicated. "Health education" does not include attendance at a specialist medical appointment, related to an illness, where brief health-related information is provided.

### ARTICLE 45 – LEAVE – VACATION

#### 45.01 Vacation Entitlement

(C) Regular employees will be entitled to a vacation away from work, when the qualifying year(s) of service are attained before July 1, as follows:

150.0 working hours after 1 year of continuous service  
150.0 working hours after 2 years of continuous service  
150.0 working hours after 3 years of continuous service  
150.0 working hours after 4 years of continuous service  
157.5 working hours after 5 years of continuous service  
165.0 working hours after 6 years of continuous service  
172.5 working hours after 7 years of continuous service  
180.0 working hours after 8 years of continuous service  
187.5 working hours after 9 years of continuous service  
195.0 working hours after 10 years of continuous service  
202.5 working hours after 11 years of continuous service  
210.0 working hours after 12 years of continuous service  
217.5 working hours after 13 years of continuous service  
225.0 working hours after 14 years of continuous service  
232.5 working hours after 15 years of continuous service  
240.0 working hours after 16 years of continuous service  
247.5 working hours after 17 years of continuous service  
255.0 working hours after 18 years of continuous service  
262.5 working hours after 19 years of continuous service  
270.0 working hours after 20 years of continuous service  
277.5 working hours after 21 years of continuous service  
285.0 working hours after 22 years of continuous service  
292.5 working hours after 23 years of continuous service  
300.0 working hours after 24 years of continuous service  
307.5 working hours after 25 years of continuous service  
315.0 working hours after 26 years of continuous service  
322.5 working hours after 27 years of continuous service  
330.0 working hours after 28 years of continuous service  
337.5 working hours after 29 years of continuous service

(Reference Article 51 – Portability)

(D) Regular part-time employees are entitled to vacation leave on a pro-rata basis as follows:

Hours paid* excluding overtime to June 30 (inclusive)	x regular pay	x yearly vacation entitlement
<hr/> 1950		

\* Includes leave without pay up to one hundred fifty (150) working hours.

(E) Regular employees with less than one (1) year's service on the July 1 cut-off date will receive vacation leave calculated as follows:

Hours paid* excluding overtime to June 30 (inclusive)	x regular pay	x yearly vacation entitlement
<hr/> 1950		

\* Includes leave without pay up to one hundred fifty (150) working hours.

Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. Application of the foregoing will not be governed by the provisions of Article 45.04 – Scheduling of Vacation.

**45.03 Supplementary Vacation**

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (A) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional thirty-seven point five (37.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (B) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional seventy-five (75) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (C) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional one hundred and twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (D) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional one hundred twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.
- (E) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional one hundred twelve point five (112.5) working hours' vacation with pay. This provision applies when the qualifying date occurs before July 1 in each year.

**ARTICLE 60 – EFFECTIVE AND TERMINATING DATES**

**60.01** This Memorandum of Agreement is effective from April 1, 1985, for those wards or units on the extended work day/compressed work week as of that date. In those wards or units for which the extended work day/compressed work week was implemented after April 1, 1985, this Memorandum of Agreement is effective from the commencement date of the extended work day/compressed work week.

This Memorandum will continue to be in effect until terminated by either party, or until a new Memorandum is prepared to coincide with a new Provincial Collective Agreement, whichever occurs sooner.

Either party may terminate this Memorandum after serving twenty-eight (28) calendar days' written notice to the other party of its intention to terminate the extended work day/compressed work week.

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

#### ENHANCED DISABILITY MANAGEMENT PROGRAM

##### Section A – General Principles and Application (effective April 1, 2011)

The purpose of the Enhanced Disability Management Program (EDMP) is to facilitate an employee-centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

Employees who participate in the program will benefit from a holistic Case Management Plan (CMP) that may include medical intervention, transitional work (TW), a graduated return to work (GRTW), workplace modifications, vocational rehabilitation and/or retraining.

##### **1.0 Elements of the EDMP**

- 1.1 A CMP will be developed for all employees who participate in the EDMP and will include milestones and expected outcomes. An employee's CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and the likelihood of a return to work. The CMP is intended to provide early, appropriate and on-going support for ill or injured employees. The EDMP process sets out regular reviews and monitoring of individuals and is intended to provide a more seamless process for employees returning to work or requiring support from the Long Term Disability (LTD) Plan while in receipt of benefits.
- 1.2 The LTD Plan is available to employees who meet the LTD eligibility requirements. In circumstances where the employee's absence results in an employee receiving an LTD benefit, this benefit will be part of the employee's CMP.
- 1.3 The EDMP shall be made up of this Appendix, the Policies and Procedures, and the Case Management Dispute Resolution Process. The Policies & Procedures document can be updated, as necessary, by the Provincial Steering Committee (PSC).

##### **2.0 Effective Date**

- 2.1 The EDMP is effective April 1, 2011.
- 2.2 The EDMP shall address all phases of the disability management process and will replace existing Collective Agreement provisions related to early intervention, long term disability and early safe return to work for all employees with a date of disability on or after April 1, 2011. Unless otherwise mutually agreed by the parties, existing collective agreement provisions related to early intervention, long term disability and early safe return to work will continue to apply to employees with a date of disability prior to April 1, 2011.

##### **3.0 Goals**

The Goal of EDMP is to:

- Provide early, appropriate and on-going support so that ill/injured employees maintain their connection with the workplace and return to work in a safe and timely manner.
- Provide support to employees who are struggling at work when participation in this program could reasonably prevent the employee from being off work.
- Provide appropriate, caring, professional case management of the ill/injured employee's medical, personal, workplace and vocational issues to facilitate a timely return to work.
- Promote a safe, accessible and healthy workplace.
- Encourage health promotion and employee wellness.
- Reduce the cost of sick, long term disability (LTD) and Workers Compensation Board (WCB) leaves.

##### **4.0 Overriding Principles**

- Improvements in disability management processes will be jointly developed and administered.
- Disability management is intended to facilitate early intervention, effective rehabilitation, stay at work and early return to work programs.
- Reasonably addresses barriers to return to work – medical, personal, vocational and/or workplace.
- Emphasis will be placed on developing a program that responds in a timely manner. The earliest possible return to work is in the best interest of an employee who is disabled.
- Prevention and disability management processes will be evidence based, continuous and integrated.
- EDMP processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment.
- Regular employees who are off work with a work related illness/injury or who are off work for a non-work related illness/injury for 5 consecutive shifts are required to participate in the program unless the employee has a bona fide reason to decline.

- EDMP will be compliant with legislation and regulations (e.g. Workers' Compensation Act, human rights legislation, including duty to accommodate and privacy laws), and the Provincial Collective Agreement (PCA).
- Confidential medical information will be protected.
- Disability management is most effective when delivered as close to the workplace as possible.
- An effective system-wide evaluation will be implemented. This requires the development of a framework, determining key metrics and identifying the frequency of data sharing.
- Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required.

## **5.0 Governance and Administration**

### **5.1 Provincial Steering Committee (PSC)**

- 5.1.1 The PSC will be made up of six (6) representatives of HEABC and its members, and six (6) representatives of the Association.
- 5.1.2 The PSC will be the governing body and will carry out its roles and functions in accordance with the EDMP, and will establish a sufficient number of Working Groups to oversee the day to day operation of the program.

### **5.2 Working Group Participation**

- 5.2.1 The Union and the Employer will appoint an equal number of representatives.

## **6.0 Standard Practices**

- 6.1 The EDMP will be administered in a manner consistent with the PCA and the policies and procedures developed by the PSC.
- 6.2 In the event the employer uses a third party to provide EDMP services, the employer will ensure that the third party fulfills its role in a manner consistent with the EDMP. The employer will ensure that the necessary service level standards are in place with the third party provider.

## **7.0 Evaluation**

- 7.1 The parties agree to conduct evaluations in accordance with the established framework.

## **8.0 Provision of Services**

- 8.1 EDMP will provide appropriate services at no cost to the employee, including the cost of obtaining Occupational Functional Assessments (OFAs).

## **9.0 Dispute Resolution Process**

- 9.1 All case management disputes shall be resolved in accordance with the Case Management Dispute Resolution Process.
- 9.2 All other disputes concerning the interpretation, application, operation or any alleged violation of the EDMP are subject to the grievance and arbitration procedure set out in the PCA.

## **10.0 Privacy**

- 10.1 Confidentiality and the right to privacy protection is an important guiding principle of the EDMP. Confidentiality policies will be developed by the PSC including rules regarding what information is collected, from whom and under what circumstances it is shared, and where and for how long it is stored.

## **11.0 Case Management**

- 11.1 Eligible employees will benefit from a holistic CMP that may include medical intervention, transitional work, graduated return to work, workplace modifications, vocational rehabilitation, and/or retraining. All CMPs will be developed in accordance with the EDMP. The CMP will be based on the assessment of factors such as prognosis, capabilities and limitations, skill and education, and likelihood of a return to work.
- 11.2 Upon successful completion of a CMP, an employee will return to their own job unless it is identified in the CMP that an employee cannot return to their own job. An employee who cannot return to their own job will be an automatic candidate for all vacancies with the Employer and shall have the ability to bump under the collective agreement for positions that the employee is qualified and capable of performing.

## **12.0 Request for Leave while engaged in a CMP**

- 12.1 Employees who are engaged in a CMP may request leave on a day that they are scheduled to work. Leaves will be granted and paid in accordance with the PCA (see Section B – 16.1 for employees in receipt of LTD benefits).

## **13.0 Graduated Return to Work (GRTW)**

- 13.1 A Graduated Return to Work (GRTW) supports an employee through a time limited gradual increase in hours and/or duties to return to their own job or suitable alternate position.
- 13.2 Participation in a GRTW is contingent upon clearance from the appropriate medical professional. The GRTW shall be considered as part of the treatment/rehabilitation process under the EDMP. All employees engaged in a GRTW shall be supernumerary.

- 13.3 A written GRTW for the employee will include:
- 13.3.1 An overview of the employee's GRTW, including its expected outcome and end date, and
  - 13.3.2 The number of phases, their duration and the number of hours to be worked per shift in each phase.

**14.0 Wages and Benefits on a GRTW as part of a CMP**

- 14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.
- 14.2 Benefits under Article 46 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.
- 14.3 All other benefits of the PCA accrue on a proportionate basis (see Section B – 17 for employees in receipt of LTD benefits).

**Section B - Long Term Disability (LTD) Plan – Waiting Period (date of disability on or after April 1, 2011)**

**1.0 Eligibility**

- 1.1 Regular full-time and regular part-time employees, upon completion of the three-month probationary period, become members of the Long Term Disability (LTD) Plan as a condition of employment.
- 1.2 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 and before April 1, 2012 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.

In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2012 as a result of an accident or sickness, then, after the employee has been totally disabled for four (4) months, the employee shall be eligible for long term disability benefits.

Effective April 1, 2012 one million three hundred and thirty one thousand (\$1,331,000) per fiscal year is allocated from the ongoing 2010-2012 Total Compensation Residual monies to reduce the LTD waiting period from five (5) months to four (4).

- 1.3 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit (See Section B – 6 Residual Monthly Disability Benefit of this Appendix).

Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.

- 1.4 During a period of total disability an employee must be under the regular care of a medical doctor.

**2.0 Exclusions from Coverage**

- 2.1 The LTD Plan does not cover total disabilities resulting from:
- 2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;
  - 2.1.2 voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;
  - 2.1.3 intentionally self-inflicted injuries or illness.

**3.0 Application for LTD Benefits**

- 3.1 A written application under the LTD Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

**4.0 Waiting Period/Transition to LTD**

- 4.1 Employees who still have unused sick leave credits after the waiting period when the long term disability benefit becomes payable shall have the option of:
- 4.1.1 using sick leave credits to top up the long term disability benefit; or
  - 4.1.2 banking the unused sick leave credits for future use.
- 4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.

- 4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.
- 4.4 An employee who has been granted any unpaid leave of absence totaling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.
- 4.5 An employee shall not accumulate benefits from the twenty-first (21st) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 37 of the PCA).
- 4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

**5.0 LTD Benefits**

- 5.1 Provisions set out under Section B – 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.
- 5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.
- 5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.
- 5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.
- 5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.
- 5.6 Totally disabled employees shall receive a benefit equal to seventy percent (70%) of the first \$5843 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$5843 or sixty-six and two-thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The \$5843 level is to be increased annually by the increase in the weighted average wage rate for employees under the PCA for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD Plan.

- 5.7 In the event that the LTD benefit falls below the amount set out in Section B – 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first \$5843 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$5843 or sixty-six and two-thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$5843 figure will be adjusted as set out in Section B – 5.6 above).
- 5.8 For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee’s average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.
- 5.9 The LTD benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit (“ERIB”), whichever occurs first.
- 5.10 Employees are not to be terminated for non-culpable absenteeism, while in receipt of long term disability benefits.

**6.0 Residual Monthly Disability Benefit**

- 6.1 The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of the rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee’s monthly long term disability net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee’s rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

**Example:**

- (a) Monthly long term disability net of offsets benefit = \$1000.00 per month
- (b) 85% rate of pay at date of disability = \$13.60 per hour
- (c) 70% of current rate of pay = \$12.12 per hour
- (d) percentage difference [(b/c) – 1] = 12.2%
- (e) Residual Monthly Disability Benefit (a x d) = \$122.00



## **7.0 Integration with other Disability Income**

- 7.1 In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this LTD Plan shall be reduced by one hundred percent (100%) of such other disability income.
- 7.2 If other disability income is available to the employee, they must apply for this income prior to receiving LTD benefits. Other disability income shall include but is not limited to:
- 7.2.1 any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose; and
  - 7.2.2 any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
  - 7.2.3 any amount of disability income provided by a compulsory act or law; and
  - 7.2.4 any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled had they applied for such a benefit; and
  - 7.2.5 any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.
- 7.3 Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.
- 7.4 If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid in accordance with Appendix B.
- 7.5 The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference Section B – 5.7].

## **8.0 LTD Plan Early Retirement Incentive Provision**

- 8.1 The LTD Plan Early Retirement Incentive Benefit ("LTD Plan ERIB") is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.
- 8.2 An employee under this Agreement who is:
- 8.2.1 eligible for, or who is receiving LTD benefits or who has been in receipt of benefits for four (4) years or more,
  - 8.2.2 eligible for early retirement pension benefits; and
  - 8.2.3 not eligible for the LTD Plan Rehabilitation Provisions
- shall apply for early retirement.
- 8.3 The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan ERIB.
- 8.4 Entitlement to and the amount of the LTD Plan ERIB shall be determined by considering the following factors:
- 8.4.1 the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - 8.4.2 the amount of the monthly early retirement benefit that the employee will receive;
  - 8.4.3 the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - 8.4.4 the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
  - 8.4.5 the maximum LTD benefit duration period applicable to the employee.
- 8.5 If the combination of pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section B – 7.2 of this Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.
- 8.6 An employee who is eligible for the LTD Plan ERIB shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan ERIB Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the terms of the LTD Plan ERIB and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the PCA.
- 8.7 All eligible employees who are entitled to the LTD Plan ERIB shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age, or death, whichever is earlier.

## **9.0 LTD Appeals**

- 9.1 LTD claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes a decision of the claims-paying agent regarding a claim for benefits under the LTD Plan, the employee may file an appeal requesting that the claim be re-examined by the claims-paying agent.
- 9.2 The claims-paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the claimant, and the Union upon receipt of authorization from the claimant.
- 9.3 File disclosure including all medical opinions and case notes shall be provided to the Union when requested and upon receipt of authorization from the claimant.
- 9.4 A claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their union representative.

## **10.0 Claims Review Committee (CRC)**

- 10.1 If the employee continues to dispute a decision of the claims-paying agent, the employee may request to have the claim reviewed by a Claims Review Committee (CRC) comprised of three (3) independent and qualified medical doctors agreed to by the LTD Plan Advisory Committee.

## **11.0 Return to Work**

- 11.1 Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 and Article 19.

## **12.0 Successive Disabilities**

- 12.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.
- 12.2 In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.
- 12.3 Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

## **13.0 Rehabilitation under LTD Plan**

- 13.1 Rehabilitative employment shall mean any occupation or employment for wages or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the LTD Plan.
- 13.2 Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the employee and the employee's union, the Disability Management Professional (DMP) and the HBT/underwriter and approved by HBT/underwriter, consistent with the principles of the EDMP. The ARP shall be signed by the employee and the HBT/underwriter.

In the event that an employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to their own job or other gainful employment, entitlement to benefits under the LTD Plan will continue for the duration of the ARP as long as the employee continues to participate and cooperate in the ARP.

## **14.0 Rehabilitation Review Committee (RRC)**

- 14.1 In the event that the eligible employee does not agree with the rehabilitation plan or does not agree that they are medically able to participate and cooperate in the rehabilitation plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
- 14.1.1 be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,
- 14.1.2 appeal the dispute to the Rehabilitation Review Committee (RRC) for a resolution.
- 14.2 The RRC shall be composed of three (3) qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The RRC shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the RRC shall be to resolve the appeal of an eligible employee who:
- 14.2.1 does not agree with the rehabilitation plan; or,
- 14.2.2 does not agree that they could medically participate in the rehabilitation plan.

14.3 During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible employee is required to participate and cooperate in the rehabilitation plan. The rehabilitation plan approved by the RRC shall be deemed to be the ARP. In the event that the eligible employee does not accept the RRC's decision, their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the ARP.

#### **15.0 Rehabilitative Employment Benefits and Entitlements while in receipt of LTD Benefits**

15.1 An Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly Long Term Disability benefit up to the amount set out in Section B – 5.6 of this Appendix provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.

15.2 An employee who returns to gainful rehabilitative employment under an ARP and works 15 hours or more per week will have their Medical, Dental, and Extended Health benefits reinstated. Group life insurance, AD&D and LTD premiums are waived.

15.3 An employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.

15.4 Earnings received by an employee during a period of total disability that are derived from employment which has not been approved as rehabilitative employment under an ARP, shall reduce the regular monthly benefit from the Plan by one hundred percent (100%) of such earnings.

15.5 If the ARP involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability or some lesser period as agreed to by the employee, the Union and the DMP as part of a CMP.

15.6 Upon successful completion of the ARP an employee who is unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search.

#### **16.0 Request for Paid Leave while engaged in Rehabilitative Employment and in Receipt of LTD Benefits**

16.1 Requests for paid leaves, except sick leave, on a day that an employee is scheduled to work will be granted and paid in accordance with the PCA and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability. (See Section A – 12.1 for leaves while engaged in rehabilitative employment and not in receipt of LTD benefits).

#### **17.0 GRTW Wages and Benefits while in receipt of LTD Benefits**

17.1 These employees are considered disabled and under treatment.

17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-thirds (2/3) of basic monthly earnings at the date of disability.

17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

#### **18.0 LTD Premiums While On A Leave of Absence**

18.1 Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

#### **19.0 Benefits Upon Plan Termination**

19.1 In the event this LTD Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by the LTD Plan prior to its termination.

#### **20.0 Premiums**

20.1 The cost of the LTD Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

#### **21.0 Administration**

21.1 The Employer shall administer and be the sole trustee of the Plan.

21.2 The claims-paying agent shall provide HEABC and the Association with copies of policies, procedures and guidelines used for claims adjudication.

21.3 The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

21.4 All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedure in the PCA.

#### **22.0 Long Term Disability Plan Advisory Committee**

22.1 The parties will work together to improve the LTD Plan processes. Two (2) persons from HEABC and one person from the HBT or other benefit administrator or service provider shall meet with three (3) representatives of the Association.

**23.0 Provincial Collective Agreement Unprejudiced**

23.1 The terms of the Plan set out above shall not prejudice the application or interpretation of the PCA.

**APPENDIX A.1**

**MEMORANDUM OF AGREEMENT**

**ENHANCED DISABILITY MANAGEMENT PROGRAM - ADMINISTRATION**

Whereas an Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centred, proactive, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury; and

Whereas the EDMP is governed by a Provincial Steering Committee (“PSC”) made up of equal representatives of the HEABC and the NBA; and

Whereas 25% of the cost savings from the EDMP are allocated to improve disability management (“Cost Savings”);

Therefore the parties agree that:

Effective April 1, 2012, five hundred thousand (\$500,000) per fiscal year will be allocated from the Enhanced Disability Management Program - Cost Savings to pay for administration of the EDMP on a provincial basis, and to pay for one Provincial EDMP coordinator for the employers appointed by HEABC/Health Authorities and one Provincial EDMP coordinator appointed by the NBA.

These coordinators will report to the PSC and will work collaboratively to administer the program in a manner consistent with the goals and principles of the EDMP, including coordinating the work of representatives of each party and ensuring implementation of provincial standards.

The coordinators will be responsible, under the direction of the PSC, for the overall administration of the EDMP, including disbursing the funds remaining from the \$500,000 allocation. Priorities for these funds will include joint training for all stakeholders and the establishment and maintenance of a website and other communication tools.

The parties agree to establish a sub-committee to discuss and make recommendations to the parties on a governance structure for this committee. The subcommittee will provide their recommendations to the parties on or before March 30, 2012.

**APPENDIX A.2**

**MEMORANDUM OF AGREEMENT**

**ENHANCED DISABILITY MANAGEMENT PROGRAM - COST SAVINGS**

Whereas an Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centred, proactive, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury; and

Whereas the parties agreed in Section 3 of Attachment “C” to the 2010-2012 NBA Extension Agreement to a formula for allocation of the savings (“Cost Savings”) from improved disability management as follows:

From the date of implementation (no later than March 31, 2010) to March 31, 2012 any cost savings from improved disability management will be allocated as follows:

- a minimum of twenty-five percent for prevention initiatives
- a minimum of twenty-five percent to be invested in improved disability management
- the remainder for general investment in health services.

The parties will develop a method of accounting for savings or costs associated with improved disability management; and

Therefore the parties agree that:

In recognition of the termination of the ongoing Cost Savings obligation the parties agree commencing April 1, 2012, to allocate an amount of two million, nine hundred and twelve thousand (\$2,912,000) annually for the following purposes:

Approximately fifty (50) percent of this amount will be allocated for the purposes set out in the following appendices:

Appendix A.3 - Enhanced Disability Management Program — Regional Representation

Appendix A.1 - Enhanced Disability Management Program — Administration

And the remaining amount will be allocated for the purposes set out in the following appendix:

Appendix A.4 - Occupational Health, Safety and Violence Prevention Committee.

### **APPENDIX A.3**

#### **ENHANCED DISABILITY MANAGEMENT PROGRAM – REGIONAL REPRESENTATION**

An Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

The parties agree to the creation of eleven (11) union disability management representatives to support the coordination and promotion of the program. These representatives will work in collaboration with the Employer’s Disability Management Professionals to promote and coordinate best practices with respect to disability management, and will adhere to the roles and responsibilities of the union representative as identified in the EDMP Policies and Procedures document. Representatives will work under the direction of designated BCNU staff.

These representatives will be distributed by Region as follows:

- 3 VCH/Providence
- 3 FHA/PHSA
- 2 VIHA
- 2 IHA
- 1 NHA

The parties agree that the cost of the eleven (11) union disability management representatives will be funded out of the Appendix A.2 - Enhanced Disability Management Program — Cost Savings.

### **APPENDIX A.4**

#### **MEMORANDUM OF AGREEMENT**

#### **NBA OCCUPATIONAL HEALTH, SAFETY AND VIOLENCE PREVENTION INITIATIVES**

Whereas an Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centred, proactive, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury; and

Whereas 25% of the cost savings from the EDMP are allocated to NBA prevention initiatives (“Cost Savings”);

Therefore,

The parties agree to establish a HEABC/NBA Occupational Health and Safety and Violence Prevention Committee to discuss and make recommendations on the allocation of available funds for jointly agreed upon OHS and VP initiatives.

Effective April 1, 2014, one million two hundred and ninety thousand (\$1,290,000) per fiscal year will be allocated to the HEABC/NBA Occupational Health and Safety and Violence Prevention Committee from the EDMP-Cost Savings.

Any NBA monies previously allocated to the joint provincial OHS and VPC from April 1, 2014 shall be reallocated to the HEABC/NBA OHS and VPC.

## **APPENDIX A.5**

### **MEMORANDUM OF AGREEMENT**

#### **PREMIUM MAINTENANCE WHILE AWAITING LTD**

Employees who have applied for LTD or whose LTD application is under appeal are eligible for financial assistance in relation to Medical, Extended Health, Dental, Group Life and AD&D, and LTD premiums provided the employee has:

- exhausted their sick leave credits,
- used up all vacation entitlements,
- exhausted all other paid leave and banks that they are entitled to, and
- used up their twenty (20) days unpaid leave grace period.

Provided the employee has fulfilled the above requirements the NBA (BCNU) will reimburse the employee for the cost of the benefits premiums for the remaining eligibility waiting period for LTD or the appeal period not to exceed twelve (12) months.

## **APPENDIX A.6**

### **MEMORANDUM OF AGREEMENT**

#### **LONG TERM DISABILITY PLAN – PREMIUM MAINTENANCE**

Effective April 1, 2012, four hundred thousand dollars (\$400,000) per fiscal year is allocated from the ongoing 2010-2012 Total Compensation Residual monies to a fund to cover the costs of the LTD Plan – Premium Maintenance.

The NBA will administer the Premium Maintenance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

The annual report will be provided within sixty (60) days following the fiscal year end.

The NBA may redirect all or a portion of the \$400,000 residual monies allocation by mutual agreement with HEABC and such agreement will not be unreasonably withheld.

## **APPENDIX A.7**

### **MEMORANDUM OF UNDERSTANDING**

#### **EARLY RETIREMENT INCENTIVE BENEFIT**

Notwithstanding the current ERIB provision contained in the Collective Agreement, the parties agree to enhance and support efforts to increase the uptake of ERIB by eligible employees.

It is agreed that:

The Union will be provided with the information necessary in order to contact potentially eligible employees, three months prior to their earliest possible eligibility.

The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.

Employees who apply for ERIB may choose to continue to maintain the Extended Health benefit plan (excluding MSP and Dental) coverage to age sixty-five (65). The premiums will be cost shared by the employer and the employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis (see Appendix A, Section B, 5.2 and Appendix C Section 1 (B)).

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

## APPENDIX A.8

### MEMORANDUM OF UNDERSTANDING

#### DUTY TO ACCOMMODATE – PERMANENT ACCOMMODATIONS

The parties agree that the long-term health of injured and disabled employees' benefits from timely and proactive measures to meet their permanent medical restrictions to keep them productively employed, or result in their early return to work. The parties further agree that it may not be possible to accommodate all injured and disabled employees, but where accommodation that does not result in undue hardship is possible, agree that:

- a) Employees shall provide the Employer with appropriate and acceptable medical information that sets out any limitations and/or restrictions in a timely manner.
- b) Once this medical information is accepted and agreed to by the Employer, the accommodation process will begin. Should the medical information indicate that the employee requires a permanent accommodation, the Employer will contact the employee and union within two (2) weeks to discuss possible accommodation options.
- c) Within four (4) weeks of accepting and agreeing to the provided medical information and receiving confirmation that the employee is fit to return to work as per limitations and restrictions, the Employer will offer the employee transitional work or must begin paying the employee at her previous rate of pay. Transitional work may include various nursing duties, access to education funds to upgrade skills or special projects.
- d) Accommodation agreements/plans for employees requiring a permanent accommodation may be reviewed periodically by the Employer.

#### APPENDIX A.8 DUTY TO ACCOMMODATE - PERMANENT ACCOMMODATIONS - JOINT INTERPRETATION

To meet statutory obligations under the *Human Rights Code*, employers have a duty to accommodate employees with disabilities. The process for accommodating employees is a tripartite process and includes the employer, the employee and the union. The Employer has the primary obligation in this process.

##### **Revised Collective Agreement Language**

The parties have agreed to expedite the timelines for permanent accommodations and set out what occurs in the event that an accommodation cannot be found within the four-week timeframe. Permanent means an ongoing medical condition.

These requirements do not expand or contract the Employer's obligations under the Human Rights Code.

##### **Accommodation Process**

All medical accommodations must go through EDMP. Individual accommodations may be reviewed periodically.

##### **Provision of Medical Information**

Employees must provide medical information setting out their restrictions and/or limitations in a timely manner. Medical received through the EDMP process will satisfy this obligation.

##### **Timelines**

Once the employee provides the Employer with his/her restriction and/or limitations, the accommodation process must start within two (2) weeks.

The Employer must contact the Union and employee (by phone, email or in person) to discuss possible accommodations within two (2) weeks of the restrictions and/or limitations being submitted to the Employer.

If a permanent accommodation is not found within four (4) weeks of the medical being provided and the employee being cleared to return to work ("RTW"), the Employer will offer reasonable transitional work or must begin paying the employee at their previous rate of pay.

##### **Rate of Pay**

Generally, previous rate of pay means that the employee will be paid at the pay rate and the FTE they were at before going on disability-related leave. However, in cases where the employee's permanent limitations and restrictions require that the employee works a lower FTE than their pre-disability FTE on an ongoing basis, they will be paid for the hours that they have clearance to work.

Employees performing transitional work will similarly be paid at their previous rate of pay and FTE, subject to what they have been cleared to work pursuant to their permanent limitations and restrictions.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

#### AGREEMENT ON PRINCIPLES REGARDING APPLICATION OF SECTION B - 7.4 OF THE ENHANCED DISABILITY MANAGEMENT PROGRAM

This is the language of Don Munroe's consent award from 2003 and is current practice in the event of a retroactive award for CPP and WCB benefits.

The parties mutually agree as follows:

1. If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which she/he is eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid up to 100% of the amount of the LTD benefits paid to the claimants as of the effective date the claimant first receives the other disability income for periods of overlapping entitlement;
2. The LTD Plan is entitled to integrate retroactive awards of other disability income. The integration of retroactive awards will be calculated from the commencement date of the retroactive period (i.e. the date benefit entitlement commenced), or the commencement date of the LTD benefits payable (i.e. the day after the qualification period), whichever date is later;
3. The amount recoverable by the LTD Plan will be based on the amount of the other (e.g. WCB or CPP) monthly disability benefit payable at the commencement date of the retroactive period of the award or at the commencement date of the LTD benefit, whichever is later. The amount will be determined by a "month-to-month" calculation (e.g. the amount of the other monthly disability income benefit payable, times the number of months that overlap with the LTD benefit period) and will be based on the monthly benefit that is being paid by the other disability income provider at the commencement date of the overlapping period, except as provided herein.
4. Any indexing of the other disability monthly benefit payable (except the monthly benefit amount of commuted pensions referred to in paragraph 7 below) will not be included for integration except where, after the commencement date of the overlapping period of integration, the LTD benefit payable under the LTD Plan is increased due to an indexing provision of the LTD Plan (e.g. cost of living adjustment or a recalculation of the LTD benefit payable based on the current wage rate applicable to the disabled employee's own job at the date of disability). In that event, the increase in the other disability monthly income, as a result of indexing, will be integrated as at the date the LTD benefit is increased due to indexing. In the event that the indexing factor applicable to increase the LTD benefit payable under the LTD Plan is lower than the indexing factor of the other disability income provider, the LTD Plan will use the lower indexing factor to determine the amount of the other disability indexed income that is to be integrated with the LTD benefit. Commuted pension awards will be addressed as provided in paragraph 7 below;
5. The LTD Plan will be entitled to recover a portion of any interest awarded by the other disability income provider on the sum referred to in paragraphs 3 and 4 above, that is, the amount that is applicable to the retroactive portion of the award that is owed to the LTD Plan. The method of determining the amount of interest owed to the LTD Plan will either be calculated using the interest formula of the other disability income provider or, if the same result, a pro-ratio of the actual interest amount paid by the other disability income provider based on the portion of the amount paid by the other disability income provider that is owed to the LTD Plan as per paragraph 3 and 4 above;
6. The amount of the retroactive award that is owed to the LTD Plan will be discounted by 10%, provided that the full amount owed to the LTD Plan is paid within six (6) months from the date of the award;
7. In the case of commuted lump sum pension awards, the LTD Plan will be entitled to reduce the amount of the future monthly LTD benefits paid by the monthly amount of the other benefit that has been commuted i.e. the monthly amount is the amount paid by the other disability income provider at the date of the commutation, or the commencement date of the retroactive period of the award, or the date of the commencement of the LTD benefit, whichever is later;
8. A proportionate share of any legal fees and disbursements personally incurred by the LTD claimant in obtaining disability income, and for which the claimant will not otherwise be indemnified, will be deducted from the amount owing to the LTD Plan. Fifty percent of the cost of a medical-legal report used in obtaining other disability income will also be deducted provided that the LTD claimant personally incurs the cost of the report, the report is shared with the claims paying agent for the LTD plan, and the claimant will not otherwise be indemnified for the cost of the report.
9. Should there be any future change to legislation (including the implementation of Bill 49), collective agreements, or policy that affects all sources of the disability income of LTD claimants, the parties that the above-noted principles can be reconsidered upon due notice by one party to the other;
10. The British Columbia Nurses' Union agree to advise their members of their members' obligation to repay the LTD Plan in accordance with the terms of this Agreement and any Consent Arbitration Award which incorporates the terms of this Agreement.



## APPENDIX C

### MEMORANDUM OF UNDERSTANDING

#### LONG-TERM DISABILITY INSURANCE PLANS (date of disability prior to April 1, 2011)

The Union and the HEABC agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. This amended Plan is effective April 1, 1999.

- Explanatory Note: There are two effective dates for defining “existing claimants” (April 1, 1998 and April 1, 1999). For employees previously covered by the HEABC/BCNU Master Agreement provisions underwritten by the Healthcare Benefit Trust (“HBT”), an “existing claimant” is defined as an employee with a date of disability or injury that occurred prior to April 1, 1998. For all other employees, the definition of an “existing claimant” is defined as an employee with a date of disability or injury that occurred prior to April 1, 1999. For the latter group of employees, wherever the dates “April 1, 1998” and “March 31, 1998” are found in the Memorandum, substitute them with the dates found immediately following them in parentheses: “(April 1, 1999)” and “(March 31, 1999)”, respectively.

#### Section 1 - Eligibility

- (A) Regular full-time and regular part-time employees who are on staff January 1, 1981 or who join the staff following this date shall, upon completion of the three-month probationary period, become members of the Long-Term Disability Plan as a condition of employment.
- (B) Seniority and Benefits – Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions (reference 13.03(G)):

Any employee granted unpaid leave of absence totalling up to twenty (20) work days in any year shall continue to accumulate seniority and all benefits and shall return to her former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in her former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 13 and Article 19. Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis. Employees may choose to maintain any or all of such plans. Effective April 1, 1999, premiums for Medical, Dental, and Extended Health insurance will be cost shared by the Employer and claimant on a 50-50 basis, under the same conditions as outlined above.

Superannuation/Pension – Employees on long-term disability shall be considered employees for the purposes of superannuation/pension in accordance with the Pension (Municipal) Act and the Pension (Public Service) Act, as applicable.

Group Life Insurance – Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

#### Section 2 – Waiting Period and Benefits

- (A) “Existing Claimants” – Employees Disabled Prior to April 1, 1998 (April 1, 1999) \*

(\* See Explanatory Note in Preamble to this Memorandum)

In the event an employee, while enrolled in this Plan, becomes totally disabled prior to April 1, 1998 (April 1, 1999) as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months the employee shall receive a benefit equal to two-thirds (2/3) of monthly earnings.

- (1) Supplemental Monthly LTD Benefit (“SMB”) see Appendix K LTD – Stabilization Grant

- (B) “New Claimants” – Employees Disabled on or After April 1, 1998 (April 1, 1999) \*

(\* See Explanatory Note in Preamble to this Memorandum)

- (1) In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 1998 (April 1, 1999) as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months the employee shall receive a benefit equal to seventy percent (70%) of the first \$4000 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above \$4000 or 66-2/3% of pre-disability monthly earnings, whichever is more. The \$4000 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

- (2) In the event that the benefit falls below the amount set out in Section 2(B)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to seventy percent (70%) of the first

\$4000 of the current monthly earnings and fifty percent (50%) on the current monthly earnings above \$4000 or 66-2/3% of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every four years. (Note: the \$4000 figure will be adjusted as set out in Section 2(B)(1) above).

(C) **All Claimants**

For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by her hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for early retirement, whichever occurs first.

(D) **Employees who still have unused sick leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:**

- (1) exhausting all sick leave credits before receiving the long-term disability benefit;
- (2) using sick leave credits to top off the long-term disability benefit; or
- (3) banking the unused sick leave credits for future use.

(E) **Employment status during the intervening period between expiration of sick leave credits and receipt of long-term disability benefits:**

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

(F) **Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.**

### Section 3 – Total Disability Defined

(A) **“Existing Claimants” – Employees Disabled Prior to April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds eighty-five percent (85%) of the rate of pay of her regular occupation at date of disability shall no longer be considered totally disabled and therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

(B) **“New Claimants” – Employees Disabled on or After April 1, 1998 (April 1, 1999) \***

(\* See Explanatory Note in Preamble to this Memorandum)

Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of his/her own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for his/her regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

(1) **Residual Monthly Disability Benefit**

The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of her rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for his/her regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for her regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for her regular occupation) applicable to any gainful occupation that she is able to perform.

**Example:**

- (a) Monthly LTD net of offsets benefit = \$ 1000.00 per month
- (b) 85% rate of pay at date of disability = \$13.60 per hour
- (c) 70% of current rate of pay = \$12.12 per hour
- (d) percentage difference [(b/c) – 1] = 12.2%
- (e) Residual Monthly Disability Benefit (a x d) = \$122.00

(C) **All Claimants**

- (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or, where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.
- (2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (3) **Commitment to Rehabilitation**

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

- (a) can be expected to facilitate her return to her own job or other gainful occupation; and
- (b) is recommended by HBT/underwriter and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as she continues to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, her Union) and HBT/underwriter. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the HBT/underwriter will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) **Rehabilitation Review Committee**

- (a) In the event that the eligible employee does not agree:
  - (i) with the recommended rehabilitation plan, or,
  - (ii) that she is medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
    - (iii) be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
    - (iv) appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (b) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- (i) does not agree with the recommended Rehabilitation Plan; or,
- (ii) does not agree that she could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision her entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) **Rehabilitation Benefit Incentive Provisions**

- (a) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - (i) return to work on a gradual or part-time basis;
  - (ii) engage in a physical rehabilitation activity; and/or
  - (iii) engage in a vocational retraining program.

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (b) The intent of the Provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase her monthly earnings

above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

- (i) The employee, who upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(A) or (B) (as the case may be) of the Addendum, provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for her/his regular occupation at the date of the disability;
- (ii) Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing;
- (iii) Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six (6) months for the purpose of job search; and
- (iv) The eligible employee shall be entitled to participate in the Job Exploration and Development program.

“Rehabilitative employment” shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee’s doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

**(6) Joint Rehabilitation Improvement Committee**

During the term of the agreement, one (1) person from HEABC and one (1) person from the HBT shall meet the two (2) representatives of the Nurses’ Bargaining Association. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Rehabilitation Provisions.

**Section 4 – Exclusions from Coverage**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (A) war, insurrection, rebellion, or service in the armed forces of any country;
- (B) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of her regular occupation;
- (C) intentionally self-inflicted injuries or illness.

**Section 5 – Integration with other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused her to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by one hundred percent (100%) of such other disability income.

If other disability income is available to the employee, they must apply for this income prior to receiving LTD.

Other disability income shall include but is not limited to:

- (A) any amount payable under any Workers’ Compensation Act or law or any other legislation of similar purpose; and
- (B) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (C) any amount of disability income provided by an compulsory act or law; and
- (D) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which she would be entitled had they applied for such a benefit; and
- (E) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference 2(B)(2)].

## **Section 6 – Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

## **Section 7 – Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, her allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

## **Section 8 – Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

## **Section 9 – Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

## **Section 10 – Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

## **Section 11 – Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee or the Healthcare Benefit Trust/ underwriter disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee or the Healthcare Benefit Trust/underwriter may request that the claim be re-examined by the claims-paying agent. If the employee disputes the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed to by the Claims Adjudication Committee.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no longer than forty-five (45) days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

### **Claims Adjudication Committee**

During the term of the Agreement, one person from HEABC and one person from the HBT shall meet with two (2) representatives of the Nurses Bargaining Association. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims submissions, re-examination and decision review by the medical panel.

## **Section 12 – Administration**

The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 9 and 10 of the Provincial Collective Agreement.

## Section 13 – Provincial Collective Agreement Unprejudiced

The terms of the Plan set out above shall not prejudice the application or interpretation of the Provincial Collective Agreement.

## Section 14 – LTD Plan Early Retirement Incentive Provision

The LTD Plan ERIB is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that she would have been entitled to receive at the normal retirement date, had she not applied for early retirement, regardless of when the early retirement incentive provision is activated.

(A) An employee under this Agreement who is:

- (1) eligible for, or who is receiving LTD benefits, or in the case of claimants under Section 2(A), eligible for, or who has been in receipt of LTD for four (4) years or more;
- (2) eligible for early retirement pension benefits; and
- (3) not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that her application for early retirement is being processed with her pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, she may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

(B) Entitlement to and the amount of the LTD Plan ERIB shall be determined by considering the following factors:

- (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
- (2) the amount of the monthly early retirement benefit that the employee will receive;
- (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
- (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
- (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD Addendum results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

(C) An employee who is eligible for the LTD Plan ERIB shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan ERIB Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan ERIB and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the parties to the Collective Agreement.

(D) All eligible employees who are entitled to the LTD Plan ERIB shall be entitled to the continuation of the Life Benefit coverage in effect until sixty-five (65) years of age, or death, whichever is earlier.

(E) Joint Early Retirement Improvement Committee

Within six (6) months of the ratification of this agreement, one (1) person from HEABC and one (1) person from the HBT shall meet with two (2) representatives of the Nurses' Bargaining Association. The parties will work together to improve the early retirement incentive process.

The Committee will have access to all relevant information available to the Trust to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## APPENDIX D

### LETTER OF AGREEMENT

Between:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

And:

Ministry of Health ("MOH")

(collectively "the Parties")

#### RE: PSYCHOLOGICAL HEALTH AND SAFETY IN THE HEALTH CARE WORKPLACE

##### Background

1. Ensuring the psychological health and safety of health care workers is a priority for the Ministry of Health, as it is a vital requirement for a healthy, engaged and productive health care workforce.
2. Efforts to address this issue in British Columbia have thus far been limited to the local/regional Health Authority level, as there is presently no common provincial approach to creating and ensuring psychologically healthy and safe workplaces in the health system.
3. Given the above, the Ministry of Health has identified in its policy paper, *Enabling Effective, Quality Population and Patient-Centred Care: A Provincial Strategy for Health Human Resources*; a commitment to ensure the development and implementation of a provincial engagement, influence and accountability framework in collaboration with Health Authorities, associations and unions to support the creation of inclusive, vibrant workplaces for all health care workers across the health sector.

##### Therefore the Parties agree:

4. The framework will be completed by December 2016 and will ensure clearly articulated, specific and measurable healthy workplace objectives linked to the framework. Achievement of these objectives will be monitored, measured and reported to Leadership Council on a quarterly basis starting in April 2017.
5. Linked to these objectives, the Ministry of Health will direct Health Authorities to adopt the National Standard for Psychological Health and Safety in the Workplace as their own standard. Specifically, for 2016/17 the Ministry will direct the Health Authorities to undertake required analysis and develop and present to the Ministry by October 1, 2016, a plan for implementation of the Standard over the next three to five years, with implementation starting April 2017.
6. It is the Ministry's full expectation that in creating their plans, the Health Authorities will consult extensively and collaborate with professional associations and unions representing all health care workers, and specifically, the Nurses Bargaining Association ("NBA").
7. Health Authorities will provide regular reports to the Ministry, and as requested to the NBA, with respect to implementing the plan as part of reporting on the broader engagement, influence and accountability framework.
8. The Ministry's Nursing Policy Secretariat will review progress on implementation of the Standard with the NBA on a quarterly basis.

## APPENDIX E

### MEMORANDUM OF UNDERSTANDING

Between:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

And:

Ministry of Health ("MOH")

(collectively "the Parties")

#### RE: WORKPLACE VIOLENCE PREVENTION

##### Preamble - Developing a Provincial Policy Framework

- The Ministry of Health, Health Authorities and Affiliates are committed to the prevention of violence in health care workplaces in the province of British Columbia.
- It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community, often in high stress situations.
- Violence prevention is a complex issue requiring partnership among multiple stakeholders, and while legislation, regulation and operational policies and protocols are in place, and there are a number of improvement activities underway in the health system, the Ministry is committed to developing a coherent and focused provincial framework by early September to:
  - Provide clear and consistently applied policy direction including requirements for contracted services, including protection services for medium and high risk service areas;
  - Establish clear roles and accountabilities amongst the Ministry, Health Authorities, Affiliates, WorkSafeBC, and Health Employers Association of BC (HEABC);
  - Implement system wide reporting, oversight and compliance monitoring; and,
  - Establish practical partnerships with key stakeholders, including unions and associations, to create healthy and safe workplaces for health care providers.
- The Ministry is reviewing relevant literature and best practices, and will consult and seek input from key stakeholders during spring 2016. Specifically with respect to this MOU, the Ministry of Health will in collaboration with the NBA facilitate a one day working session in May with RN, RPN, and LPN representatives from hospital, facility (including long term care) and community programs to seek input and feedback on the framework.
- The policy framework will be completed and fully endorsed by Leadership Council in October 2016. It will form the basis for clear and specific policy direction from the Ministry to health authorities to be provided no later than December 31, 2016.
- The framework and policy direction will be fully incorporated into Ministry and health authority planning and accountability documents effective April 1, 2017.

##### Policy Framework Focus

- The policy framework will be comprehensive in scope, will build on prevention related activities and initiatives previously completed or underway and identify Ministry expectations for violence prevention activities at provincial, regional and local levels.
- The policy framework will clarify and set expectations for health authority/affiliate provided and contracted services on:
  - Categories or types of health care workplaces based on assessed risk with associated prevention policies and actions;
  - Roles, Responsibilities, and Accountabilities;
  - Education and Training Requirements (including timelines):
    - Requirements for all employees
    - Requirements for staff working in community programs
    - Requirements for staff working in designated medium and high risk sites
    - Requirements will cover new hires, movement between locations, refresh training and on-going skills practice
  - Emergency Response Requirements including use of Code White Teams, Safety and Security Officers, and the involvement of appropriate staff in physical interventions;
  - Setting admission and exclusion criteria;



- Communications Protocols including a standardized provincial violence assessment tool and provincial polices for applying, reassessing and communicating alerts and associated care plans;
  - Safety Equipment;
  - Physical Environment (new builds and existing sites or units);
  - Critical Incident Stress Support;
  - Measurement, Monitoring and Reporting.
- These areas will structure the focus of the working session in May and provide the opportunity for the NBA to seek a broader range of input from their members in advance of the session.

### **Immediate Action**

- The Ministry will work collaboratively with the HEABC, Health Authorities, Affiliates, and the NBA to take a number of immediate steps to further improve violence prevention, including:
  - The Ministry of Health will assign a lead manager for Prevention of Violence in the Workplace from the Health Sector Workforce Division to provide a sustained focus on this key area and provide a direct liaison for unions to address any emerging concerns or issues.
  - The Ministry will require interim quarterly violence prevention compliance reporting for 2016 - 2017. The report requirements will be established by June 30 with reports required for the subsequent three periods: July - September 2016, October- December 2016, January - March 2017. Reports will be submitted no later than 30 days after the close of these periods and will be made available to the NBA. Thereafter compliance reporting will be provided quarterly at these same intervals.
  - Evaluating and continuing to build on progress in the four priority sites identified for targeted action in 2016 (Hillside, Forensics, Abbotsford, Seven Oaks); this will include jointly identifying and taking targeted action in six additional priority sites that the Parties will collaboratively identify on the ratification of this agreement, with the Ministry and NBA to each contribute \$2 million for these additional sites.
  - The Ministry of Health will review and then ensure Health Authorities have established effective Security/Safety Officer protocols at the following designated high risk/high priority Emergency Rooms sites:
    - See Appendix A

It is understood that these protocols will ensure that security/safety officers for these sites are appropriately trained for healthcare setting and specifically trained to be hands on during an advanced team response. Safety officers will be available 24 hours a day, 7 days a week.

The review and plans for taking any required action will be completed by September 1, 2016 and made available to the NBA.
  - The Ministry of Health will review health authority and affiliate (with the assistance of health authorities and HEABC) violence prevention plans for the following high/medium risk tertiary mental health sites:
    - See Appendix B

This will include an evaluation of the implementation status of measures and procedures aimed at preventing, controlling and minimizing the risk of workplace violence.

The review and plans for taking any required action will be completed by September 1, 2016 and made available to the NBA.
  - The Ministry of Health will ensure health authorities and affiliates (with the assistance of health authorities and HEABC) undertake a gap analysis in consultation with the NBA on Violence Prevention and Code White training for designated high and medium risk sites in accordance with requirements developed by the Provincial Occupational Health and Safety and Violence Prevention Committee. The analysis will be reported to the Ministry of Health and the NBA by August 31, 2016 with a detailed plan to close any gaps in training starting October 1, 2016 and to be completed no later than June 30, 2017.
  - The Ministry of Health will review critical incident support practices and resources across health authorities. The review and plans for taking any required action will be completed by September 1, 2016 and made available to the NBA.
- This Memorandum of Understanding does not change any statutory obligations of the Employer nor limit the Union's right to grieve violations of the Collective Agreement with respect to Occupational Health and Safety.

### **APPENDIX A - Emergency Rooms**

Abbotsford Regional Hospital and Cancer Centre  
 Burnaby Hospital  
 Children's and Women's Health Centre of BC (Assessment Room)  
 Chilliwack General Hospital  
 Kelowna General Hospital  
 Langley Memorial Hospital  
 Lions Gate Hospital

Nanaimo Regional General Hospital  
Peace Arch District Hospital  
Penticton Regional Hospital  
Richmond Hospital  
Royal Columbian Hospital  
Royal Inland Hospital  
Royal Jubilee Hospital  
St. Paul's Hospital  
Surrey Memorial Hospital  
University Hospital of Northern British Columbia  
Vancouver General Hospital  
Vernon Jubilee Hospital  
Victoria General Hospital

#### **APPENDIX B - Tertiary Mental Health**

Aberdeen House  
ACT Teams  
Alder Unit at Langara campus - VCH  
Apple Lane  
Arbutus Place  
Bastion Place  
BC Children's Hospital/Women's (CAPE, Heartwood, Fir Square)  
BC Psychosis Unit  
Braemore lodge  
Bulkley Lodge  
Burnaby Centre for Mental Health and Addiction  
Cara Center  
Cedar Ridge  
Connolly Lodge  
Cottonwood Lodge  
Country Squire  
Cowichan Lodge  
Cypress Lodge  
Dawson Creek Tertiary Acute Program  
Detwiller Pavilion/UBC  
Forensic Psychiatric Hospital/Regional Forensics Clinics  
FW Green Memorial House  
Glengarry Transitional Care Unit  
Harbour House/KBRH  
Hillside Center-- Interior Health Adult Psychiatric Center  
Hilltop House  
Iris House  
Kelowna General Hospital - Adolescent Psychiatric Unit  
Kelowna General Hospital - Tertiary Unit  
Lodge on 4th  
McBride Manor  
Memorial Cottage  
North Peace Care Centre  
Oceanside  
Polson Special  
Royal Jubilee Hospital  
Seven Oaks Tertiary  
Seven Sisters  
South Hills Psychiatric Campus  
St. Joseph's General Hospital  
St. Paul's Hospital  
Sumac Place  
Tamarack Cottage  
Timber Creek  
Trout Lake  
Willow Pavilion  
Youville Residence

## **APPENDIX F**

### **RESILIENCY EDUCATION**

HEABC and NBA agree that there is a benefit to providing resiliency education to employees that work in high-trauma units or departments and in the community.

HEABC and NBA will develop a single provincial resiliency education for employees that work in high-trauma units, departments, programs and worksites.

The parties acknowledge that the BCNU has been operating resiliency workshops successfully for the past year and will continue to do so while the parties develop a joint program. BCNU will provide HEABC with its model resiliency education curriculum, which it will consider.

## **APPENDIX G**

### **MEMORANDUM OF UNDERSTANDING**

#### **ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE**

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

##### **Violence Prevention Program**

Each Health Authority will establish a joint violence prevention program or review their existing program where one is in place that will include:

- (i) Creation of a regional violence prevention sub-committee to develop control measures and provide guidelines to local Joint Health and Safety Committees and to compile an annual regional report of violence prevention activities to the local JOSH Committees;
- (ii) Risk assessments coordinated by the local JOSH Committees and reported to the regional violence prevention subcommittee;
- (iii) Ongoing employee education and training.

##### **Towards a Respectful Workplace**

Health Authorities are committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.

Each Health Authority will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

## **APPENDIX H**

### **MEMORANDUM OF AGREEMENT**

#### **LAI D OFF EMPLOYEES AND EXTERNAL HEALTH AUTHORITY VACANCIES**

Health Authorities commit to provide laid off employees within the health sector who have exhausted their Article 19 rights, with placement into external Health Authority vacancies or, if required, appropriate orientation and education for the scope of practice necessary for safe practice in the acute or community setting.

The parties agree to jointly develop guidelines that will maximize opportunities for laid off nurses through orientation and/or education for those employees.

This process may be enabled through access to the Training/Education Partnership Fund.

## APPENDIX I

### MEMORANDUM OF UNDERSTANDING

#### RESPONSIVE SHIFT SCHEDULES (RSS)/ROTATIONS

Members of HEABC and the Nurses Bargaining Association (NBA) recognize the importance and need to create shift schedules that are responsive to nurses' needs and also meet the operational requirements of a wide variety of work settings.

The parties agree to establish two (2) BCNU RSS positions and two (2) Employer RSS positions. The RSS positions will expand and build upon the successful aspects of the previous RSS initiative identified in Appendix I of the 2010-2012 NBA Collective Agreement. The RSS positions will work with managers and employees to provide education, support and tools to offer a range of responsive shift scheduling options that meet operational requirements.

These responsive scheduling options may include:

- collaborative shared master rotations;
- individual line rotations;
- self-scheduling;
- responsive shift schedules with back-up master rotations.

In addition, the parties agree to develop a new provincial searchable database (the Master Rotation Database) which will act as a provincial repository for approved master work schedules/ rotations.

The primary functions of the RSS positions are as follows:

- to develop and deliver education of the philosophy and benefits of a responsive shift scheduling approach, and skills and tools for staff engagement;
- to assist employers and employees in accessing, designing or implementing any of the responsive scheduling options mentioned above;
- to provide employers and employees with information and guidelines for self- scheduling;
- to enter approved existing and new rotations into the Master Rotation Database; and
- act as a resource for the utilization of the Master Rotation Database.

The funding for the development of the Master Rotation Database, the initial start-up costs associated with this Database, and salary and benefit costs of the BCNU and Employer RSS positions will be allocated out of the remaining \$827,000 funding from the Ministry of Health (the "Funds"). The Master Rotation Database, and the four (4) RSS positions, will continue until the Funds are exhausted.

Within thirty (30) days of ratification of a new Collective Agreement, the parties agree to meet to discuss:

- the specific individual duties and responsibilities of the RSS positions;
- the creation and the hosting of the Master Rotation Database;
- timelines for development and implementation of the Master Rotation Database;
- the utilization of the Master Rotation Database;
- the process to administer, enter and retrieve master work schedules/rotations; and
- governance and evaluation mechanisms.

This Memorandum of Agreement is in effect from the date of ratification of the Collective Agreement until the expiry of the Collective Agreement, unless the parties mutually agree to its extension.

The individuals filling the two BCNU RSS positions will receive compensation and benefits according to their existing classification under the NBA Collective Agreement and be compensated for premiums that would have attached to their regular work schedule.

## **APPENDIX J**

### **LETTER OF AGREEMENT**

#### **EXCESSIVE ON-CALL AND CALL-BACK**

The parties recognize that on-call and call-back work is critical to the provision of high quality and timely health care to the patients of British Columbia.

The parties further recognize that being on-call and being called-back to work can have an impact on an employee's personal life and that call-backs can negatively impact on the amount and quality of sleep an employee may achieve. Insufficient amounts of sleep may impact employees and may affect patient safety and quality of care.

And whereas the parties recognize that the appropriate use of on-call service and call-backs will contribute to employee health, wellness and quality of life, occupational safety, the provision of safer care for patients and better utilization of health budgets, and these goals are consistent with the Institute for Healthcare Improvement ("IHI") Triple Aim for quality improvement (improved quality or safety, improved provider satisfaction, improved per capita cost of care).

The parties agree that challenges arise from the following:

- Inadequate regularization of call-back hours.
- Appropriate application of call-back as defined in Article 29.05(A) Functions of Employee on Call-Back.
- Vacant positions that result in increased amount of on-call required for remaining employees to cover.
- Excessive reliance on on-call and call-back.

The parties agree that where the Union identifies units/facilities which are faced with one or more of the challenges outlined above, the parties will meet at the local level to resolve the issues within thirty (30) days. The parties agree to the value of using a quality and safety lens in this review and in the revision of standards as may be necessary.

Issues that cannot be resolved will be referred to the Nurse Staffing Secretariat.

## **APPENDIX K**

### **MEMORANDUM OF AGREEMENT**

#### **LTD STABILIZATION GRANT – 2006-2010 NURSES' BARGAINING ASSOCIATION**

##### **WHEREAS:**

- A. The Minister of Finance with respect to the 2006 Collective Bargaining formula in the public sector has made available one time incentive funding for collective agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).
- B. The BCNU administers a program which provides a supplemental monthly benefit (SMB) to a defined group of eligible employees who were disabled prior to April 1, 1998 or April 1, 1999 for eligible employees under a non-HBT sponsored LTD plan.
- C. It has been agreed that the amount of \$21,800,000 dollars (the "Payment") will be contributed to the program so that this defined group of eligible employees will, to the extent made possible by this payment, be treated in the same manner as post April 1, 1998 LTD claimants with respect to the LTD benefit calculation.

##### **NOW THEREFORE, IT IS AGREED:**

1. The Payment will be made by the Government of B.C. to the NBA and delivered to the Healthcare Benefit Trust as administrator of the Plan.
2. The Payment will be made effective March 31, 2006.
3. The British Columbia Nurses' Union, as Administrator, will create a separate trust account to receive the Payment and will utilize the Payment for the purpose of treating the defined group of eligible employees in the same manner as post April 1, 1998 LTD claimants with respect to LTD calculation to the extent made possible by the payment.
4. If any employee in the defined group of eligible employees becomes ineligible to receive a continued SMB payment for any reason, the balance of the monies in the trust account will be applied for the benefit of the remaining eligible employees in the defined group.
5. If monies are remaining in the trust account after there is no one in the defined group who is eligible for continued SMB payments, then the remaining monies will be transferred to BCNU.
6. In entering into this Memorandum, the sole liability of the Government of B.C. is to make the Payment. In particular, the Government of B.C. will not assume liability for continued SMB payments which might not be funded by the Payment.

7. In entering into this Memorandum, it is understood that neither HEABC nor any health employer have any liability for the Payment, and that, in entering into this Memorandum, they do not assume any new liability of any kind under an LTD plan.
8. The parties agree to enter into such additional agreements as may be required to implement the terms of this Memorandum.

## **APPENDIX L**

### **MEMORANDUM OF UNDERSTANDING**

#### **STIIP PLANS – PAYOUT OF SICK LEAVE**

For employees previously covered by STIIP plans, the following provisions apply:

Employees working in the public service, the municipalities, GVMHSS, and Terraceview who had their sick leave banks previously frozen due to the implementation of STIIP plans will be permitted to retain those banks on the following basis:

1. The credits accumulated in those banks as of the date the STIIP plan is discontinued will be paid out at 50%, rather than 40%, in accordance with the terms of the Provincial Agreement;
2. A new sick bank will be generated for each employee, which includes amounts calculated pursuant to this Award under point number 7, plus any future accumulations. The payout of this bank shall be at 40% in accordance with the terms of the Provincial Collective Agreement; and
3. Employees who are absent due to sickness shall be required to utilize sick leave credits from the bank outlined in point #1 above, prior to utilization of credits from the bank outlined in point #2 above.

## **APPENDIX M**

### **MEMORANDUM OF UNDERSTANDING**

#### **MANAGING STAFFING CHALLENGES IN THE HEALTH CARE SYSTEM**

**Preamble:**

The parties recognize that as a result of the nursing shortage there are staffing challenges throughout the BC health care system.

The parties recognize that solving these staffing challenges will take a variety of interventions over a period of time.

In certain areas there have been longstanding and consistent vacancy rates together with excessive use of overtime.

**Therefore:**

For the duration of this MOU the focus will be on the areas that have been identified by the Health Authorities as having the most acute combination of vacancies and overtime use, which are OR/PAR, ER, ICU/CCU.

Effective the start of the first pay period following sixty (60) days after ratification of the collective agreement, the parties agree to the following:

1. Regular employees who are employed in:
  - (i) Operating Room and Post Anaesthetic Room (OR / PAR) with permanently assigned staff;
  - (ii) Emergency Departments (ER) with permanently assigned staff;
  - (iii) Intensive Care/Critical Care Units (ICU/CCU) with permanently assigned staff;will receive an additional fifty (50) dollars per month.
2. Regular part-time employees are entitled to such payment on a proportionate basis.
3. It is agreed that the parties will evaluate the effectiveness of this strategy in reducing the vacancy rate and use of overtime in the areas identified in Point 1 above. These evaluations will occur, at a minimum, by March 31, 2008 and no later than three (3) months before March 31, 2012.
4. This Memorandum of Understanding is in effect from April 1, 2010 to March 31, 2012 and requires specific renewal to continue beyond the term of the current Collective Agreement. Despite the foregoing, the funding that was available for this initiative will continue. The parties will meet no later than three (3) months before March 31, 2012 with the objective of reaching mutual agreement on the application of the ongoing funding.

## APPENDIX N

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE 25, 27, 28 & RELATED ARTICLES – COMMUNITY-BASED SERVICES SECTION, FLEXIBLE WORK SCHEDULES, OVERTIME, SHIFT PREMIUMS

The Parties agree that the principles contained in the Government of the Province of British Columbia (Northern Interior Health Unit) and BC Nurses' Union (July 19, 1996; Donald Munroe, Q.C.) Arbitration Award will govern the Parties' interpretation and application of the above-noted provisions, with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.

## APPENDIX O

### AGENCY NURSES

HEABC will provide, to the Chair of the NBA, at the beginning of each fiscal quarter, a quarterly report with non-proprietary information outlining utilization of agency nurses. In addition, the parties also agree that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.

#### APPENDIX O - AGENCY NURSES - JOINT INTERPRETATION

1. HEABC will provide the Chair of the NBA with non-proprietary information outlining the utilization of agency nurses.
2. The parties have agreed that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.
3. In worksites where an agency nurse is the only registered nurse on shift, "supervisor or otherwise direct" does not include professional work guidance or the prioritization of work within a care team.
  - a. In worksites where agency nurses are used, the Employer maintains an ongoing and reviewable obligation to make every reasonable effort to recruit and hire NBA registered nurses.
  - b. Despite utilization of agency nurses the, Employer is still required to pay the NBA nurse it designates, implicitly or explicitly, in-charge (i.e. the LPN on shift with the agency nurse) as per Article 30.

## APPENDIX P

### MEMORANDUM OF UNDERSTANDING

#### INCENTIVE PAYMENT FOR PRE AND POST-RETIRES

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to:
  - (i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and
  - (ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.(collectively the "Eligible Employees")
2. The Incentive Payment will be:
  - (i) An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
  - (ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.
  - (iii) Paid at the Eligible Employee's option either:
    - (a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or
    - (b) directly to the Eligible Employee.

## APPENDIX Q

### MEMORANDUM OF UNDERSTANDING

#### CLIENT SPECIFIC NURSES FROM HOME SUPPORT AGENCIES

1. The assignment of nurses to clients will continue in accordance with current practices for all types of assignments. These assignments include the assignment of clients to regular employees and casual employees, and upon regular employees losing hours, the reallocation of employees to other clients, and the assignment of replacement hours.
  2. An employee who works in client specific assignment(s) for a minimum of fifteen (15) hours per week, up to thirty-seven and one-half (37.5) hours per week, on an ongoing basis, who has worked these hours in excess of four (4) months, and who is expected to continue to work these hours for an ongoing period, will be entitled to regular status.
  3. It is understood that employees who choose to become regular will no longer be able to restrict their availability for hours. Employers have the right to determine the total hours of work per week to which employees are assigned.
  4. Employees who meet the requirements outlined in #3 above, will have a choice to retain casual status or apply for regular status. The Employer may then reorganize the work in an effort to determine whether a regular position can be sustained for that employee.
  5. Employees would retain regular status for as long as they continue to work within this range of hours, that is fifteen (15) to thirty-seven and one-half (37.5) hours per week.
  6. The Employer will make every effort to find replacement assignments for these employees if they lose hours within this range. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service.
  7. Should they fall below this range of hours on an ongoing basis, displacement will be deemed to have occurred. Employees will have the option to revert to casual status or exercise their displacement options.
  8. If employees choose displacement, the Employer will make every effort to find replacement assignments for these employees. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service. This will be the full extent of the Employer's obligations.
  9. The hours of assignments, and the assignments themselves, are subject to fluctuation, on short notice. Where it is possible to reschedule these hours, they will be. Where the Employer is reimbursed for the lost hours, the employee will be paid accordingly.
  10. The following provisions of the Provincial Collective Agreement apply to regular employees pursuant to this Memorandum:
    - Articles 1 to 10
    - Articles 12 and 13
    - Articles 15 and 16
    - Article 18.04, as amended\*
    - Articles 20 to 24
    - Article 25.01
    - Article 25.02 – in addition, it is understood that work schedules are based on client needs and preferences.
    - Article 25.07
    - Article 25.08
    - Article 25.09(B)
    - Article 25.10
    - Article 25.11
    - Article 26
    - Article 27.01 to 27.04
    - Articles 28 to 62
- This Framework for Settlement will be implemented within sixty (60) days following ratification.
- This Framework for Settlement is subject to funding from the applicable Ministries of the Provincial Government.



\* 18.04 is amended to read as follows:

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the Program. Orientation shall include:

- (A) organizational structure;
- (B) relevant policies and procedures;
- (C) duties of the position.

Employees required to attend such programs will be paid at the applicable rate of pay.

*Note:* General practice on how employees are presented to clients for selection:

*Upon new clients coming onto service, the Employer contacts qualified employees by phone to determine whether they are willing to be presented to a client for an interview. Should the Employer have some notice of the client coming onto service (i.e. two to three weeks), qualified employees, whose availability is consistent with the client's schedule of care, and who are in an appropriate geographic location, will be presented to the client, by seniority, subject to the priority "presentment" below. If the client requires service immediately, the Employer will be more focused on contacting qualified employees that it knows are readily available.*

*Priority "presentment" is offered to those employees who have been displaced, who have lost hours, who return from long-term leaves of absence, or who desire more hours or different hours of work, in that order. External candidates are given last priority. The assignment(s) may then be filled within the total discretion of the client.*

## **APPENDIX R**

### **MEMORANDUM OF UNDERSTANDING**

#### **WORKERS' COMPENSATION BOARD LEAVE**

Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums (in accordance with the three arbitration awards listed below) shall be taken into account when calculating "regular net take-home wages":

Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996: Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997: Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

## **APPENDIX S**

### **MEMORANDUM OF UNDERSTANDING**

#### **EXTENDED HEALTH CARE AND DENTAL BENEFITS**

Re: Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage)

Notwithstanding the reference to the Pacific Blue Cross Plan in Article 46.02 (Extended Health Care Coverage) and Article 46.03 (Dental Coverage), the Parties agree, that where an Employer in Group A, Group B, or Group C of Article 46 of the 1996 to 1998 PCA currently provides these benefits under another plan, it is understood that such plans are mutually agreed providing the overall level of benefits meets or exceeds the level of benefits under the Pacific Blue Cross Plan.

## **APPENDIX T**

### **LETTER OF UNDERSTANDING**

#### **DRUG COVERAGE**

##### **Background**

The current drug plan in effect for RNs, RPNs and LPNs includes a full Pharmacare tie-in and coverage for Prometrium. RNs and RPNs also have coverage for contraceptives.

A consent award established on-going grandparenting of certain drugs for members of the NBA and their dependents. It also provided grandparenting of the previous plan for nurses on LTD who were living out of province at the time of the change (i.e. the plan that preceded Pharmacare tie-in).

## **Drug Plan Provisions**

The parties agree to increase the drug coverage in the extended health plan.

Effective January 1, 2017, the parties agree to change the drug plan coverage to Blue Rx. It is agreed that coverage for Prometrium will continue.

It is further agreed that contraceptive coverage for RNs and RPNs will also continue. Coverage will be added for LPNs, effective immediately.

Any/all nurses and their dependents who have been grandparented under the Consent Award, will continue to be grandparented.

It is understood that costing for this change as provided by Pacific Blue Cross ("PBC") includes the ongoing costs of grandparented drugs.

If the NBA determines that nurses or their dependents will lose coverage as a result of the change from the current drug plan to Blue Rx, it is agreed that they will be grandparented when Blue Rx is implemented.

The parties agree that Pacific Blue Cross will provide an information package explaining the Blue Rx program prior to a ratification vote.

## **Extended Health Provisions**

The parties agree that the cost of the increase in coverage for hearing aids as per Article 46.02 of the Provincial Collective Agreement shall be borne by the BCNU.

## **Communication**

The parties agree to develop an implementation/communication plan in consultation with PBC within one (1) month of ratification to ensure that there is sufficient time to advise member of plan changes.

# **APPENDIX U**

## **LETTER OF AGREEMENT**

### **SUSTAINABILITY OF NBA BENEFITS PLANS**

#### **Background**

1. In the 2012 - 2014 Provincial Collective Agreement the NBA and HEABC agreed to a Joint Benefit Committee ("the Committee").
2. The purpose of the committee was to identify opportunities for making benefit plans (Extended Health, Dental, Group Life, AD&D) more cost effective while maintaining and increasing overall value for members.
3. The Committee's core function was to identify cost containment options to ensure the long-term sustainability of the benefit plans and develop recommendations for implementation.
4. The Committee was to report to the parties by December 31, 2013.
5. Up to and including the present day, the Committee has not met and consequently not examined any cost containment options.
6. In order to manage the rising costs of benefits HEABC has negotiated a Joint Benefit Trust with every health sector bargaining association, other than the NBA.
7. The NBA has maintained a position, headed by BCNU President Gayle Duteil, stating that the BCNU, which comprises 98% of NBA members, would not agree to a Joint Health Benefit Trust ("the Trust").
8. The Trust would require nurses to be responsible for up to a 50% of future increased benefit cost. This was and continues to be an unacceptable proposition for the NBA to agree with. The NBA will be enhancing member pharmacare benefits by adopting Blue RX from Blue Cross, The cost of which will be borne by the BCNU.

#### **Therefore the Parties agree as follows:**

9. The NBA will meet with HEABC three (3) months post ratification of the Provincial Collective Agreement ("PCA") to discuss and develop two specific plans:
  - a. a detailed plan to manage and reduce LTD cost; and
  - b. a benefits growth management plan for Extended Health, Dental, Group Life, AD&D ("the Plan").

#### **Reduction of LTD Cost:**

10. HEABC will develop a detailed plan to manage LTD costs and the NBA will consider collaborative actions to assist in this effort.

**Growth Management Plan for Extended Health, Dental, Group Life, AD&D:**

11. The development of the Plan will be based on the following principles:
- a. ensure the sustainable growth of the benefits plans by reaching a mutual agreement on a sustainable benefit growth rate for Extended Health, Dental, Group Life, AD&D ("the Rate");
  - b. the Rate will be inclusive of Blue RX costs and calculated based on projected 2017 utilization and applied as a percentage of straight time payroll;
  - c. the NBA will fund additional costs above the Rate up to a maximum fixed amount of up to \$5,000,000 annually for the term of the collective agreement to be funded from the interest accumulated in the retiree 1 % fund;
  - d. there will be a full and transparent process for sharing information on all aspects of benefit cost and utilization including information on other bargaining associations with respect to the benefit growth rates established for their plans; and
  - e. the Plan will be implemented no later than April 1, 2017 and the first possible payment by the NBA will be in April, 2018.

**Term:**

12. This LOA will be operative from date of execution until the successful renegotiation of the PCA.

**APPENDIX V**

**MEMORANDUM OF UNDERSTANDING**

**JURISDICTIONAL AGREEMENT**

The parties agree to adhere to the Jurisdictional Agreement for the Nurses Bargaining Association as written by John Baigent on August 4, 1998.

**JURISDICTIONAL AGREEMENT FOR NURSES' BARGAINING ASSOCIATION**

The signatories to this agreement recognize that jurisdictional disputes divide workers and inhibit Union from cooperating to achieve improved working and social conditions for their members.

We have determined that the best way to reduce/eliminate the disruptive effect of these disputes, is to have clear jurisdictional guidelines which are agreed by all the Unions in the Association.

The Unions who form the Nurses' Bargaining Association agree to the following jurisdictional principles to guide themselves and any third party in the settlement of questions about which Union an employee covered by the Provincial Collective Agreement, belong to:

- (1) Nurses who change jobs/credentials at their current worksite do not change their Union membership.
- (2) Newly hired RNs and RPNs (single registered) join the Union which represents the predominant number of nurses with their credentials at the worksite. Newly hired dual registered nurses will choose their Union at the time of hire and will remain in that Union unless they change worksite. In all cases (RN, RPN, dual registered) if there is only one association member Union representing nurses at that worksite, they join that Union.

Notwithstanding the above paragraph, in those workplaces where UPN and BCNU have in the past shared a joint certification, RNs will become BCNU members, RPNs will become UPN members, and dual registered nurses will have their choice of either BCNU or UPN as their Union. See above.

- (3) The Union who organizes a first certification negotiates that certification into the Nurses' Provincial Collective Agreement.

As ordered by John Baigent, Umpire, August 4, 1998.

**APPENDIX W**

**MEMORANDUM OF UNDERSTANDING**

**FTE SHOP STEWARD POSITIONS**

In the interest of developing quality labour-management relationships the parties have agreed to the continuation, increase or creation of elected full-time equivalent shop steward position(s) at the following locations:

Vancouver General Hospital	2.0
UBC Hospital	1.0
Lions Gate Hospital	1.0

Richmond Hospital	1.0
Children and Women's	1.0
St. Paul's	1.0
Mt. St. Joseph's	1.0
Royal Columbian Hospital	1.0
Surrey Memorial	1.0
Royal Jubilee	1.0
Victoria General Hospital	1.0
Nanaimo Regional Hospital	1.0
Kelowna General Hospital	1.0
Royal Inland Hospital	1.0
Prince George Regional Hospital	1.0
Total	16.0

The parties created sixteen (16) FTE Shop Steward positions during the 2006-2010 round of collective bargaining. In addition to the original positions, the parties agree effective April 1, 2012 to create an additional eight (8) FTE positions at the following locations:

Surrey	1.0
Burnaby	1.0
Abbotsford	1.0
Langley (with Community)	1.0
Eagle Ridge (with Community)	1.0
Chilliwack (with Community)	1.0
Vernon	1.0
South Island (LTC & Community)	1.0
Total	8.0

The parties agree that effective April 1, 2012, an amount equal to two (2) FTE will be allocated, on a proportional basis to Health Authorities, for the purposes of vacation relief. The parties also agree that the cost of the additional eight (8) FTE positions and the cost of an amount equal to two (2) FTEs for the purposes of vacation relief will be drawn from the 2010 - 2012 Total Compensation Residual monies.

The parties agree that the twenty-four (24) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the twenty-four (24) FTE allocation.

These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- coordinate and assign duties and responsibilities of stewards as well as perform such duties when deemed appropriate and necessary by the full time steward;
- work collaboratively to resolve workplace differences short of grievance and arbitration;
- track worksite issues and monitor trends.

These positions are intended to be full time and to operate on a regular schedule from Monday to Friday, unless the parties at a particular location mutually decide otherwise. Agreement on alternative arrangements will not be unreasonably withheld.

In the event that either the Health Authority or the Nurses' Bargaining Association (NBA) have concerns regarding the effectiveness of the working relationship at a particular location, the Vice President of Human Resources and the senior NBA representative will meet to discuss the most appropriate means of addressing the issues.

The effectiveness of the labour/management relationships will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors such as the disposition of grievances, improved resolution of workplace differences short of grievance or arbitration, as well as initiatives that have improved communications.

The parties agree to support joint education on topics which promote the development of quality labour/management relationships. In situations where facilitators/educators are used, such cost will be shared equally by the Employers and the Union.

## **APPENDIX X**

### **LETTER OF UNDERSTANDING**

#### **NEW GRADUATES: MENTORSHIP PROGRAM**

Health Authorities/Providence Health Care may implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs.

If the Health Authority/Providence Health Care decides to implement this program, it will be implemented on a health authority wide basis. All new graduates hired at that time will be hired under this program. The Health Authority/Providence Health Care will determine the number of new graduates to hire and will notify the NBA.

The new graduates will be hired as casual employees and will be given temporary full-time/part-time assignments for twenty-four (24) to thirty-six (36) weeks of the Mentorship Program. Employees in such assignments will be treated as a regular employee for the duration of the assignment.

Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period.

Each new graduate will have extra "orientation" of four (4) full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

Any new graduate mentorship programs of twenty-four (24) weeks or longer will be covered by this memorandum.

## **APPENDIX Y**

### **MEMORANDUM OF UNDERSTANDING**

#### **PENSION FOR RETIREES**

Effective April 1, 2008, provided that the Municipal Pension Plan rules can be changed which the Employer agrees to support, the Union agrees to convert the 2008 one (1) percent market adjustment to provide funding for inflation protection and benefits for retirees who were members of the Nurses' Bargaining Association (NBA) constituent unions.

## **APPENDIX Z**

### **MEMORANDUM OF AGREEMENT**

#### **RECOGNITION OF SENIORITY**

The Health Authorities will recognize seniority that was attained at the previous employer for successful applicants for regular positions where the previous employer was unionized with one of the constituent unions with the Nurses' Bargaining Association.

## APPENDIX AA

### MEMORANDUM OF UNDERSTANDING

#### JOB SHARING

##### Article 1 - Preamble

- 1.1 This Memorandum of Understanding establishes provision for two (2) regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

##### Article 2 - Participation

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.  
  
Job shares will be within the same department and classification except where the Employer and Union agree in good faith.
- 2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3 above.
- 2.5 For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 18.03 of the Provincial Collective Agreement, except for employees who are participating in a Job Share on their home ward, unit, or program and have already completed their qualifying period.

##### Article 3 - Maintenance of Full-Time Positions

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Provincial Collective Agreement.
- 3.3 If one job sharing partner decides to discontinue participation in a job share, she must give thirty (30) days' notice and she will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made. The period of thirty (30) days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Provincial Collective Agreement.
- 3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Provincial Collective Agreement.
- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 3.6 Either party may cancel this Memorandum on sixty (60) days' notice.

##### Article 4 - Schedules and Job Descriptions

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- 4.4 Once established, the position of hours shared may be altered by mutual agreement of the parties.

##### Article 5 - Benefits

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Provincial Collective Agreement.
- 5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- 5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Article 6 - Relief

6.1 Temporary relief for a job shared position will be determined pursuant to the Provincial Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

**APPENDIX BB**

**MEMORANDUM OF AGREEMENT**

**JOB SECURITY**

**Whereas:**

The Health Employers Association of BC ("HEABC") and the Nurses Bargaining Association ("NBA") recognize that the ongoing implementation of the Ministry of Health's strategic priorities may result in changes to the manner in which healthcare services are delivered over the term of the collective agreement.

-And-

The Ministry of Health will be conducting a review of long term care services including contracts, service standards, and education and training gaps of nurses in order to support the transformation of the community care services.

-And-

HEABC and the NBA have a shared interest in ensuring that these changes have as little impact as possible on nurses' employment security.

**Therefore, HEABC and the NBA agree that:**

**1. Acute Care and Community Nursing:**

For the purposes of this agreement no nurse will be involuntarily laid off due to contracting out or due to shifting healthcare resources from acute care to communities or long term care.

**2. Long Term Care Nursing:**

In consideration of the above health authorities and Providence Health Care will not layoff nurses employed in long term care as a result of any contracting out.

Further, health authorities will request the health authority contracted service providers to not proceed with any contracting out of nursing services.

Regardless of the review conducted by the Ministry of Health, if a nurse is involuntarily laid off by a contracted service provider due to contracting out the health authority will guarantee that the nurse will have no loss of salary, employment, benefits, service and seniority.

HEABC will facilitate the nurses' transition into another comparable nursing position into the following:

- a. in another health care affiliate site;
- b. in a health authority operated long-term care facility;
- c. in the community health sector; or
- d. in acute care.

Where the nurse is not sufficiently qualified and capable of filling a position the health authority and the Union will jointly determine the training, retraining, or skills upgrade the nurse requires and jointly develop an education upgrade plan for the nurse. The BCNU will consider assisting in the training, rehiring and/or skills upgrade costs.

**3. Term**

This Memorandum shall be operative from date of execution until the successful renegotiation of the 2019 PCA.

## **APPENDIX BB.1**

### **MEMORANDUM OF AGREEMENT**

#### **CONTRACTING OUT – AFFILIATE EMPLOYERS**

Notwithstanding the Memorandum of Agreement - Job Security, the following shall apply to Affiliate Employers:

- 1) The parties agree to limit the number of FTEs that can be contracted out during the period April 1, 2016 to March 30, 2019 as follows:
  - a) During the term of the NBA Collective Agreement from April 1, 2016 to March 30, 2019, health sector Employers have the right to contract out despite Memorandum of Agreement - Job Security.
  - b) Health sector Employers will limit contracting out that results in the lay-off of members of the NBA to three hundred (300) full-time equivalents (“FTE Cap”) between April 1, 2016 to March 30, 2019.
  - c) The contracting out allocation will occur as follows:
    - i. One hundred (100) full-time equivalents in fiscal 2016/2017;
    - ii. One hundred (100) full-time equivalents in fiscal 2017/2018;
    - iii. One hundred (100) full-time equivalents in fiscal 2018/2019.
  - d) Any unused allocation in any year will be carried forward to future years until the end of fiscal 2018/2019. For example, any unused allocation in fiscal 2016/2017 will be carried forward to fiscal 2017/2018 to be allocated in addition to the one hundred (100) full-time equivalents in fiscal 2017/2018 and so on.
  - e) The Government of British Columbia will allocate the FTE Cap to Health Sector Employers. HEABC will notify the NBA of an FTE allocation.
- 2) For the purposes of this Memorandum, layoffs where s. 35 of the *Labour Relations Code* apply are not included.
- 3) This Memorandum of Agreement remains in force until a new renegotiated NBA Collective Agreement is in effect.

## **APPENDIX CC**

### **AGREEMENT BETWEEN THE PARTIES**

#### **CONTRACTING OUT**

Notwithstanding Article 6.02 the Employer may contract out non-clinical services, including when such contracting out results in the layoff of employees.

The parties agree that the language of this Memorandum of Agreement does not in any way vary the meaning of “non-clinical services” as defined in the current Health and Social Services Delivery Improvement Act and the Health Sector Labour Adjustment Regulation.

As a matter of clarification, this Memorandum of Agreement continues in force and effect until such time as the parties negotiate changes to it.

## **APPENDIX DD**

The following list of employers is for information purposes only and may vary from the list of employers attached to the Nurses Bargaining Association consolidated certifications issued by the Labour Relations Board (“LRB”), as amended from time to time. If there is an inconsistency between the two lists, the LRB certification lists and case law will apply. The following list was generated as of January 2018.

### **LIST OF EMPLOYERS**

#### **BRITISH COLUMBIA NURSES’ UNION (BCNU)**

484017 B.C. Ltd. (Kimbelee Place) [3p], Surrey

547727 B.C. Ltd (Westminster House)

650600 B.C. Ltd. (Francis House)

650603 B.C. Ltd. (Granville House)

Lakeshore Private Hospital Ltd. (Lakeshore Care Centre) [1], Coquitlam



Adventist Health Care Home Society (Rest Haven Lodge)

Age Care Investments (B.C.) Ltd. (Harmony Court Care Centre and Estate) [1p], Burnaby

Alberni-Clayoquot Continuing Care Society (Echo Village) [1], Port Alberni

Alberni-Clayoquot Continuing Care Society (Fir Park Village) [1], Port Alberni

Aldergrove Lions Seniors Housing Society (Jackman Manor) [1], Aldergrove

Arcan Developments Ltd. (West Vancouver Care Centre) [1p], West Vancouver

Argyll Lodge Ltd. (Argyll Lodge) [3], Surrey

Arrow and Slocan Lakes Community Services (Arrow and Slocan Lakes Community Services) [6], Nakusp

Baptist Housing Care Homes Society, The Heights at Mt. View) [1], Victoria

Barclay Care Home Ltd. (Barclay Lodge) [3p] Port Coquitlam

BC Clinical and Support Services Society

Beacon Community Services Society (Beacon Community Services) [7], Sidney

Beacon Community Services Society (Salt Spring and Outer Gulf Islands Home Support Services) [7], Salt Spring Island

Bishop of Victoria (St. Joseph's General Hospital), Comox

Bloom Group Community Services Society, The [3], Vancouver

Braddan Private Hospital Ltd. (Braddan Private Hospital) [1p], Vancouver

Bresco Enterprises Ltd. (Mission Hills Manor) [3p], Mission

British Columbia Cancer Agency

- Abbotsford Cancer Centre
- Centre for the North
- Fraser Valley Cancer Centre
- Sindi A. Hawkins Centre for the Southern Interior
- Vancouver Cancer Centre
- Vancouver Island Cancer Centre

British Columbia Centre for Disease Control and Prevention Society Branch (B.C. Centre for Disease Control) [9], Vancouver

British Columbia Emergency Health Services

- Healthlink BC
- Patient Transfer Network

British Columbia Mental Health Society Branch (Burnaby Centre for Mental Health and Addiction), [3], Burnaby

Broadway Pentecostal Care Association (Broadway Pentecostal Lodge) [1], Vancouver

C.L. Antonio Inc. (New Horizons) [3p], Mission

Calling Foundation (Blenheim Lodge) [1], Vancouver

Canadian Blood Services/Societe Canadienne du Sang, The (Kelowna, Nanaimo, Prince George, Surrey, Vancouver, Victoria) [9]

Canadian Mental Health Association, Vernon and District Branch (Aberdeen House, Vernon and District Branch) [3], Vernon

Carital Continuing Care Society (Villa Carital) [1], Vancouver

Cedarhurst Private Hospital Ltd. (Amherst Private Hospital) [1p], Vancouver

Cerwydden Care Centre LLP (Cerwydden Care Centre) [1p], Duncan

Chelsey House (2003) Ltd. (Chelsey House) [3p], Langley

Children's and Women's Health Centre of British Columbia Branch, Vancouver

- B.C. Women's Hospital and Health Centre
- British Columbia's Children's Hospital
- Sunny Hill Health Centre for Children

Chown Adult Day Care Centre Society (Chown Adult Day Care Centre) [2], Vancouver

City Centre Care Society (Central City Lodge), [1] Vancouver

City Centre Care Society (Cooper Place Intermediate Care Facility)

Columbus Long Term Care Society (Columbus Residence) [1]

Country Squire Retirement Villa Ltd. (Country Squire Villa) [3p] Osoyoos  
 Crestlene Lodge Ltd. (Crestlene Lodge) [3p], Delta  
 Crossreach Project of Vancouver (Crossreach Seniors' Day Centre) [2], Vancouver  
 Dania Home Society (Dania Home)  
 Dawn Davies Health Care Ltd. (Saanich House) [3p] Victoria  
 Delta Lodge Ltd. (Delta Lodge) [3p], Delta  
 Down's Enterprises Ltd. (Down's Residence) [3p], Vernon  
 Elizabeth Bagshaw Society (Elizabeth Bagshaw Women's Clinic) [6], Vancouver  
 Evergreen Baptist Care Society (Evergreen Baptist Home) [1], White Rock  
 Everywoman's Health Centre Society (1988) (Everywoman's Health Centre) [6], Vancouver  
 Fair Haven United Church Homes, The (Fairhaven United Church Homes) [1], Burnaby  
 Fair Haven United Church Homes, The (Fairhaven United Church Homes) [1], Vancouver  
 Finnish Canadian Rest Home Association, The (Finnish Home) [1], Vancouver  
 Fleetwood Place Holdings Ltd. (Fleetwood Place) [1p], Vancouver  
 Forensic Psychiatric Services Commission, [3]  
 Forensic Psychiatric Hospital  
 Regional Clinics (Vancouver, Surrey, Victoria, Nanaimo, Kamloops, Prince George)

#### **Fraser Health Authority**

Abbotsford Regional Hospital  
 Burnaby Hospital, Burnaby  
 Chilliwack General Hospital, Heritage Village, Parkholm Place [1], Chilliwack  
 Delta Hospital, Delta  
 Eagle Ridge Hospital and Health Care Centre, Port Moody  
 Fellburn Care Centre, Burnaby and Queen's Park Care Centre, New Westminster  
 Fraser Canyon Hospital, Hope  
 Health Services Delivery Area (Fraser Valley) - Public Health, Continuing Care, Mental Health [8]  
 Health Services Delivery Area (Simon Fraser) - Public Health, Continuing Care, Mental Health[8]  
 Health Services Delivery Area (South Fraser) - Public Health, Continuing Care, Mental Health[8]  
 Langley Memorial Hospital, Langley  
 Lower Mainland Pharmacy Services  
 Mission Memorial Hospital, Mission  
 Peace Arch Hospital, White Rock  
 Ridge Meadows Hospital and Health Care Centre, Maple Ridge  
 Royal Columbian Hospital, New Westminster  
 Second Spring Adult Day Care Centre  
 Surrey Memorial Hospital, Surrey  
 Fraserview Intermediate Care Lodge Co. Ltd. (Fraserview Intermediate Care Lodge) [1p], Richmond  
 George Derby Care Society (George Derby Centre) [1], Burnaby  
 German-Canadian Benevolent Society of British Columbia (German Canadian Care Home) [1], Vancouver  
 Glacier View Lodge Society (Glacier View Lodge) [1], Courtenay  
 Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3p], White Rock  
 Governing Council of the Salvation Army in Canada (Buchanan Lodge) [1], New Westminster

Governing Council of the Salvation Army in Canada, (Sunset Lodge) [1], Victoria  
Greater Vancouver Community Services Society (Greater Vancouver Community Services) [7], Vancouver  
Greenwoods Eldercare Society, (Greenwoods) [1], Salt Spring Island  
Haro Park Centre Society (Haro Park Centre) [1], Vancouver  
Health and Home Care Society of British Columbia (Family Respite Centre) [2], Vancouver  
Hillside Lodge Ltd. (Hillside Lodge) [3p], Surrey  
Hurst Management Ltd. (Sidney Care Home) [1p], Sidney  
Icelandic Care Home Hofn Society (Icelandic Care Home)  
Ilapogu Investments Inc. (Oriole Lodge) [3p], Abbotsford  
Inglewood Private Hospital Ltd. (Inglewood Private Hospital, Lodge and Manor) [1p], West Vancouver

### **Interior Health Authority**

100 Mile District Hospital, 100 Mile House  
Arrow Lakes Hospital, Nakusp  
Ashcroft and District General Hospital, Ashcroft  
Barriere and District Health Centre, [9] Barriere  
Bastion Place, [1] Salmon Arm  
Boundary District Hospital, Grand Forks  
Braemore Lodge, [3] Penticton  
Cariboo Memorial Hospital, Cariboo Lodge, Williams Lake  
Castlegar and District Community Health Centre, Talarico Place, Castlegar  
Columbia View Lodge, Trail  
Coquihalla – Gillis House, [1] Merritt  
Creston Valley Hospital, Creston  
David Lloyd-Jones Home, [1] Kelowna  
Dr. F.W. Green Memorial Home, [1] Cranbrook  
Dr. Helmcken Memorial Hospital, Clearwater  
East Kootenay Regional Hospital, Cranbrook  
Elkford Health Care Centre, [9] Elkford  
Elk Valley Hospital, Fernie  
Gateby Care Facility, [1], Vernon  
Golden & District General Hospital, Henry M. Durand Manor,[1], Golden  
Golden and District Home Support, [7] Golden  
Halcyon Community Home, [1] Naksup  
Hardy View Lodge, [1] Grand Forks  
Health Services Delivery Area (East Kootenay) - Public Health, Continuing Care, Mental Health Community Programs and Services; Home Support [8]  
Health Services Delivery Area (Kootenay Boundary) - Public Health, Continuing Care, Mental Health Community Programs and Services; Home Support [8]  
Health Services Delivery Area (Okanagan) - Public Health, Continuing Care, Mental Health provided by the former North Okanagan Health Region; Home Support[8]  
Health Services Delivery Area (Okanagan) - Public Health, Continuing Care, Mental Health services provided by the former Okanagan Similkameen Health Region; Home Support[8]

Health Services Delivery Area (Thompson Cariboo) - Public Health, Continuing Care, Mental Health Services provided by the former Cariboo Community Health Services Society; Home Support[8]

Health Services Delivery Area (Thompson Cariboo) - Public Health, Continuing Care, Mental Health services provided by the former Thompson Health Region; Home Support[8]

Hillside Interior Adult Psychiatric Centre, [3] Kamloops

Invermere and District Hospital, Invermere

Kelowna General Hospital, Brookhaven Care Centre [1], Cottonwoods Care Centre[1], Kelowna

Kimberley Special Care Home, [1] Kimberley

Kootenay Boundary Regional Hospital, Trail

Kootenay Lake Hospital, Nelson

Lillooet Hospital and Health Centre, Lillooet

Logan Lake Health Care Centre, [9] Logan Lake

Mountain View Lodge, [1] Lillooet

Nelson Jubilee Manor, [1] Nelson

Nicola Valley Health Centre, Merritt

Noric House,[1] Vernon

Overlander Extended Care Hospital, [9] Kamloops

Parkview Place [1], Enderby

Penticton Regional Hospital, Penticton

Pleasant Valley Health Centre & Pleasant Valley Manor, Armstrong

Ponderosa Lodge, [1] Kamloops

Princeton General Hospital, Princeton

Queen Victoria Hospital, Mount Cartier Court, Revelstoke Home Support

Ridgewood Lodge [1], Princeton

Royal Inland Hospital, Kamloops

St. Bartholomew's Hospital, Lytton

Shuswap Lake General Hospital, Salmon Arm

Slocan Community Health Care Centre, [1] New Denver

South Hills Tertiary Psychiatric Rehabilitation Centre, Apple Lane Tertiary Mental Health Residential Unit, Hilltop House Tertiary Mental Health Specialized Residential Care Home, Kamloops [3]

South Okanagan General Hospital, Oliver

South Okanagan Home Support

South Similkameen Health Centre [9], Keremeos

Sparwood Health Centre, Sparwood

Summerland Health Centre [9], Summerland

Sunnybank Centre [1], Oliver

Swan Valley Lodge, [1] Creston

Three Links Manor, [1] Kelowna

Trinity Care Center [1], Penticton

Vernon Jubilee Hospital, Vernon

Victorian Community Health Centre of Kaslo, [9] Kaslo

Invicta Enterprises Incorporated (New Greenwood Lodge) [3], Surrey

Island Community Mental Health Association (Island Community Health Association) [3]

Island Community Mental Health Association (Greenridge Place) [3]

Island Community Mental Health Association (McCauley Lodge) [3]  
 James Bay Health and Community Services Society (James Bay Community Project) [6], Victoria  
 Jewish Home for the Aged of British Columbia (Louis Brier Home and Hospital) [1], Vancouver  
 Kamloops Personal Care Home Ltd. (Garden Manor) [3p], Kamloops  
 Kamloops Society for Alcohol and Drug Services (Phoenix Centre) [4], Kamloops  
 KinVillage Association (KinVillage Care Home) [1], Delta  
 L'Chaim Adult Daycare Society (L'Chaim Centre for Adult Daycare) [2], Vancouver  
 Langley Care Society (Langley Lodge) [1], Langley  
 Little Mountain Residential Care & Housing Society (Adanac Park Lodge) [1], Vancouver  
 Little Mountain Residential Care & Housing Society (Little Mountain Place) [1], Vancouver  
 Lodge on 4<sup>th</sup> Seniors (Community Partnership) (The Lodge on 4th) [1p], Ladysmith  
 Luther Court Society (Luther Court) [1], Victoria  
 Lutheran Senior Citizens Housing Society (Zion Park Manor) [1], Surrey  
 M. Kopernik (Nicolaus Copernicus) Foundation (Kopernik Lodge) [1], Vancouver  
 MPA – Motivation, Power and Achievement Society (MPA – Motivation, Power and Achievement Society) [3], Vancouver  
 MPA – Motivation, Power and Achievement Society (Sophia House),[3], Vancouver  
 MPA – Motivation, Power and Achievement Society (Tillikum House) [3], Vancouver  
 Maplewood Seniors Care Society, The (Maplewood House) [1], Abbotsford  
 Marie Esther Society, The (Mount Saint Mary Hospital), [9] Victoria  
 Marineview Housing Society (Cloverly House) [3], North Vancouver  
 Marineview Housing Society (Malchow House) [3], West Vancouver  
 Meadowview Manor Inc. (Meadowview Manor) [3p], Mission  
 Melody House Group Homes Inc. (Melody House)[3], Vancouver  
 Mennonite Benevolent Society (Menno Hospital), [1] Abbotsford  
 Mennonite Intermediate Care Home Society of Richmond (Pinegrove Place) [1] Richmond  
 Morgan Place Holdings Ltd. (Morgan Place) [1p],Surrey  
 Nanaimo Travellers Lodge Society (Eden Gardens) [1], Nanaimo  
 New Vista Society, The (New Vista Care Home) [1], Burnaby  
 North Shore Private Hospital (1985) Ltd. (Lynn Valley Care Centre) [1p],  
 North Vancouver

### **Northern Health Authority**

Acropolis Manor [1], Prince Rupert  
 Atlin Health Centre [9], Atlin  
 Birtchwood Place  
 Bulkley Lodge [1], Smithers  
 Bulkley Valley District Hospital, Smithers  
 Bulkley Valley Home and Community Care  
 Chetwynd General Hospital, Chetwynd  
 Dawson Creek and District Hospital, Dawson Creek  
 Dunrovin Park Lodge [1], Quesnel  
 Fort Nelson General Hospital, Fort Nelson  
 Fort St. John General Hospital and Health Centre), Fort St. John

Fraser Lake Diagnostic and Treatment Centre [9], Fraser Lake  
 G.R. Baker Memorial Hospital, Quesnel  
 Granisle Community Health Centre [9], Granisle  
 Health Services Delivery Area (Northeast) – Public Health, Continuing Care, Mental Health[8]  
 Health Services Delivery Area (Northern Interior) – Public Health, Continuing Care, Mental Health[8]  
 Health Services Delivery Area (Northern Interior/Quesnel) – Public Health, Continuing Care, Mental Health - services provided by the former Cariboo Community Health Services Society [8]  
 Health Services Delivery Area (Northwest) – Public Health, Continuing Care, Mental Health[8]  
 Houston Health Centre [9], Houston  
 Hudson’s Hope Health Centre [9], Hudson Hope  
 Kitimat General Hospital, Kitimat  
 Lakes District Hospital and Health Centre, Burns Lake  
 Mackenzie and District Hospital, Mackenzie  
 McBride and District Hospital, McBride  
 Mills Memorial Hospital, Terrace  
 North Haida Gwaii Hospital and Health Centre  
 Parkside Intermediate Care Home [1], Prince George  
 Prince George & District Home Support [7], Prince George  
 Prince Rupert Regional Hospital, Prince Rupert  
 Queen Charlotte Islands General Hospital, Queen Charlotte City  
 Queen Charlotte Islands Health Centre [6], Queen Charlotte City  
 Rainbow Intermediate Care Home [1], Prince George  
 Rotary Manor [1], Dawson Creek  
 St. John Hospital, Vanderhoof  
 Stewart Health Centre, Stewart  
 Stikine Health Centre [9], Dease Lake  
 Stuart Lake Hospital, Fort St. James  
 Stuart Nechako Manor,[1] Vanderhoof  
 Terraceview Lodge [1], Terrace  
 Tumbler Ridge Health Centre [9], Tumbler Ridge  
 University Hospital of Northern British Columbia, Prince George  
 Valemount Health Centre, Valemount  
 Wrinch Memorial Hospital, Hazelton  
 Norwegian Old People’s Home Association (Normanna Rest Home) [1], Burnaby  
 Oak Bay Kiwanis Health Care Society (The Kiwanis Pavilion) [1], Victoria  
 Pioneer Community Living Association (Pioneer House) [3], New Westminster  
 Pleasant View Housing Society 1980 (Pleasant View Care Home) [1], Mission  
 Point Grey Private Hospital Ltd. (Point Grey Private Hospital)[1p], Vancouver  
 Port Coquitlam Senior Citizens’ Housing Society (Hawthorne Seniors Care Centre) [1], Port Coquitlam

**Providence Health Care Society, Vancouver**

Holy Family Hospital [9]  
 Mount Saint Joseph Hospital

St. Paul's Hospital  
St. Vincent's Hospital - Brock Fahrni Pavilion [1]  
St. Vincent's Hospital – Honoria Conway [1]  
St. Vincent's Hospital – Langara [1]  
Youville Residence

**Provincial Health Services Authority**

Corporate Services Unit [9]  
Health Shared Services BC [9]  
Information Management Information Technology Systems [9]  
Lower Mainland Pathology and Laboratory Medicine Services [9]  
Quesnel and District Child Development Centre Association (Quesnel Child Development Centre) [5]  
RainCity Housing and Support Society (RainCity Housing and Support Society) [3], Vancouver  
Renfrew/Collingwood Seniors Society (Renfrew Collingwood Adult Day Care) [2]  
Residences for Independent Living Society (False Creek Residence, Steveston Residence) [1]  
Richmond Kinsmen Home Support Society (Richmond Kinsmen Adult Centre) [2]  
Richmond Intermediate Care Society (Rosewood Manor) [1], Richmond  
Royal Arch Masonic Homes Society (Royal Arch Masonic Home) [1]  
Royal Ascot Care Centre Ltd. (Royal Ascot Care Centre) [1p], Vancouver  
S.U.C.C.E.S.S. Multi-level Care Society (Simon K.Y. Lee Care Home, Austin Harris Residence, and Harmony House) [1], Vancouver  
Saint Elizabeth Health Services [7]  
Seniors Come Share Society (White Rock Day Program, Surrey Day Program) [2]  
Shelmarie Rest Home (1994) Inc. (Shelmarie Rest Home) [1p], Victoria  
Sherwood Crescent Manor Ltd. (Sherwood Crescent Manor) [1p], Clearbrook  
Skipton Holdings Ltd. (Mountain View Home) [3p], Abbotsford  
Societe du Foyer Maillard (Foyer Maillard) [1], Maillardville  
St. Jude's Anglican Home (St. Jude's Anglican Home) [1], Vancouver  
St. Michael's Centre Hospital Society (St. Michael's Centre) [1], Burnaby  
Tabor Home Society (Tabor Home) [1], Abbotsford  
Three Links Care Society, The (Three Links Care Centre) [1], Vancouver  
Trejan Lodge Ltd. (Trejan Lodge) [3p] Maple Ridge

**Vancouver Coastal Health Authority**

Bella Coola General Hospital, Bella Coola  
Cedarview Lodge, [1] North Vancouver  
Cedar Garden, [1] North Vancouver  
Dogwood Lodge, [1] Vancouver  
G.F. Strong Rehabilitation Centre, Vancouver  
George Pearson Centre, [9] Vancouver  
Health Services Delivery Area (North Shore/Coast Garibaldi) – Public Health, Continuing Care, Mental Health Services, services provided by the former Coast Garibaldi Community Health Services Society [8]  
Health Services Delivery Area (North Shore/Coast Garibaldi) – Public Health, Continuing Care, Mental Health Services, services provided by the former North Shore Health Region[8]

Health Services Delivery Area (Richmond Community) – Public Health, Continuing Care, Mental Health Services [8]  
 Health Services Delivery Area (Vancouver Community) – Public Health, Continuing Care, Mental Health Services [8]  
 Howe Sound Home Support Service, Squamish [7]  
 Integrated Medical Imaging [9]  
 Kiwanis Care Centre [1] (North Vancouver)  
 Lions Gate Hospital/Evergreen House, North Vancouver  
 Magnolia House, [3] Vancouver  
 North Shore Home Support [7] – Margaret Fulton Adult Day Centre [2] and West Vancouver Adult Day Centre [2]  
 North Shore Community Mental Health, [3] North Vancouver  
 Pemberton Health Centre, [9] Pemberton  
 Powell River General Hospital/Evergreen Extended Care, Powell River  
 Powell River and District Home Support [7], Powell River  
 The Richmond Hospital, Richmond  
 Richmond Lions Manor, Richmond [1]  
 Richmond Mental Health Team and Richmond Mental Health Emergency Service, Richmond [3]  
 R.W. Large Memorial Hospital, Bella Bella  
 Shorncliffe, [1] Sechelt  
 Squamish General Hospital / Hilltop House [3], Squamish  
 Sunshine Coast Home Support [7] (Sechelt)  
 St. Mary’s Hospital/Totem Lodge [9] (Sechelt)  
 Vancouver Community Mental Health Services, [3] Vancouver  
 Vancouver Detox, [9] Vancouver  
 Vancouver Hospital, UBC Pavilions, Vancouver  
 Vancouver Hospital, 12th & Oak Pavilions, Vancouver  
 Whistler Health Care Centre, [9] Whistler  
 Willingdon Creek Centre

**Vancouver Island Health Authority**

Aberdeen Hospital, [9] (Victoria)  
 Bamfield Health Centre [9] (Bamfield)  
 Campbell River Home Support  
 Chemainus Health Care Centre [1] (Chemainus)  
 Comox Valley Home Support [7] (Courtenay)  
 Comox Valley Nursing Station [9] (Courtenay)  
 Cormorant Island Community Health Centre (Alert Bay)  
 Cowichan District Hospital (Duncan)  
 Cowichan Lodge Tertiary Mental Health Facility [3] (Duncan)  
 Cumberland Health Centre [9] (Cumberland)  
 Eagle Park Health Care Facility [1] (Qualicum Beach)  
 Glengarry Hospital [9] (Victoria)  
 Gold River Health Clinic [9] (Gold River)  
 Gorge Road Hospital [9] (Victoria)  
 Health Services Delivery Area (Central Island) - Public Health, Continuing Care, Mental Health, Home Support [8]



Health Services Delivery Area (North Island) - Public Health, Continuing Care, Mental Health [8]  
Health Services Delivery Area (South Island) - Public Health, Continuing Care, Mental Health [8]  
Kyuquot Health Centre [9] (Kyuquot)  
Lady Minto Gulf Islands Hospital (Salt Spring Island)  
Ladysmith Community Health Centre (Ladysmith)  
Mount Tolmie Hospital [9] (Victoria)  
Nanaimo Regional General Hospital (Nanaimo)  
North Island Hospital, Campbell River & District  
North Island Hospital, Comox Valley Campus  
North Island Home Support [7], Campbell River  
Oak Bay Lodge [1], Victoria  
Oceanside Health Centre [9] (Parksville)  
Port Alice Hospital (Port Alice)  
Port Hardy Hospital (Port Hardy)  
Port McNeill Hospital (Port McNeill)  
Priory Hospital [9] (Victoria)  
Queen Alexandra Centre for Children's Health (Victoria)  
Royal Jubilee Hospital (Victoria)  
Saanich Peninsula Hospital (Victoria)  
Tahsis Health Centre (Tahsis)  
Tofino General Hospital (Tofino)  
Trillium Lodge [1] (Parksville)  
Victoria General Hospital (Victoria)  
West Coast General Hospital (Port Alberni)  
Yucalta Lodge [1] (Campbell River)

Vancouver Island Mental Health Society (Gateway House, Bob Currie Place, K.C. House) [3], Nanaimo [3]  
VCPC Holdings Limited. (Chrysalis 22 & 24) [3p], Surrey  
Victoria Chinatown Care Society (Victoria Chinatown Care Centre) [1], Victoria  
Villa Cathay Care Home Society (Villa Cathay Care Home) [1], Vancouver  
Whalley & District Senior Citizens' Housing Society (Kinsmen Place Lodge) [1], Surrey  
Windermere Care Centre Inc. (Windermere Care Centre) [1p], Vancouver  
Yaletown House Society (Yaletown House) [1], Vancouver

#### **HEALTH SCIENCES ASSOCIATION (HSA)**

Azimuth Health Program Management Ltd. (Barberry Lodge) [3p], Port Coquitlam  
Baptist Housing Care Homes Society of B.C., The (Heights at Mount View) [1], Victoria  
Bishop of Victoria (St. Joseph's General Hospital), Comox  
Coast Foundation Society (1974) (Coast Foundation) [3], Vancouver  
Dania Home Society (Dania Home), Burnaby  
Daniel Gaumont (Gaumont Residence) [3p], Kamloops  
Finnish Canadian Rest Home Association, The (Finnish Manor) [1], Vancouver

Abbotsford Regional Hospital, Abbotsford  
Burnaby Hospital, Burnaby  
CRESST South Fraser [3], Surrey  
Mission Memorial Hospital, Mission  
Peace Arch Hospital, White Rock  
Ridge Meadows Hospital and Health Care Centre, Maple Ridge  
Surrey Memorial Hospital, Surrey

Glacier View Lodge Society (Glacier View Lodge) [1], Comox  
Good Shepherd Lodge Inc. (Good Shepherd Lodge) [3p], White Rock  
Haro Park Centre Society (Haro Park Centre) [1], Vancouver

#### **Interior Health Authority**

Castlegar and District Community Health Centre  
Columbia View lodge, [1]  
Nelson Jubilee Manor [1]  
Nicola Valley Health Centre  
Overlander Extended Care Hospital [9], Kamloops  
Ponderosa Lodge [1]  
Queen Victoria Hospital  
Royal Inland Hospital  
Sunnybank Centre [1]  
Swan Valley Lodge [1]  
Vernon Jubilee Hospital  
Kamloops Society for Alcohol and Drug Services (Phoenix Centre) [4], Kamloops  
KinVillage Association (KinVillage Care Home) [1], Delta  
Little Mountain Residential Care & Housing Society (Adanac Park Lodge) [1], Vancouver  
Little Mountain Residential Care & Housing Society (Little Mountain Place) [1], Vancouver  
MPA – Motivation, Power and Achievement Society [3], Vancouver  
Nanaimo Child Development Centre Society [5]  
New Vista Society, The (New Vista Care Home) [1], Burnaby

#### **Northern Health Authority**

Bulkley Lodge, Smithers  
Dawson Creek and District Hospital, Dawson Creek  
Dunrovin Park Lodge [1], Quesnel  
G.R. Baker Memorial Hospital, Quesnel  
Pioneer Community Living Association (Adrian House; Millers Way; Lina's Place; CRESST Program and Pioneer Program) [3], New Westminster  
Port Coquitlam Senior Citizens' Housing Society (Hawthorne Care Centre) [1], Port Coquitlam

#### **Providence Health Care Society**

Holy Family Hospital [9],

Mount Saint Joseph Hospital  
St. Paul's Hospital  
St. Vincent's Hospital – Brock Fahmi Pavillion [1]  
St. Vincent's Hospital – Langara [1]  
Youville Residence

Quenel and District Child Development Centre Association (Quesnel and District Child Development Centre [5])

**Vancouver Coastal Health Authority**

Cedarview Lodge [1]  
George Pearson Centre [9]  
Lions Gate Hospital / Evergreen House  
Magnolia House [3]  
Richmond Hospital (The)  
Richmond Lions Manor [1]  
Squamish General Hospital / Hilltop House  
Vancouver Hospital, UBC Pavilions

**Vancouver Island Health Authority**

Cowichan District Hospital (Duncan)  
Gorge Road Hospital [9]  
North Island Hospital, Campbell River and District  
North Island Hospital, Comox Valley Campus  
Royal Jubilee Hospital  
Trillium Lodge [1] (Parksville)  
Victoria General Hospital

Vancouver Island Mental Health Society (Gateway House) [3]

Victoria Rest Home Ltd.(Victoria Rest Home) [3p], Victoria

**CHRISTIAN LABOUR ASSOCIATION OF CANADA, Local No. 501 (CLAC)**

Buena Vista Lodge Ltd. (Buena Vista Lodge) [3p], White Rock

**HOSPITAL EMPLOYEES' UNION (HEU)**

Canadian Mental Health Association – Cariboo Chilcotin Branch (Jubilee Care Centre) [3]

Coast Foundation Society (1974) (Coast Mental Health) [3 ]

Vancouver Coastal Health (Bella Coola Home Support) [7]

**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION**

Arvand Investment Corporation (Britannia Lodge) [1]

Legend

[p] Private Employer  
[1] Long-Term Care  
[2] Adult Day Care

- [3] Mental Health
- [4] Alcohol and drug
- [5] Child Development Centre
- [6] Community Service Agency
- [7] Home Support Agency
- [8] Health Region or Community Health Service Society
- [9] Other

**APPENDIX EE**

**MEMORANDUM OF AGREEMENT**

**INTEGRATION OF LICENSED PRACTICAL NURSES INTO THE NBA PROVINCIAL COLLECTIVE AGREEMENT**

The parties agree that the Nurses Bargaining Association ("NBA") Provincial Collective Agreement will apply to Licensed Practical Nurses ("LPNs") effective the start of the first full pay period following the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, except as set out below:

**1. Superior Benefits**

- a. The parties agree that all previously existing superior benefits to which LPNs were entitled under Employer-specific Memoranda of Understanding to the FBA and CBA collective agreements will be extinguished effective thirty (30) days after the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, except those set out in Appendix "A" to this Memorandum of Agreement.
- b. The parties further agree that all superior benefits set out in Appendix "A" to this Memorandum of Agreement will be extinguished on March 30, 2019.

<b>Name of Facility</b>	<b>Legal Employer/Health Authority</b>	<b>MOA</b>
Arranglen Lodge	CPAC	Free Parking
Arrowsmith Rest Home Society	Arrowsmith Rest Home Society	Free Parking
Beckley Farm Lodge	Beckley Farm Lodge Society	Employee Parking
Bleinheim Lodge		Coffee, Tea, Snacks and Meals
Bleinheim Lodge		Parking
Broadway Pentecostal Lodge		Coffee and Tea
Broadway Pentecostal Lodge		Meals
Broadway Pentecostal Lodge		Parking
Canadian Blood Service, The		Free Parking
Cedarview Lodge	VCHA	Free Parking
Central City Lodge		Coffee
Central City Lodge		Meals
Columbus Residence		Meals and Beverages
Columbus Residence		Free Parking
Cooper Place Intermediate Care		Coffee and Snacks
Cooper Place Intermediate Care		Parking
Delta Hospital	FHA	Free Parking
Dogwood Lodge (Vancouver)	VCHA	Free Parking
Eagle Ridge Hospital	FHA	Christmas Meal
Evergreen Baptist Home		Free Coffee
Evergreen Baptist Home		Parking
False Creek Residence		Coffee and Snacks

False Creek Residence		Meals
False Creek Residence		Parking
Fellburn Care Centre	FHA	Free Parking
Finnish Home		Meals
Finnish Home		Parking
Finnish Manor		Meals
Finnish Manor		Parking
Fraserview Intermediate Care		Parking
George Derby Centre		Parking
Glacier View Lodge		Parking
Gold River Health Clinic	VIHA	Parking
Hardy View Lodge	IHA	Free Parking
Holy Family Hospital	PHC	Free Parking
Jackman Manor		Coffee
Jackman Manor		Meals
Jackman Manor		Parking
Kiwanis Care Centre (Nwest)		Coffee/Tea, Parking, Meals
Kiwanis Care Centre (Nvan)	VCHA	Parking
Little Mountain Place		Beverages
Little Mountain Place		Parking
Malaspina Gardens	CPAC	Meals and Beverages

**2. Provisions of the NBA Provincial Collective Agreement that do not apply to LPNs**

- a. Article 11.04(A)(9) - Casual Employees - Client Specific Assignments
- b. Article 11.04(J)(2) - Probationary Period for Client Specific Casuals
- c. Article 26.02(1) - split shifts for client specific nurses
- d. Article 32.03 - Safe Workplace (only the requirement that nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population be provided with orientation, job shadowing, and/or in service where necessary for a minimum period of three (3) weeks)
- e. Appendix "K" - LTD Stabilization Grant
- f. Appendix "M" - Managing Staffing Challenges in the Health Care System
- g. Appendix "Q" - Client Specific Nurses from Home Support Agencies
- h. Appendix "Y" - Pension for Retirees
- i. Appendix "KK" - Transition to the 37.5 Hour Work Week
- j. Appendix "NN" - Additional Nurse FTEs
- k. Appendix "VV" - Pension Enhancement Program

**3. The Parties will be reviewing the applicability of the following provisions of the NBA Provincial Collective Agreement to LPNs**

- a. Appendix "P" - Incentive Payment for Pre and Post Retirees
- b. Appendix "BB" - Job Security
- c. Appendix "OO" - Acute/Long-Term Care Staff Replacement- Long-Term
- d. Appendix "PP" - Acute/Long-Term Care Staff Replacement - Short-Term
- e. Appendix "QQ" - Additional Patient Demand
- f. Appendix "RR" - In-Charge Nurse
- g. Appendix "SS" - Community - Replacement of Absences

#### 4. Provisions of the NBA Provincial Collective Agreement that are subject to a transition process that has been agreed to by the Parties

- a. Article 11.03(a): The parties agree that the minimum fifteen (15) hours per week threshold for obtaining Regular Part-Time status will not apply to LPNs that, at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, are Regular Part-Time status employees, but work less than fifteen (15) hours per week. Such LPNs will maintain their Regular Part-Time status until such time as:
  - i. The LPN voluntarily changes her schedule, or
  - ii. The Employer changes the LPN's schedule for a *bona fide* operational reason.
- b. Article 11.04: The parties agree that all LPN casual shifts that are scheduled at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement will be worked as scheduled.
- c. Articles 18.05(a), 18.05(b) and 18.05(c): The parties agree that any LPNs that were promoted or transferred into a new position ninety (90) days or less before the date of ratification of the 2014-2019 NBA Provincial Collective Agreement shall be entitled to the return to their previously held position in accordance with the terms of the collective agreement (FBA or CBA) that applied at the time of the promotion or transfer.
- d. Article 19: The parties agree that any LPNs that were on layoff at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement shall continue to be covered by the collective agreement (FBA or CBA) that applied at the time of the layoff until such time as the laid-off LPN returns to regular employment.
- e. Articles 21, 22, 23: The parties recognize that LPN Job Profiles and Job descriptions need to be created that are consistent with Articles 21, 22 and 23 of the NBA Provincial Collective Agreement. The Employer agrees to create LPN Job Profiles and Job Descriptions by no later than October 1, 2016.
- f. Article 25 - Work Schedules: The parties agree that LPN work schedules will be brought into compliance with the NBA Provincial Collective Agreement by no later than April 1, 2017. The parties will meet within thirty (30) days of ratification of the collective agreement to discuss a mutually agreeable process for achieving this objective as expeditiously and efficiently as possible. The parties agreement with respect to Article 25 also applies to all other scheduling-related provisions of the NBA Provincial Collective Agreement, including, but not limited to: Article 26.02, Memorandum of Agreement Re: Extended Work Day/Compressed Work Week, Appendix "I", Appendix "N", Appendix "ZZ". All new LPN work schedules created following the ratification of the 2014-2019 HEABC-NBA Provincial Collective Agreement will comply with its scheduling language.
- g. Article 28.02 - Shift Premium: Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same evening and night shift premiums that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the evening and night shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.
- h. Article 28.03 - Weekend Premiums: Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same weekend premium that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the weekend shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.
- i. Article 28.04 - Super Shift Premiums: Article 28.04 of the HEABC-NBA Provincial Collective Agreement will not apply to LPNs until April 1, 2017. Effective April 1, 2017, the super shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.

#### 5. Seniority

- a. Consolidated Certification:
  - i. The parties agree that LPNs will be included in the consolidated certification of each Health Authority/PHC by no later than September 1, 2016. The parties shall meet within thirty (30) days of ratification of the 2014-2019 NBA Provincial Collective Agreement to develop a process for achieving this objective.
  - ii. There will be no claims for back pay, compensation for missed shifts or other retroactive remedies as a result of the process of including LPNs in the consolidated certification of each Health Authority/PHC.
- b. Retroactive Seniority:
  - i. The parties agree to credit currently employed LPNs with all seniority that was lost as a result of resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement.
  - ii. On or before August 1, 2016, the NBA will provide each Health Authority/PHC with a list of all LPNs that it believes have lost seniority as a result of resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement. This list will also indicate the seniority hours that the NBA believes each LPN is entitled to.
  - iii. If necessary, the parties will develop a mutually able process through which the Union will be given access to the information that it reasonably requires to complete the list referred to in paragraph (b)(ii) above. The Employer will have no role in calculating seniority credit, but will give affected LPNs credit for all seniority identified by the NBA. This includes any recognition of seniority as per Appendix Z - Recognition of Seniority of the NBA.

c. Seniority Application into the NBA:

An LPN who becomes an RN/RPN will have her seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013.

**6. Service**

The parties agree to review the issue of LPN service that was lost as a result of an LPN resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement. This review will take place no later than sixty (60) days after the ratification of the 2014-2019 NBA Provincial Collective Agreement.

**APPENDIX EE.1**

**MEMORANDUM OF UNDERSTANDING**

**LPN INTEGRATION TO NBA COLLECTIVE AGREEMENT**

The parties have agreed to implement the "LPN Integration Recommendations" as reviewed and accepted November 1, 2016.

**Nurse Staffing Secretariat Recommendations**

**LPN Integration to the NBA Collective Agreement**

**1. Retroactive application of LPN Seniority and Service**

- BCNU to create a team to manage claims of retroactive seniority and service.
- Health Authorities/Providence Health Care ("HA") will identify one HR data lead per HA to work with the BCNU team to validate identified claims.
- Prior to sharing the current list, (approximately 260 LPNs identified) the BCNU team will review and edit inaccuracies wherever possible. Work on the current list of claims is to commence immediately. The HA leads will collaborate to validate the employment, seniority, and where applicable, service claims as provided by the BCNU team.
- BCNU will extend the deadline for submission of further claims to 5:00 pm on November 25, 2016. No claims beyond this will be accepted.
- The BCNU and HAs should have all claims finalized by December 15, 2016 in preparation for final merged certification consolidation.

**2. Consolidated Certification**

NSS recommends the following timelines for consistency in consolidation:

- Final implementation of the LPN consolidation on January 31, 2017 (implementation date).
- The parties should complete a consolidated certification agreement based on the principles of Appendix GG of the NBA Collective Agreement by November 25, 2016.
- Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective January 31, 2016.
- Regular part-time employees may hold positions at up to two worksites provided the positions do not exceed 1.0 FTE.
- Multiple regular positions:
  - Employees may have multiple regular positions that total more than 1.0 FTE until May 31, 2017. (For example, two 0.6 part time positions).
  - Employees must notify their Health Authority/Providence Health Care no later than April 1, 2017 which position they will relinquish to bring their FTE equal to or less than 1.0 FTE.
  - The employee must relinquish the position no later than May 31, 2017. An employee who relinquishes positions prior to May 31, 2017 as above, will subsequently be eligible for overtime as per the terms and conditions of the NBA Collective Agreement.
- Multiple statuses:
  - Employees may maintain more than one status at different work sites up until January 31, 2017 (for example, full time at one worksite and casual at a second).
  - Employees shall inform their Health Authority/Providence Health Care no later than December 16, 2016 which status they wish to relinquish and which they wish to maintain.
  - Employees will relinquish the second (or more) status by January 31, 2016.

- Overtime:
  - Paid hours for employees working at multiple worksites will not be combined for overtime calculation purposes prior to the respective effective dates for relinquishing positions/statuses.

Example (A): an LPN that is regular FT at one site and casual status at another site; the LPN must declare whether they will be regular full time or casual as of Jan 31, 2017. If the LPN declares regular FT as their status, effective February 1, 2017, any additional work hours above 1.0 FTE would be paid per the collective agreement, including overtime.

Example (B): an LPN that owns more than one regular PT position at one site or multiple sites; the LPN must declare which position they will relinquish no later than April 1, 2017. The employee may continue to work in both positions until May 31, 2016 but paid hours will not be combined for overtime calculation purposes prior to the respective dates.

### 3. Interim Measures

- In consideration of the pending consolidated certification of CBA and FBA LPNs into the NBA, we recommend effective October 31, 2016, LPNs have equal access to all HA LPN vacancies using their existing pre-consolidation seniority. Where an employee has more than one employee number (i.e. seniority) the employee will use the seniority that is most advantageous.
- Up to and including January 31, 2017, LPNs will continue using their current seniority for accessing additional casual shifts. Effective February 1, 2017, consolidated seniority will apply.

### 4. LPN to RN/RPN Seniority: when an LPN becomes registered as an RN or RPN

- If regular since the transfer into BCNU, the employee would get seniority credit as an RN/RPN back to start date but, in any case, no earlier than April 15, 2013 (or other date they became BCNU members).
- If casual status, hours worked since April 15, 2013 would be credited as seniority hours (not more than 1950 per year).
- When an LPN provides the Employer with RN/RPN registration, this triggers the application of seniority which can then be used to apply on RN/RPN positions.
- Some additional items the parties will need to develop agreement on in relation to LPN to RN/RPN transition or when a nurse works as both an LPN and an RN/RPN (dual registered):
  - Increment step
  - Application of overtime
  - Anniversary date
  - Enabling language and distinction between LPN and RN/RPN seniority for the purposes of seniority related articles of the Collective Agreement such as posting and selection, casual call-in, vacation selection.

### 5. Superior Benefits

The NSS understands certain LPNs at Eagle Ridge Hospital in Fraser Health Authority maintain superior benefits as outlined in the Memorandum of Understanding previously agreed by the Hospital Employees' Union. NSS recommends they continue per the terms of the Memorandum of Understanding and the parties address the issue in the next round of bargaining.

## APPENDIX EE.2

### MEMORANDUM OF UNDERSTANDING

#### CONSOLIDATION OF CERTIFICATIONS - LICENSED PRACTICAL NURSES

This agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified. Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all LPN members of the NBA employed within the Health Authority/Providence Health Care and who were previously covered by the 2012-2014 Health Services and Support Facilities Subsector and the 2012-2014 Health Services and Support Community Subsector collective agreements. *(This MOA does not alter the NBA Consolidated Certification under the BC Labour Code)*

The consolidation of seniority lists will be completed no later than January 31, 2017 (the "implementation date").

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single LPN seniority lists as follows:

#### (A) Status

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.



2. Regular part-time employees may hold positions at up to two worksites provided the employee's multiple positions do not exceed a total of 1.0 FTE.
3. Employees who have regular and casual status at different worksites shall inform their Health Authority/Providence Health Care no later than Dec 16, 2016 of which status they wish to maintain and which they wish to relinquish.
4. Up to and including the implementation date of January 31, 2017, employees who have more than one status will continue to be paid the rate and increment step associated with each status. Effective February 1, 2017, these employees will receive the highest of the applicable increment step earned and/or the most favourable wage rate.

**(B) Multiple Positions**

1. Employees may have multiple regular positions that total more than 1.0 FTE until May 31, 2017. (For example, two 0.6 part time positions).
2. Employees must notify their Health Authority/Providence Health Care no later than April 1, 2017 which position they will relinquish to bring their FTE equal to or less than 1.0 FTE.
3. The employee must relinquish the position no later than May 31, 2017. An employee who relinquishes positions prior to May 31, 2017 as above, will subsequently be eligible for overtime as per the terms and conditions of the NBA Collective Agreement.
4. Up to and including May 31, 2017, employees who have two or more positions will continue to be paid the rate and increment step associated with each position. As of June 1, 2017, regardless of whether the employee is required to make a selection under B.2, the following principle will apply:

- Employees with multiple positions in the same classification will receive the highest of the applicable increment step earned and/or the most favourable wage rate.

**(C) Overtime**

1. Paid hours for employees working at multiple worksites will not be combined for overtime calculation purposes prior to January 31, 2017 for employees with more than one status and prior to May 31, 2017 for employees holding multiple positions exceeding 1.0 FTE.

**(D) Seniority and Benefits**

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.
2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new NBA single seniority list covering all LPN employees under the Collective Agreement for that Health Authority/Providence Health Care on the implementation date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations within the Health Authority/Providence Health Care. "Dovetailing" means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists prior to the implementation date, will receive the total seniority earned at all worksites to a maximum of 1.0 FTE.
4. Employees who have multiple benefit/seniority entitlements will retain their most favourable entitlement on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favourable entitlement on record.
5. Regular employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefits in accordance with the Collective Agreement.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks, and service not to exceed the maximum entitlement(s) in the Collective Agreement.
7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours worked in those regular positions in accordance with the Collective Agreement.
8. Employees with multiple regular positions will contribute to the applicable pension plan in accordance with the Collective Agreement and the rules of the applicable pension plan.
9. Employees required to relinquish position(s) under Subsection B shall choose to have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation, on a one-time basis.
10. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants. Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.
11. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The NBA will be provided with this information upon request.

**(E) Vacancy Posting**

1. Each Health Authority/Providence Health Care will post vacancies at each work location within the Health Authority/Providence Health Care, in accordance with Article 17, and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 18. Multi-site postings shall specify the home work location for the position.
2. Employees are not eligible for relocation expenses where they post or access work across work locations.

**(F) Implementation**

1. NBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated NBA Certifications.
2. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.

**(G) Collective Agreement**

1. This Agreement shall not be used to interpret any aspect of the Collective Agreement.
2. Any memorandum with the Health Authority/Providence Health Care and the NBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement, unless otherwise agreed, by the implementation date.

**(H) Consequential Amendments**

1. Consequential amendments will be made to the Collective Agreement as necessary.

**APPENDIX EE.3**

**MEMORANDUM OF UNDERSTANDING**

**RETROACTIVE APPLICATION OF LOST SERVICE - INTEGRATION OF LICENSED PRACTICAL NURSES INTO THE NBA**

The Memorandum of Agreement re: Integration of Licensed Practical Nurses into the NBA Provincial Collective Agreement (the "MOA") was agreed to by the parties during bargaining of the 2014-2019 NBA Collective Agreement.

Point 6 of the MOA states *"The parties agree to review the issue of LPN service that was lost as a result of an LPN resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement."*

The parties have completed their review and accordingly have agreed to the following terms:

1. All Licensed Practical Nurses ("affected LPNs") in the NBA who lost service with their Employer since April 15, 2013 (as per Point 6 of the MOA) will have full reimbursement of that lost service reinstated on a retroactive basis. This will result in the following:
  - a. Service - all lost service will be reinstated.
  - b. Entitlements and Benefits - all lost service entitlements and any other benefits lost due to employment termination will be reinstated. This includes, but is not limited to, sick leave banks, wage increments, severance entitlements, vacation entitlements and special leave banks.
  - c. Vacation - vacation hours earned based on reinstated service will be credited retroactive to May 20, 2016, the effective date of the MOA, and added to 2017 vacation banks.
  - d. Wages - lost wages due to loss of increment will be reimbursed retroactive to May 20, 2016.
2. Portability - LPNs who have terminated their employment since April 15, 2013 and have been hired at another Employer under the NBA Collective Agreement, are entitled to retroactive application of 'portable' benefits or entitlements as per Article 51- Portability.
3. Affected LPNs previously in the NBA who have retired or terminated employment since April 15, 2013 and have not ported any benefits or entitlements to another Employer under the Collective Agreement may be entitled to further severance monies, 40% sick bank payouts, extra vacation hours credited to 2017, per the Collective Agreement (see #1 (b), above).
4. Any LPNs entitled to the provisions of this agreement shall have the right to file an individual grievance for resolution between the parties should they fail to receive full benefit. Any such grievances must be filed not later than March 31, 2019.
5. The above terms will be applied as remedy to all outstanding grievances on this issue at which point those grievances will be considered fully and finally resolved on a without prejudice and without precedent basis.

## **APPENDIX EE.3 - INTEGRATION OF LPNS INTO THE NBA COLLECTIVE AGREEMENT – JOINT INTERPRETATION**

This MOU is intended to ensure that nurses do not suffer a loss of seniority, and where applicable, service, service related entitlements and other benefits, as provided by the NBA Collective Agreement. The parties agree that this language is intended to reinstate seniority, service and entitlements that were lost by LPNs due to the fact they were working under different collective agreements (FBA and CBA) and had not yet merged into the NBA. This may include:

1. LPNs who were terminated from a casual position under one collective agreement due to the 225 rule but who worked either regular or more than 225 casual hours, with the same employer, under the other collective agreement. (Article 11.04 - Casual Employees)
2. LPNs who were unable to access portability language when they moved between NBA Collective Agreement Employers. (Article 51 – Portability)

The language is applicable only where the loss occurred April 15, 2013 or later. Reinstatement would include all seniority, service and entitlements that were lost.

This language is not intended to enable employees who voluntarily resigned and did not subsequently work for an Employer in the NBA Collective Agreement to regain seniority, service and entitlements.

## **APPENDIX EE.4**

### **MEMORANDUM OF AGREEMENT**

#### **LPN INTEGRATION – LPN – RN/RPN SENIORITY**

During bargaining the parties negotiated the MOA on the Integration of Licensed Practical Nurses (Integration MOA) into the 2014-2019 NBA Collective Agreement. Part 5 of the MOA addressed a number of seniority issues such as seniority consolidation, retroactive seniority and seniority application for an LPN who, subsequent to April 15, 2013 became a Registered Nurse or Registered Psychiatric Nurse (RN/RPN). This MOA is to address the latter issue of an LPN who becomes an RN/RPN.

In addition, the parties have agreed as follows:

1. The seniority list provided as per Article 13.06 - Seniority Lists of the NBA Provincial Collective Agreement will include all employees but the list must be provided in a format that allows the list to be sorted by LPNs and RN/RPNs.
2. For the purposes of seniority related benefits under this Collective Agreement such as first consideration for vacancy postings, displacement and vacation selection, there will be two separate seniority lists for LPNs and RN/RPNs.
3. For clarity, an employee's seniority on one list cannot be used to access a seniority related benefits on the other.
4. The Integration MOA contains the following clause:

"An LPN who becomes an RN/RPN will have her seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013."

This language is to be applied retroactively for any LPN who has become an RN/RPN since April 15, 2013. This shall be finalized and effective as of April 1, 2017. This adjustment will not result in any loss of LPN seniority. An LPN who provides the Employer proof of registration (interim is acceptable) as an RN/RPN shall receive RN/RPN seniority as per this agreement within fourteen (14) calendar days of providing the documentation. This seniority may then be used to obtain regular or casual status as an RN/RPN but does not of itself guarantee that status. Gaining regular or casual status as an RN/RPN must also follow the principles of the LPN Consolidated Certification agreement.

5. Employees may accrue seniority as both an LPN and an RN/RPN. These seniority lists are distinct and will not be combined for any purpose.
6. Seniority on either list shall not be extinguished except as contemplated in the Collective Agreement. An employee who has seniority on both lists, but currently works and accrues seniority on only one list will have their seniority on the inactive list frozen. This frozen list will be reactivated should the employee begin again to work in that classification.
7. Article 51 - Portability applies to all seniority (LPN seniority and RN/RPN seniority).
8. The principles of the LPN consolidated certification agreement will be applied to employees working as both an LPN and an RN/RPN.

Multiple positions greater than 1.0 FTE - employees shall notify their Health Authority/Providence Health Care no later than April 1, 2017 which position they will relinquish to bring their FTE equal to or less than 1.0 FTE. The employee must relinquish the position no later than May 31, 2017. An employee who relinquishes positions prior to May 31, 2017 as above, will subsequently be eligible for overtime as per the terms and conditions of the NBA Collective Agreement.

Each employee shall be restricted to one status: regular full-time, regular part-time or casual. Employees who have regular and casual status at different worksites shall inform their Health Authority/Providence Health Care no later than April 1, 2017 of which status they wish to maintain and which they wish to relinquish. This restriction will become effective May 31, 2017.

9. Employees who are dual registered and working as an LPN and as an RN/RPN will accrue seniority on the respective seniority list for the classification. A regular part-time LPN who also picks up extra shifts as an RN/RPN will have her RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 - Seniority.
10. Employees who are dual registered as an LPN and as an RN/RPN will be paid the rate of the job with the exception of an RN/RPN who does not own a regular LPN position, is not on the casual LPN call list or has their LPN seniority frozen (not actively working as an LPN). These nurses will be paid their current RN/RPN wage rate for work in either classification.

## **APPENDIX EE.5**

### **MEMORANDUM OF AGREEMENT**

#### **COMPENSATION AND CLASSIFICATION – LPN INTEGRATION TO THE NBA**

During bargaining, the parties negotiated the MOA on the Integration of Licensed Practical Nurses (LPNs) into the 2014-2019 NBA Collective Agreement (the “Collective Agreement”). Part 4(e) of the MOA addressed the creation of Job Profiles and Classifications for LPNs in the NBA. Several other issues related to compensation and classifications have been identified since bargaining concluded. The purpose of this Memorandum is to address these LPN comp/class issues. Accordingly, the parties have agreed to the following:

1. Job Profiles: The parties have finalized the job profiles for Nurse Level 1 and Nurse Level 2. These profiles will form part of the joint Classification Manual, which the parties will jointly update.
2. Classification Transition:
  - a. Some LPNs currently own a position that is correctly classified at Nurse Level 1 but they have been compensated at a rate of pay equivalent to supervisor Nurse Level 2, or have been in receipt of a special premium to recognize specialty training or to address other classification restraints that arose when they transitioned to the NBA from the Facilities Bargaining Association or Community Bargaining Association Collective Agreements.
    - i. These employees will be identified and classified as Nurse Level 1 but will be ‘Green Circled’ and maintain their current Level 2 rate of pay/or special premium, and will receive all monetary increases under the current Collective Agreement, unless they voluntarily transfer (post into another position), resign, or retire. This protected wage rate/or special premium will remain in effect until March 31, 2019.
    - ii. Effective April 1, 2019, these employees will have their wage rate ‘Red Circled’.
    - iii. Wage increment progression will continue as per the Collective Agreement.
  - b. Some LPNs are in positions currently classified and compensated at Nurse Level 1 but their job duties indicate they may be more appropriately classified at Nurse Level 2 based on the agreed job profiles.

The Union has filed grievances regarding this issue.

- i. The parties agree to resolve any applicable grievances, in accordance with this MOU.
  - ii. Where the parties determine that an LPN in a Nurse Level 1 position is more appropriately classified as a Nurse Level 2, the wage remedy will be retroactive to October 1, 2016 or the date the grievor started in the position, whichever is later.
  - iii. The Union retains all rights to refer or withdraw grievances which remain unresolved.
3. LPNs became eligible for the qualification differential on May 20, 2016.
  4. This MOU does not reinstate local agreements which expired prior to May 20, 2016.
  5. This MOU does not supersede Article 61 in reference to grand-parented perioperative LPNs.

Except as set out in this MOU, LPNs will not lose wages or special premiums (including the qualification differential) as a result of this transition.

The parties agree to review any disputes arising from this memorandum to resolve the issue in keeping with the spirit of the agreement.

## **APPENDIX EE.6**

### **MEMORANDUM OF AGREEMENT**

#### **APPLICATION OF APPENDIX P TO LICENSED PRACTICAL NURSES**

In accordance with Article 3 of the MOA re Integration of Licensed Practical Nurses’ into the NBA Provincial Collective Agreement, the parties agree that Appendix P – Incentive Payment for Pre- and Post-Retirees, will apply retroactively to LPNs effective the start of the first full pay period in January 2018.

## APPENDIX FF

### LETTER OF AGREEMENT

#### IMPLEMENTATION OF IMPROVEMENTS IN DISPUTE MANAGEMENT; BRITISH COLUMBIA HEALTHCARE OFFICE OF ARBITRATION

The parties agree to establish the British Columbia Healthcare Office of Arbitration ("BCHOA") in order to:

- a. expedite/shorten the length of time to resolve disputes;
- b. provide continuity of contract interpretation;
- c. establish best practices for good labour relations; and
- d. analyze utilization and cost data.

The BCHOA is intended to assist the parties to expedite final resolution of differences that arise between HEABC and its member health employers and the NBA and its constituent unions of the NBA regarding the interpretation, application and administration of the Provincial Collective Agreement ("PCA").

The BCHOA will be established using, but not limited to, the following principles:

#### 1. Jurisdiction

- a. All grievances and disputes between Health Employers Association of British Columbia ("HEABC") and Nurses Bargaining Association ("NBA") will be adjudicated in this BCHOA.
- b. Arbitrators appointed to the BCHOA will have full jurisdiction over all matters relating to the PCA, including disputes related to employer policies, workplace practices, staffing, and all pertinent statutes, i.e., labour codes and human rights legislation.

#### 2. Administration

- a. The administrative responsibilities for providing and administering necessary clerical staff, and other arrangements necessary to enable the arbitrators to exercise their function will be discharged by an Administrative Group comprised of the parties to this agreement ("the AG").
- b. The expenses of operating and administering the BCHOA, including the fees and expenses of the arbitrators and all necessary clerical and technical assistance will be shared equally.
- c. The BCHOA will maintain a complete and accurate record of all disputes and accompanying outcomes.
- d. Guidelines governing the operation of the BCHOA will be established and/or amended as deemed necessary by the AG.
- e. The BCHOA will report the decision in each dispute and the reasons for such decisions to all parties in the dispute.
- f. The BCHOA will maintain a complete and accurate record of all disputes submitted to it, and of all decisions made by an arbitrator or other dispositions respecting them, including the signed originals of all such decisions.

#### 3. Staffing

- a. The AG will be responsible for all BCHOA staffing.
- b. The AG will appoint one (1) First Arbitrator ("FA"), one (1) Second Arbitrator ("SA") and one (1) Registrar of the BCHOA ("Registrar").

#### 4. Arbitrators

- a. The FA will have conduct of all cases referred to the BCHOA for adjudication.
- b. The FA may elect to direct the adjudication of a dispute, in whole or in part, to either the SA or the Registrar.
- c. The FA shall be responsible for ensuring that the SA and Registrar receive appropriate support in discharging adjudicative duties.
- d. The term of an arbitrator's appointment will be three years.
- e. An arbitrator may be replaced at any time by mutual agreement.

#### 5. Registrar

- a. The Registrar will be responsible for the day to day operation of the BCHOA and will report to the AG. In addition, the Registrar will ensure that all policies and procedures of the BCHOA are followed by the parties.
- b. The Registrar may conduct hearings with respect to any procedural or policy issues, in relation to the BCHOA, which the parties have either not complied with or have sought to waive or temporarily amend.
- c. The Registrar will not have the authority to permanently amend any rules/policies/procedures of the BCHOA.
- d. The Registrar will have the appropriate administrative assistance required in carrying out his/her duties.

## 6. Arbitration Process

- a. All disputes referred to the BCHOA must either be fully completed or withdrawn in accordance with the following:
  - i. Disputes shall be adjudicated within three streams, all of which shall be precedent setting (unless mutually agreed otherwise), final and binding upon the parties.
  - ii. **Full Arbitration** (i.e. matters of mutual significance)
    1. The parties to a dispute submitted to the BCHOA may, at full arbitration hearings, be represented by counsel or otherwise as they may respectively elect.
  - iii. **Expedited Arbitration** (Primary vehicle for dispute resolution)
    1. It is expected that disputes submitted by the parties will be presented by employees of HEABC/HA and NBA Unions.
  - iv. **Mediation /Arbitration**
    1. Only available by mutual agreement of the parties. This agreement shall not be unreasonably withheld.
    2. In cases where mediation results in a settlement between the parties, such settlements will be finalized and reported through Consent Awards.
- b. The arbitrator will not decide a dispute without a hearing. An Arbitrator shall have the ability to define the scope and parameters of a hearing consistent with (f) below.
- c. Each party to a dispute shall have the right to examine all witnesses called to give evidence at the hearing.
- d. Any decision of the arbitrator will not in any case amend, add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.
- e. An arbitrator may direct the production of any information which he/or she deems proper and may require that the examination of witnesses be under oath or affirmation.
- f. The arbitrator shall not be bound by the rules of evidence and practice applicable to proceedings before courts of record, but may receive, hear, request and consider any evidence which he/she may consider relevant.

### Additional principles/policies/procedures:

The parties recognize that the establishment of the BCHOA will require the development of policies and procedures which will enable the BCHOA to operate.

HEABC and the NBA will work to develop standardized instruments including, but not limited to, the following:

1. A system for electronic filing and shared tracking of grievances, both filed and as advanced to arbitration;
2. A shared and common grievance numbering system;
3. A shared and common grievance form;
4. Template instruments to be used for discipline investigations that will form part of the particulars used in the event a discipline grievance proceeds to arbitration; and
5. Template instruments for classification disputes.

In addition, the grievance and arbitration procedure set out in Article 9 and 10 of NBA collective agreement will require amendment in order to give effect to the BCHOA. Specifically, the parties agree to replace the current three (3) step grievance procedure outlined in Article 9 of the NBA with a two (2) step process which will include the initial discussion between the potential grievor, with a steward and the manager and one (1) formal meeting between the Employer and the Union.

The parties agree to meet within two (2) months post ratification of the collective agreement to conclude any and all work required to make the BCHOA operational.

### USE OF BCHOA BY NON-SIGNATORIES

HEABC and the NBA agree that other bargaining associations (e.g. Community Subsector Association of Bargaining Agents, Facilities Subsector Association of Unions, and Health Science Professionals Bargaining Association) may join the BCHOA. If a bargaining association wishes to join the BCHOA, that association must do so by making an application directly to the BCHOA.

The AG will be responsible for ensuring that incoming associations can be supported without impacting the rights/priorities of existing BCHOA signatories. This may include changes in relation to number of arbitrators to be appointed; the arbitrator(s)' jurisdiction over which collective agreement(s); cost-sharing arrangements; and other issues.

## APPENDIX GG

### MEMORANDUM OF UNDERSTANDING

#### CONSOLIDATION OF CERTIFICATIONS

This agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified. Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all members of the NBA employed within the Health Authority/Providence Health Care.

The consolidation of seniority lists will be completed nine (9) months following the date of ratification and will be implemented the following pay period (the "implementation date").

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single seniority lists as follows:

**(A) Status**

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.
2. Regular part-time employees may hold positions at up to two worksites provided the employee's multiple positions do not exceed a total of 1.0 FTE. (Subject to B13a below)
3. Employees who have regular and casual status at different worksites, shall inform their Health Authority/Providence Health Care no later than ninety (90) days prior to the implementation date of which status they wish to maintain and which they wish to relinquish.

**(B) Seniority and Benefits**

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.
2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new NBA single seniority list covering all employees under the Collective Agreement for that Health Authority/Providence Health Care on the implementation date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations within the Health Authority/Providence Health Care. "Dovetailing" means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists prior to the implementation date, will receive the total seniority earned at all worksites to a maximum of 1.0 FTE.
4. Employees who have multiple benefit/seniority entitlement dates will retain their most favourable entitlement date on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favourable entitlement on record.
5. Regular employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefit in accordance with the Collective Agreement.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks not to exceed the maximum entitlement(s) in the Collective Agreement.
7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours worked in those regular positions in accordance with the Collective Agreement.
8. Employees with multiple regular positions will contribute to the applicable pension plan in accordance with the Collective Agreement and the rules of the applicable pension plan.
9. Employees required to relinquish position(s) under Clause B13a shall have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation, at the employee's choice, on a one time basis.
10. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants. Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.
11. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The NBA will be provided with this information (60) sixty days prior to implementation.
12. To the extent that a Health Authority/Providence Health Care does not already have a merged seniority list, the following will apply to fully complete the merger:
  - (a) Nine (9) months following the date of implementation, an employee may have multiple positions that total more than 1.0 FTE. No later than nine (9) months following the date of implementation (or another mutually agreed upon date), the employee must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE.
  - (b) The employee will identify the relinquished position to the employer no later than six (6) months after the date of implementation.

- (c) Paid hours for employees working at multiple worksites will not be combined for overtime calculation purposes for nine (9) months following the date of implementation. If a Health Authority/Providence Health Care has a partially merged seniority agreement within a DSLA area, this provision does not apply within that DSLA but does apply within the Health Authority as a whole.
- (d) During the nine (9) month period following implementation, employees who have two or more positions will continue to be paid the rates and increment steps associated with each position. After that period, regardless of whether the employee is required to make a selection under 13(a) or whether they will continue to have multiple positions that do not exceed 1.0 FTE, the following principles will apply in determining the employee's increment step:
  - 1. Employees with multiple positions in the same classification will receive the highest of the applicable increments earned;
  - 2. Employees with multiple positions in different classifications will receive the most favourable increment taking into account their experience and service with the Employer and which is consistent with the collective agreement.

**(C) Vacancy Posting**

- 1. Each Health Authority/Providence Health Care will post vacancies at each work location within the Health Authority/Providence Health Care, in accordance with Article 17, and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 18. Multi-site postings shall specify the home work location for the position.
- 2. Employees are not eligible for relocation expenses where they post or access work across work locations.

**(D) Displacement Options**

Displacement options will be as set out in Article 19.

**(E) Implementation**

- 1. NBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated NBA Certifications.
- 2. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.

**(F) Union Representation**

- 1. Bargaining agent representation will continue to apply following the implementation date.
- 2. Employees transferred/appointed/promoted to a position at a different work location will be represented by the bargaining agent certified to represent the work at that work location.

**(G) Collective Agreement**

- 1. This Agreement shall not be used to interpret any aspect of the Collective Agreement.
- 2. Any memorandum with the Health Authority/Providence Health Care and the NBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement, unless otherwise agreed, by the implementation date.

**(H) Consequential Amendments**

- 1. Consequential amendments will be made to the Collective Agreement as necessary.

**APPENDIX HH**

**MEMORANDUM OF UNDERSTANDING**

**JOB DESCRIPTIONS**

The Health Authorities/Providence Health Care agree that consolidating the number of job descriptions is an important objective and are committed to this process.

Within ninety (90) days of ratification and quarterly thereafter, each Health Authority/Providence Health Care will provide the NBA with the number of job descriptions it has for each existing profile.

Within ninety (90) days of ratification, each Health Authority/Providence Health Care will begin a process of consolidating and reducing its job descriptions. By March 31, 2014, each Health Authority/Providence Health Care will have reduced its total number of job descriptions for registered nurses to no more than sixty (60) per Health Authority/Providence Health Care. Thereafter, the Employer will continue its efforts to reduce job descriptions.

In addition, the Health Authorities/Providence Health Care will commence a process of working together to seek opportunities for common job descriptions across Health Authorities/Providence Health Care.



During the 2016 collective bargaining, the Employer proposed a cancelling of Appendix HH. The Employer reported that some Health Authorities had achieved the goal of sixty (60) job descriptions per Health Authority while other Health Authorities had not. The Employer reported that the number sixty (60) was too low due to organizational structure. The example of this was PHSA.

The Union believes it is important to have a full understanding of job descriptions. The original letter listed above was designed to have a more appropriate number of job descriptions as some Employers had over one thousand (1,000).

The Union and the Employer agree that in the six (6) months following the ratification of the Collective Agreement, the employers and the Union, utilizing the assistance of the Nursing Staffing Secretariat, will deal with this matter and come to a viable conclusion.

## **APPENDIX II**

### **LETTER OF AGREEMENT**

**Between:**

**Health Employers Association of BC ("HEABC")**

**And:**

**Nurses' Bargaining Association ("NBA")**

**And:**

**Ministry of Health ("MOH")**

**(collectively "the Parties")**

### **RE: IMPLEMENTATION OF SAFE STAFFING PROVISIONS OF THE NBA PROVINCIAL COLLECTIVE AGREEMENT ("PCA")**

#### **Background**

1. In 2012 the NBA negotiated a suite of staffing provisions related to providing additional nurses to meet growing demand, baseline nurse staffing and long and short term absence coverage.
2. The MOUs negotiated to accomplish this were:
  - a. additional patient demand;
  - b. regularization of hours;
  - c. acute care/long term care staff replacement;
  - d. acute care/long term care staff replacement- short term absences; and
  - e. community nurses vacation replacement.(collectively, the "Protocol MOUs")
3. Following a significant number of disputes arising from the failure of the Health Authorities/Providence Health Care to implement the Protocol MOUs, the Parties entered into a settlement agreement ("the Protocol Settlement").
4. The Protocol Settlement created an expedited process by which members of the NBA could file Notices of Dispute ("NOD") upon an alleged violation by an employer of the Protocol MOUs.
5. The Parties acknowledge that despite the creation of an expedited process to resolve staffing disputes, the gap between the current operational staffing levels and Health Authority/PHC compliance with the Protocol MOUs remains a significant challenge.
6. In addition the Parties also recognize that the disputes shed light on a range of systemic issues linked to effective health human resource management that were also identified in the MOH policy discussion paper *A Provincial Strategy for Health Human Resources* (2015) including health human resource planning and deployment practices, recruitment and retention practices, training, and the lack of adequate HR IM/IT data systems.
7. The MOH is committed to implementing a provincial Health Human Resource Management framework built on an assessment of capacity and processes with a view to better achieving critical health service delivery objectives for improved health outcomes and, in the process, enhancing the quality of the health care delivery experience for health care providers. MOH believes this is critical to the long term successful implementation of the NBA agreement and that it will require a sustained collaborative focus over a multi-year period.
8. The Parties agree that a number of short and interim term measures are required to reinforce continued commitment to taking effective action to meet the existing collective agreement provisions related to baseline nurse staffing and long and short-term absence coverage while allowing for stability in the system and implementation of a more effective long term policy and action framework as set out in this MOU.

**Therefore the Parties agree as follows:**

**Policy Framework:**

9. The MOH will collaborate with the NBA as it develops the health human resource policy and action framework in 2016-17. Specifically the MOH will, in collaboration with the NBA, facilitate three one-day working sessions in May, September, and December with RN, RPN, and LPN representatives from hospital, facility (including long term care) and community programs to seek input and feedback on the framework. The policy and action framework scope will structure the focus of the working sessions and provide the opportunity for the NBA to seek a broader range of input from their members in advance of the session.
10. The policy and action framework will be comprehensive in scope and will build on three levels: practice, organizational, provincial:
  - a. Practice Level:
    1. Realizing effective health human resource deployment practices focused on staff mix and skill management
    2. Enhancing professional and inter-professional culture and practices
    3. Supporting health provider motivation and engagement
  - b. Organizational Level:
    1. Ensuring baseline staffing levels to provide quality care for patients while optimizing efficiency of health human resources and practices
    2. Implementing effective recruitment, retention, and health human resource management practices to meet baseline staffing needs
    3. Supporting effective transition from education to practice for new graduates
    4. Ensuring effective change management
    5. Ensuring a safe and healthy workplace
    6. Supporting continuous learning and development
  - c. Provincial Level:
    1. Ensuring macro-level health human resource planning, including adequate educational placements and resources, to meet demand
    2. Renewing and strengthening health human resource management information management and employment IT systems
    3. Effective professional regulation and legislation
11. The policy framework will be completed by March 2017. It will incrementally form the basis for clear and specific policy direction from the MOH to Health Authorities/PHC starting 2017.
12. The framework and policy direction will be incrementally fully incorporated into MOH and Health Authority/PHC planning and accountability documents effective 2017/18 fiscal year.

**Nurse Staffing Secretariat Steering Committee ("NSC")**

13. The Parties agree to establish the NSC
14. The NSC will:
  - a. work with Health Authorities/PHC to set annual targets for full compliance with the Protocol MOUs,
  - b. ensure Health Authorities/PHC have time specific strategies and budgets in place to meet compliance targets.
  - c. review, monitor and report to the Ministry and NBA on progress toward compliance targets
  - d. work with Health Authorities/PHC on system-wide or regional/local solutions to address issues related to compliance
  - e. determine which local issues may be referred for consideration by the Staffing Oversight and Arbitration Panel for review and possible adjudication
15. The NSS Steering Committee shall be comprised of :
  - a. one (1) senior representative from MOH (co-chair);
  - b. two (2) senior representatives from an NBA Union (co-chair);
  - c. one (1) senior representative from HA; and
  - d. one (1) senior representative from HEABC.

16. All decisions of the NSC will be made by consensus.
17. The NSC will be responsible for oversight and direction of the Nurse Staffing Secretariat ("NSS").

**Nurse Staffing Secretariat:**

18. HEABC will establish a Nurse Staffing Secretariat ("NSS") under the leadership of the NSC. The NSS will work in collaboration with representatives from MOH, HAs and the NBA to carry out its duties.
19. Between April 1, 2016 and March 31, 2019, any issues related to the Protocol MOUs that cannot be resolved locally by HAs and the NBA may be raised to the NSS for consideration.
20. The NSS shall be responsible for:
  - a. establishing data and reporting requirements for compliance with the Protocol MOUs;
  - b. monitoring and reporting out on compliance with the Protocol MOUs;
  - c. attempting to resolve staffing related issues which may include recommending the implementation of any of the options set out in Appendix "A" ; and
  - d. providing advice to the NSC regarding matters to refer to the Staffing Oversight and Arbitration Panel (as described below) for review and possible adjudication.
21. To assist the NSS undertake its responsibilities the NSS will:
  - a. contract through RFP a third party to develop recommendations for practical common data and information requirements as well as the supporting processes across Health Authorities/PHC in support of NSS activities. Once approved by the NSS these will be applied and adhered to by all parties to this agreement; and
  - b. contract through an RFP to complete a review of each Health Authorities/PHC's Staffing Offices to develop recommendations for practical and effective improvements to practices that would help address nurse staffing and coverage.
22. The NSS shall review and prepare recommendations for the NSC regarding the potential application of the Protocol MOUs to RN/RPNs working in the community. The goal of the recommendations will be to identify where it may be appropriate for RN/RPNs working in the community to be covered by the Protocol MOUs. The review and recommendations shall be linked to the strategic direction of the MOH.
23. The NSS shall review and prepare recommendations for the NSC regarding the application of the Protocol MOUs to LPNs. The goal of the recommendations will be to outline a path to fully integrate LPNs into the Protocol MOUs starting April 1, 2018. The review and recommendations shall be linked to the strategic direction of the MOH.
24. After discussion with the NSS and regardless of any action taken by the NSS, the NBA shall have the ability to refer any disputes regarding the Protocol MOUs to the Staffing Oversight and Arbitration Panel (as described below) for final and binding determination - subject to terms for 2016/17 and 2017/18 set out below.

**Health System Stability for fiscal year 2016/2017**

25. The Parties agree that for the fiscal year 2016/2017 it is anticipated that the HAs will not be in full compliance with the Protocol MOUs, and therefore, it is agreed that \$10,000,000 will be paid to the NBA as damages.
26. Any issues that cannot be resolved locally and which are brought forward by the NBA, in fiscal year 2016/2017, in relation to the Protocol MOUs may be referred to the NSS, and by the NSS to the SOA for disposition. Resolution of these issues will be limited to identifying measures to assist in closing the compliance gap.
27. The NBA agrees not to pursue any additional damages from the health employers in relation to grievances related the Protocol MOUs for the fiscal 2016/2017.
28. NBA members who file a grievance seeking monetary payment in relation to an alleged violation of one or more of the Protocol MOUs may bring forward such claims directly to the NBA grievance assessment committee for resolution. The NBA will determine if individual damages are warranted to the member and may utilize a portion of the \$10,000,000 payment to resolve the members' grievance. The Employer will retain sole responsibility under article 11.04 and the union will continue to have the right to arbitrate as defined in the collective agreement under clause 11.04(E); where an arbitrator shall have the authority to award monetary damages in response to violations of article 11.04 by the Employer.

**Health System Stability for fiscal year 2017/2018**

29. The Parties agree that for the fiscal year 2017/2018 it is anticipated that the HAs will not be in full compliance with the Protocol MOUs, and therefore, it is agreed that \$10,000,000 will be paid to the NBA as damages.
30. The NBA will consider reinvesting \$5,000,000 of the damages payment for nurse education, training, and/ other nursing support.

31. Any issues that cannot be resolved locally and which are brought forward by the NBA, in fiscal year 2017/2018, in relation to the Protocol MOUs may be referred to the NSS, and by the NSS to the SOA for disposition. Resolution of these issues will be limited to measures to assist in closing the compliance gap.
32. The NBA agrees not to pursue any additional damages from the health employers in relation to grievances related the Protocol MOUs for the fiscal 2017/2018.
33. NBA members who file a grievance seeking monetary payment in relation to an alleged violation of one or more of the Protocol MOUs may bring forward such claims directly to the NBA grievance assessment committee for resolution. The NBA will determine if individual damages are warranted to the member and may utilize a portion of the \$10,000,000 payment to resolve the members' grievance. The Employer will retain sole responsibility under article 11.04 and the Union will continue to have the right to arbitrate as defined in the collective agreement under clause 11.04(E); where an arbitrator shall have the authority to award monetary damages in response to violations of article 11.04 by the Employer.

**Health System Stability for fiscal year 2018/2019 and thereafter**

34. The Parties agree to meet before the end of 2017/18 to discuss what would be reasonable compliance at the site level.
35. The Parties agree that the NBA may exercise any rights under the PCA to pursue full compliance with the collective agreement.

**Staffing Oversight and Arbitration Panel**

36. The Parties agree to create a new Staffing Oversight and Arbitration panel ("SOA") that will consist of one (1) Neutral Chair, one (1) NBA appointed representative, and one (1) HEABC appointed representative. The NSS shall determine the process and guidelines to be followed by the SOA.
37. The SOA will provide formal oversight of all disputes arising from the implementation of collective agreement provisions related to maintaining baseline nurse staffing and long and short-term absence coverage, as well as the implementation of any related agreements that may be agreed to by the Parties. SOA will have exclusively authority to adjudicate such disputes.
38. The SOA will determine whether the employer is compliant with the collective agreement provisions as described in paragraph 37 above. If the SOA determines that the employer is not compliant, the SOA:
  - a. Will order the employer to fix the non-compliance within an expressed time period; and
  - b. May recommend that the employer implement one or more options set out in Appendix A, or any other corrective actions within the expressed time period.
39. The Union reserves the right to return to the SOA if the non-compliance has not been remedied. Also, the Union reserves the right to take all other necessary legal action to enforce compliance.
40. In adjudicating any disputes, the SOA may not award monetary damages for issues arising in 2016/17 and 2017/18.
41. With the assistance of the NSS, the SOA will provide quarterly reports to the Deputy Minister of Health, HEABC, the Health Authority/PHC CEOs and the BCNU President regarding the nursing issues that have been referred to it and how they have been dealt with.

## APPENDIX to LOA re Safe Staffing Provisions of the NBA PCA

### Appendix A - Filling of Vacancies

1. Vacation relief for all regular nursing positions

In the 2014 bargaining round it was shown that over 50% of absences are planned vacation. Based upon the high degree of predictability of planned absences the Employer will create regular vacation relief positions which could be unit, facility, or health authority based. The objective is to build sufficient regular vacation relief positions into the system to cover all vacation days taken by regular nurses.

2. Regular float positions

The creation of additional Regular Float Positions which could be unit, program, or regional. The objective is to build sufficient regular float positions into the system to ensure that all short term absences are backfilled as required.

3. Regular availability program

The creation of unit, facility or health authority based Regular positions which are designated to fill short and long-term vacancies. Employees hired under this program would be paid full time at a 1.0 FTE. This program would require employees to commit up to 85% of their availability to the Employer in order to fill vacant positions. The employees would draw a regular salary, inclusive of benefits, regardless of whether they were called in to fill a shift.

4. Baylor staffing model

The Parties will create regularly scheduled positions to address undesirable or difficult to fill vacancies (weekends, nights, etc.). These regular positions will be given full time status but will only be required to work a .75 FTE rotation.

5. Experienced Nurse Resource Team

An Experienced Nurse Resource Team (“ENRT”) would operate at a facility or health authority level. The ENRT would be comprised of nurses paid at the DC2 level 9 rate of pay and would include nurses who have a wide array of experience on multiple units. This would allow the nurses on the ENRT to backfill multiple units and disciplines. Nurses working in the ENRT team would also commit to providing mentorship shifts with less experienced nurses. The rate of pay would serve as a recruitment and retention incentive for nurses to forego a regular unit and work on this type of fluid team.

6. Seasonal Employee Model

The creation of a Seasonal Employee Model (“SEM”) would consist of a nurse working six (6) months in a year while retaining full time status. Commensurate with that status would be the retention of benefits for the full year as well as full pension contribution both in terms of monetary contribution and years of service contribution. This would require that the nurse be paid on an annual schedule while only working at the worksite for six (6) months.

7. Casual availability bonus

The creation of a Casual Availability Bonus (“CAB”) would be given to casual employees who maintained their availability to pick up shifts for 85% of the time that they were offered to pick shifts in accordance with their indicated availability under their letter of appointment or monthly availability schedule per Article 11.04.

## APPENDIX JJ

### MEMORANDUM OF AGREEMENT

Between:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

And:

Ministry of Health ("MOH")

(collectively "the Parties")

#### RE: STRATEGIC AND PROFESSIONAL PARTNERSHIP

##### Public Sector Governance and Accountability

The Ministry of Health and Health Authorities are taking important steps to strengthen governance and accountability in the health system in British Columbia. On a strategic level, this action is informed by the Ministry of Health document *Setting Priorities for the BC Health System*, which sets out government's strategic priorities for the delivery of health care services, including:

- A renewed focus on patient-centered care in health service delivery systems and policy development;
- A focus on health service performance management and accountability through continuous quality improvement; and,
- A cross system focus on a number of key patient populations and service delivery areas those are critical to both quality and sustainability.

*Setting Priorities* also highlights the need to strengthen and clarify relationships, both across the public sector and within the health sector, in order to promote strategic collaboration.

##### Strengthening the Relationship with Nurses

Within this context, the Ministry and Health Authorities are committed to and will be mutually accountable for strengthening and clarifying their relationship with BCNU/NBA at the provincial, regional and local levels. At the provincial level, this will be carried out through constructive engagement and dialogue between senior executives of the Ministry and Health Authorities and the BCNU/NBA, primarily through a number of key individual points of contact as well as the senior decision making committees of the Ministry, Health Authorities and BCNU/NBA. Constructive engagement and dialogue between the Parties is intended to:

- Enable effective alignment of strategic planning on issues significantly affecting nurses and their ability to provide patient-centred care;
- Enable strategic level discussions on major issues/policies affecting the Parties to this agreement;
- Support the development of effective relationships at senior decision making levels; and
- Support the improvement of engagement and consultation and mutual accountability between BCNU/NBA and Health Authorities at Regional and Local levels throughout the province.

The following are the key interactive contacts for the Parties:

##### a) Deputy Minister of Health - President of the BCNU/Chairperson of the NBA

On an annual basis, the Deputy Minister of Health shall hold a meeting with the President of the BCNU and Chairperson of the NBA to share and discuss the Ministry of Health's strategic priorities for the upcoming year and any other provincial level issues affecting nurses.

##### b) Leadership Council - President of the BCNU/Chairperson of the NBA

On a quarterly basis, Leadership Council shall provide the President of the BCNU and the Chairperson of the NBA with the opportunity to meet with the Leadership Council and to submit proposals or issues for consideration that relate to strategic direction and policy where the following criteria are met:

- i. The proposal or issue relates to a significant operational change arising from strategic policy direction as it affects nurse staff, including consideration of best practices for change management; or,
- ii. The proposal or issue arises from research or policy initiatives undertaken by the BCNU/NBA.

##### c) Health Authority CEOs - President of the BCNU /Chairperson of the NBA

On an annual basis, each Health Authority CEO, along with certain members of his or her Senior Executive Team, will hold a meeting with the President of the BCNU and the Chairperson of the NBA as part of the Health Authority's annual strategic planning cycle. This meeting will provide a forum for the Health Authority to seek and for the BCNU/NBA to provide input on any significant proposed operational changes in each Health Authority arising from provincial strategic policy direction as it affects nurses, including consideration of best practices for change management.

## **Requests for Disclosure of Information**

Any requests for disclosure of information related to the aforementioned process for constructive engagement and dialogue shall be reasonable in scope. Any information that is disclosed shall be used solely for the purpose of enhancing constructive engagement and dialogue.

## **Roles and Responsibilities**

Nothing in this Memorandum limits the exclusive legal authority of the Ministry or Health Authorities to make decisions with respect to matters within their purview, nor will the process of constructive engagement and dialogue constrain the Ministry or Health Authorities from implementing change in the organization and delivery of services.

Nothing in this Memorandum limits the rights of the BCNU/NBA as provided for in the Provincial Collective Agreement between the Health Employers Association and the NBA.

## **Separate Agreement**

This Memorandum is a separate and distinct agreement and its construction is not to be influenced or affected by the provisions of the Provincial Collective Agreement between the Health Employers Association of BC and the NBA. The provisions of the NBA collective agreement do not apply to this Memorandum.

## **Resolution of Disagreements**

If any of the Parties has a concern respecting this Memorandum, the President of the BCNU, the Chairperson of the NBA, the President of HEABC, the Deputy Ministry of Health and/or the Health Authority CEOs will meet to attempt to resolve these issues. Failing resolution, there are no further steps under this Memorandum to address such concerns.

## **Bill 29 Meetings**

The regular meetings established under this Memorandum shall replace the regular Bill 29 meetings that are currently required under the NBA Bill 29 Settlement Agreement. As such, regularly scheduled Bill 29 meetings shall no longer take place.

## **Termination**

This Memorandum shall terminate at the end of the term of this agreement or as otherwise agreed by the Parties.

## **APPENDIX JJ.1**

### **MEMORANDUM OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC ("HEABC")**

**And:**

**Nurses' Bargaining Association ("NBA")**

**And:**

**Ministry of Health ("MOH")**

**(collectively "the Parties")**

### **RE: EDUCATION FOR NURSES LINKED TO STRATEGIC PRIORITIES**

The commitments set out below will exist outside the NBA Provincial Collective Agreement and are in support of advancing the Ministry of Health's strategic priorities for the health care system in British Columbia.

The Ministry of Health and Health Authorities will provide funding to the NBA in the amount of \$5 million to be used for education for nurses linked to advancing the strategic agenda in the areas of community care of frail and medically complex seniors, including long-term care and mental health and substance use, as well as for advancement across the career ladder.

The NBA may at its own discretion contribute additional funding to the support these objectives from the Training and Education Fund. HEABC agrees that this letter meets the requirement of the Employer's agreement under the NBA Provincial Collective Agreement Appendix YY.

The NBA will provide the Ministry of Health with a plan for use of the \$5 million and will provide reporting on use of the funds to the Ministry of Health upon request.

## APPENDIX JJ.2

### SPECIALTY EDUCATION

The participants agree to the benefit of continuing to collaborate on specialty education. The parties will model out projected needed specialty nursing FTEs for the term of the agreement. Health Authorities/Ministry of Health will provide funding for specialty education for at least 850 FTEs for fiscal year 2016 - 2017 and then adequate funding for required FTEs for at least two (2) additional years and for the balance of the agreement.

## APPENDIX JJ.3

### MEMORANDUM OF UNDERSTANDING

Between:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

And:

Ministry of Health ("MOH")

(collectively "the Parties")

### RE: NURSING SCOPE OF PRACTICE

#### Background

The scope of practice for Licensed Practical Nurses ("LPN"s), Registered Nurses ("RN"s) and Registered Psychiatric Nurses ("RPN"s) are set out in the Nurses (Licensed Practical), the Nurses (Registered) and Nurse Practitioners and the Nurses (Registered Psychiatric) regulations under the *Health Professions Act* (the "Act"). These scopes of practice are complemented by standards, limits and conditions that are set by the College of Licensed Practical Nurses of BC, the College of Registered Nurses of BC and the College of Registered Psychiatric Nurses of BC, as well as by employer policies and an individual nurse's competence to carry out a particular activity.

The Ministry of Health has recently completed updates to the scope of practice regulations for LPNs, RNs and RPNs under the Act, and is now in a position to work collaboratively with Health Authorities, Colleges and the NBA in consultation with others to ensure these scopes are optimized in practice settings across the continuum of care and in every part of the province.

The Parties recognize that the delivery of care requires well-functioning teams that value the contributions of all members. Research has shown that "Successful high functioning teams [are] fluid, confident, non-hierarchical, patient-focused and include the right nurses in the right job. Team members [have] autonomy over decisions within their scope of practice. They [make] decisions about complex patients through collaboration, negotiation and recognition of each member's expertise." 2014 Bauman et al. 01 (*Reference: High Functioning Nurse Teams: Collaborative Decisions for Quality Patient Care Bauman, et al NSRU - Health Human Resources Series 40 November 2014*) Research will be utilized to ensure that effective teams are supported which enable nurses to utilize their skills and abilities in order to effectively meet the needs of patients/clients/residents.

#### Nursing Policy Secretariat

To that end, the Ministry will be establishing a Nursing Policy Secretariat that as part of its role will:

1. Review current legislation, regulation, other standards, limits and conditions, and other types of practice restrictions to determine where there are opportunities to expand nursing practice to respond to patient and population health needs and the evolution of service design in British Columbia. The review will be completed by December 31, 2016. As part of the review, the Nursing Policy Secretariat will consult with Health Authorities ("HA"s), Colleges, the NBA and other partners. Further review will be undertaken on an annual basis thereafter.
2. Review any conditions set by the Colleges that require education through a named agency or additional education, and support the creation of a standard provincial approach for nurses to meet these conditions such that nurses will not need to retake this education solely because they change employers.
3. Review any other limits or conditions set by the Colleges on an annual basis to determine whether there is an opportunity to advocate for the adjustment or revision of these conditions.
4. Prioritize key opportunities for action based on the above by the Nursing Policy Secretariat in April 2017.



5. Review any concerns related to inconsistencies in permitted scopes of practice for nurses within a HA where:
  - a. The HA has approved a method to allow nurses to satisfy any limits or conditions associated with an activity;
  - b. The HA has allowed nurses to perform this activity in some settings and not others;
  - c. The HA's professional practice office and the BCNU's professional practice department have discussed the variability;
  - d. The rationale provided is not acceptable to the BCNU professional practice department; and
  - e. The BCNU professional practice department refers the matter to the Nursing Policy Secretariat.

#### **Nursing Career Pathways**

1. To reflect a strengthened professional practice commitment, the Parties agree that a robust career pathway for nurses will enhance recruitment and retention and support the delivery of safe patient care. Therefore, the Parties understand that the NBA will use part of their education fund to assist nurses in accessing education related to moving across the career ladder. In particular, the priorities for the BCNU are:
  - a. Increasing LPN scope of practice through advanced competencies;
    - b. Supporting LPN to RN and LPN to RPN education and placement;
    - c. Supporting RN/RPN diploma nurses in achieving their Nursing Baccalaureate degree;
    - d. Increasing RN scope of practice through advanced competencies in areas such as anesthesia assistants, surgical assistants, and discharge authority;
    - e. Increasing RPN scope of practice through advanced competencies; and
    - f. Strengthening LPN, RN and RPN nurse leadership roles and skills across the health system.

#### **Increased Nursing Scope of Practice**

The Parties recognize that the BCNU has tabled three (3) proposals regarding the expansion of LPN, RN and RPN nursing scope of practice. The Parties further recognize that an expanded scope of practice for all nurses is essential to meet increased patient acuity as well as to provide further career development.

In recognition of this, the Parties in the future will consider the proposals tabled by the BCNU, attached as Appendices A, B and C to this Memorandum of Understanding.

### **APPENDIX A RN SCOPE OF PRACTICE**

The parties recognize that utilizing RNs consistently to their full scope of practice as well expanding RN roles and services will result in more effective delivery of patient care and a significant cost-savings to the Employer.

Therefore, the Parties agree to the following:

- (a) The Employer will standardize RN services to include prescribing, suturing, ordering routine lab work and diagnostics and discharging. Standardization shall be completed no later than six (6) months following ratification of this agreement.
- (b) Each Employer will also conduct a comprehensive review with the Union and the Professional Practice Office of current RN utilization in each worksite.

The purpose of this review is to expand the utilization of RNs in the health sector. This review shall include, but shall not be limited to, incorporating: RN First Assist, RN First Call, Integrated Primary Care Nursing and RN Anesthetists.

The review at each Employer shall commence no later than six (6) months following ratification and shall conclude no later than eighteen (18) months following ratification of this agreement. At the conclusion of the review each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The Parties agreed that this Appendix A will not be utilized in any arbitration or legal proceeding.

### **APPENDIX B RPN SCOPE OF PRACTICE**

The Parties recognize that patient comorbidities have evolved and continue to evolve to include mental health disorders. As such, utilizing RPNs consistently to work to their full scope of practice is beneficial to both the health sector and to nurses.

To this end, allowing RPNs access to entry level medical positions is both consistent within their current scope of practice and necessary for the care of the current patient population.

Therefore, the Parties agree to the following:

- (a) RPNs will have access to entry level medical positions. In addition, RPNs will have access to positions on all wards, units or programs where mental health disorders are a significant concern. This includes, but is not limited to, emergency units, community programs, pediatrics and long-term care facilities.
- (b) Each Employer will conduct a comprehensive review with the Union and the Professional Practice Office of current RPN utilization in each worksite.

The purpose of this review is to ensure that RPNs will be used consistently within each Employer. This review shall commence no later than six (6) months following ratification and shall conclude no later than eighteen (18) months following ratification of this agreement.

At the conclusion of the review, each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The Parties agreed that this Appendix B will not be utilized in any arbitration or legal proceeding.

### **APPENDIX C**

#### **LPN SCOPE OF PRACTICE**

The Parties recognize that LPNs working across different employers, units, worksites, programs and facilities have an unequal application of their provincial scope of practice. In order to implement consistency in provincial LPN scope of practice as well as generate cost-savings to the Employer, it is necessary to harmonize provincial LPN scope of practice across the health sector.

The Parties further recognize that the necessary support and appropriate education must be in place to enable LPNs to consistently practice to their full provincial scope of practice across the health sector.

Therefore, the Parties agree to the following:

- Each Employer will ensure that LPNs are working consistently to their full provincial scope of practice. To that end, each Employer will conduct a comprehensive review with the Union and the Professional Practice Office of current LPN utilization in each worksite.
- Where the review identifies areas where LPNs are not working consistently to their full provincial scope of practice, the Employer shall implement the necessary changes to allow this to occur.
- The review shall include, but shall not be limited to, utilization of LPNs to do immunizations, IV therapy (including IV medications), advanced wound care and working in community settings (including palliative care).
- This review at each Employer shall commence no later than six (6) months following ratification and shall conclude no later than eighteen (18) months following the ratification of this agreement.
- At the conclusion of the review, each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The Parties agreed that this Appendix C will not be utilized in any arbitration or legal proceeding.

**APPENDIX JJ.4**

**MEMORANDUM OF AGREEMENT**

**Between:**

**Health Employers Association of BC ("HEABC")**

**And:**

**Nurses' Bargaining Association ("NBA")**

**And:**

**Ministry of Health ("MOH")**

**(collectively "the Parties")**

**RE: RURAL AND REMOTE NURSING**

**Whereas:**

The Parties have a shared interest in pursuing solutions to nurse recruitment and retention issues presently faced by health employers operating in rural and remote communities.

**Therefore, the NBA and MOH agree that:**

1. The Parties will conduct a joint review of Rural/Remote nursing issues.
2. The purpose of this review will be to identify immediate and pressing nurse recruitment and retention issues.
3. The review will be conducted in each of the following health authorities and shall be conducted by one (1) employee of the health authority and one (1) representative from the NBA:
  - a. Northern Health;
  - b. Interior Health;
  - c. Island Health; and
  - d. Vancouver Coastal Health.
4. The review will commence no later than three (3) months following ratification of the PCA and be completed no later than six (6) months following ratification of the PCA.
5. Upon completion of the review the Parties will submit joint recommendations, on solutions to issues identified by the review, to MOH for approval. Once approved the recommendations shall be implemented.
6. Where health authority and NBA's appointees conducting the joint review cannot reach agreement regarding whether a particular measure should, or should not, be recommended, either party may send unilateral recommendations to the NPS which will determine whether implementation is appropriate.
7. The Ministry of Health will allocate \$2,000,000 to implement approved recommendations.

## **APPENDIX KK**

### **MEMORANDUM OF AGREEMENT**

#### **TRANSITION TO THE 37.5 HOUR WORK WEEK**

During collective bargaining the parties agreed to a 37.5 hour work week as part of a number of initiatives put in place to address the issues of workload and job security for nurses.

The Employer agrees that this will not result in any layoffs of nurses and will be done in a manner that minimizes the impact of these changes on individual nurses' employment and security.

It is recognized that in many areas it will be necessary to revise the master rotations in order to implement the 37.5 hour work week. The parties commit to work together to ensure a smooth transition as a result of changes to rotations due to the increased hours of work.

In order to minimize impact of the transition to the 37.5 hour work week on units/wards/programs, the Employer agrees to consider the following:

- a) Regularization of casual and overtime hours (part-time or full-time basis) including creating built in vacation relief or float positions.
- b) Use of current vacancies to maintain current part-time employee's hours of work.
- c) Offer job shares as per Appendix AA.
- d) Other options as mutually agreed between the Union and the Employer.

The Employer and the Union agree to develop a process to expedite the building of the rotations and/or schedules.

## **APPENDIX LL**

### **BASELINE STAFFING INFORMATION**

The Employer will provide the union with copies of the baseline staffing levels, the regular FTEs and total casual hours for all units/wards/programs by March 31, 2013. This data shall also be provided on an annual basis thereafter.

If the Union has questions or concerns regarding the baseline staffing levels, the appropriate senior staff from the Employer will meet with the appropriate senior officers of the Union to discuss the issues.

## **APPENDIX MM**

### **MEMORANDUM OF UNDERSTANDING**

#### **MAINTENANCE OF STRAIGHT TIME PAID HOURS OF NURSES**

HEABC will provide the NBA with the total number of straight-time paid hours, of the nurses in the health sector for the calendar year 2016, 2017, 2018 and 2019. This information will be provided to the NBA for each calendar year by July of the following year.

For the term of the Collective Agreement, the total number of straight-time paid hours of nurses in the health sector will be no less than the total number of straight-time paid hours of nurses in 2016.

HEABC will also provide the NBA with the number of FTEs broken down by full-time, part-time and casual, and the number of overtime hours, of nurses in the health sector for the calendar year 2016, 2017, 2018, and 2019.

## **APPENDIX NN**

### **MEMORANDUM OF AGREEMENT**

#### **ADDITIONAL NURSE FTES**

The Employer was obligated to increase nursing hours from the December 31, 2012 hours by at least 4,159,687.5 straight time paid hours (2125 FTE) by March 31, 2016. These increases would have been distributed relatively evenly over this period, although the increases in the first year may be less. A strong majority of these FTEs would have been regular positions.

Although the parties have disagreement on exactly how the number of total hours would be counted, the parties have agreed that they will negotiate a settlement to resolve this issue, or arbitrate the issue. The resolution of the issue shall establish the base for the calculation of the total number of straight time paid hours for nurses in the next three fiscal years (2016, 2017, 2018, ending in March 31, 2019).

The new nurse FTEs will be in Surgical Service, In Hospital Medical, Residential, Long Term Care, Hospital Services, ICU Services, Home Care Nursing, Emergency Medicine, Obstetrics, Hospitalization, Mental Health and Addiction, among other areas.

## **APPENDIX OO**

### **MEMORANDUM OF UNDERSTANDING**

#### **ACUTE CARE / LONG TERM CARE STAFF REPLACEMENT – LONG TERM ABSENCES**

Employees on vacation will be replaced except where the service levels are reduced (e.g. clinic closure, operating room closure, operating room slow down). The Employer will make all reasonable efforts to replace vacation leaves using regular relief/float positions, where possible.

Employees on long-term leaves, (e.g. maternity leave, LTD) will be replaced. The Employer will make all reasonable efforts to replace these long-term leaves using regular relief/float positions or temporary postings.

## **APPENDIX OO.1**

### **ACUTE CARE/LONG TERM CARE STAFF REPLACEMENT – LONG TERM ABSENCES – VACATION RELIEF FTE**

Through the Protocol Settlement Agreement (“PSA”) dated April 1, 2015, the parties agreed on a minimum vacation relief FTE formula (the “Formula”). As per the PSA, the Employer was to complete all required analysis and approval processes to implement regular vacation relief positions at a unit or program level where there are ten (10) or more baseline FTEs in the same job and required competencies and to commence implementation January 2016.

The parties agree that the Formula will form part of this Collective Agreement.

## **APPENDIX PP**

### **MEMORANDUM OF UNDERSTANDING**

#### **ACUTE CARE/LONG TERM CARE STAFF REPLACEMENT – SHORT TERM ABSENCES**

##### **Acute/Long Term Care Facilities with 20 or more beds**

Where there are vacancies due to short-term absences in acute/long-term care facilities of twenty (20) beds or more, the Employer will replace those vacancies.

On some occasions a nurse on a short-term absence may not be replaced if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

“Patient care needs” includes, but is not limited to an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

The Employer will replace absences using the following:

- a) Casuals
- b) Regular part time
- c) Float pools
- d) Redeployment of other nurses if circumstances permit
- e) Regular full-time

##### **Acute/Long Term Care Facilities with less than 20 beds**

Where there are vacancies due to short term absences in acute/long term care facilities of less than twenty (20) beds, the Employer will make all reasonable efforts to replace those vacancies.

On some occasions the Employer may not be required to make all reasonable efforts to replace those vacancies if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

“Patient care needs” includes, but is not limited to an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

The Employer will make all reasonable efforts to replace absences using the following:

- a) Casuals
- b) Regular part-time
- c) Float pools
- d) Redeployment of other nurses if circumstances permit
- e) Regular full-time

## **APPENDIX QQ**

### **ADDITIONAL PATIENT DEMAND**

The parties agree that in instances where patient demand exceeds the normal capacity of a facility or a unit within a facility, the Employer will call in additional nurses as necessary to meet patient care needs. Patient care needs will be determined jointly by the manager and nurse in charge of the unit in question.

“Patient care needs” includes, but is not limited to, an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

Additional nurses will be called in using the following:

- (a) Casuals
- (b) Regular part-time
- (c) Float pools
- (d) Redeployment of other nurses if circumstances permit
- (e) Regular full-time

If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the nurse who has been designated in charge shall have the authority to call in additional staff pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

### **APPENDIX QQ - ADDITIONAL PATIENT LOAD - JOINT INTERPRETATION**

This language, which was previously contained in Article 59 - Professional Responsibility, has been moved unaltered to Appendix QQ.

There should be no change to the interpretation of this language given the unaltered move to Appendix QQ.

## **APPENDIX RR**

### **MEMORANDUM OF UNDERSTANDING**

#### **IN-CHARGE NURSES**

The parties agree that it is desirable to develop provincial educational standards for in-charge nurses in order for them to provide consistent, supported front-line leadership at the worksite. Such educational standards would include but not be limited to:

- Facilitating the effective utilization of staff;
- Monitoring overall patient care needs;
- Assessing whether circumstances require calling in staff;
- Providing leadership on the unit and utilizing available resources for support.

To that end, the parties agree to jointly develop program(s) to implement such educational standards at the local level. This will begin within ninety (90) days of ratification of the Collective Agreement and the program will be ready for rollout within twelve (12) months thereafter.

With respect to program development, each party will be responsible for paying their own costs related to this endeavour.

## **APPENDIX SS**

### **MEMORANDUM OF UNDERSTANDING**

#### **COMMUNITY – REPLACEMENT OF ABSENCES**

Effective January 1, 2013, community nurses will be replaced for at least two (2) weeks of vacation each year except where service levels are reduced. Effective April 1, 2017, community nurses will be replaced for at least three (3) weeks of vacation each year except where service levels are reduced. The Employer will make all reasonable efforts to replace those vacation leaves using regular relief/float positions.

In recognition of meeting the objectives contained in “Setting Priorities for the B.C. Health System”, the parties agree to review the vacation provisions for Community Nurses in 2018.

## **APPENDIX TT**

### **MEMORANDUM OF UNDERSTANDING**

#### **REGULARIZATION OF HOURS**

The parties agree that overtime hours, hours worked by casual employees, hours worked by part-time employees above their normal FTE, and hours worked by agency nurses will be jointly reviewed every six (6) months and wherever possible, where the hours are consistent and recurring, will be converted into, or added to, regular positions.

## **APPENDIX UU**

### **MEMORANDUM OF AGREEMENT**

#### **NURSE RELATIONS COMMITTEE**

HEABC and the NBA have a shared commitment to working collaboratively to address nurse staffing issues. In order to advance this commitment, the parties have agreed to establish a Nurse Relations Committee ("NRC") at each Health Authority/Providence Health Care as follows:

1. Each NRC will be composed of eight (8) members who have decision making authority for their respective organizations, four (4) appointed by the Employer, one of which will be the Vice-President responsible for Labour Relations and Human Resources, or a member of the Senior Executive Team responsible for Operations (COO or equivalent), and four (4) appointed by the NBA. Each NRC may determine to include other representatives to assist or provide expertise as mutually agreed to by the members.
2. The purpose of the NRCs shall be to develop collaborative approaches to issues related to staff replacement, relief not found, regularization of nursing hours, nurse workload, on-call challenges, agency nurse usage, and baseline staffing concerns that may arise under the HEABC-NBA Provincial Collective Agreement, including, but not limited to, the following provisions:
  1. Article 59 - Professional Responsibility Clause (only where the issue submitted under Article 59 focuses on a staffing issue);
  2. Appendix OO - Memorandum of Understanding re: Acute/Long-Term Care Staff Replacement - Long-Term Absences
  3. Appendix PP - Memorandum of Understanding re: Acute/Long-Term Care Staff Replacement - Short-Term Absences
  4. Appendix QQ - Memorandum of Understanding re: Additional Patient Demand
  5. Appendix SS - Memorandum of Understanding re: Community Replacement of Absences
  6. Appendix TT - Memorandum of Understanding re: Regularization of Hours
3. The NRCs shall not engage in discussions regarding general labour relations issues, occupational health & safety issues or professional practice issues related to quality, which shall be raised and addressed through the appropriate collective agreement process.
4. Each NRC will meet within thirty (30) days of ratification and on a bi-weekly basis thereafter or as mutually agreed to by the members, on dates determined by the members.
5. Any nurse staffing-related data that the Employer is required to provide to the Union under the collective agreement or related local agreements shall be made available to each NRC. Further, it is recognized that the Nurse Staffing Secretariat ("NSS") will be developing, in consultation with a third-party, a standardized data-tracking and disclosure process for the intended purpose of consistent and efficient reporting.
6. An agenda for each NRC meeting shall be determined and circulated in advance of each meeting by the NRC members. Discussions, recommendations and decisions of each NRC will be recorded in formal Committee minutes.
7. Each NRC shall report monthly to the NSS on compliance and challenges regarding issues outlined in paragraph 2.

8. Either party may refer any staffing disputes to the NSS. In circumstances where the NSS reaches a consensus decision with regards to any referred dispute, the NRC will abide by and implement all such decisions.
9. The establishment of NRCs at each Health Authority/Providence Health Care shall result in the replacement of the following current local level Committees:
  - Nursing Health Authority Committees (N/HACs);
  - Regional Union Management Forum meetings;
  - Regional Nursing Workload Committees; and
  - Strategic Workload Analysis Team (SWAT).
10. The NRC will be reviewed after one (1) year to determine its effectiveness.

This Memorandum of Agreement shall expire on March 30, 2019 unless HEABC and the NBA expressly agree otherwise.

**APPENDIX VV**

**MEMORANDUM OF UNDERSTANDING**

**PENSION ENHANCEMENT PROGRAM**

Effective July 1, 2013 existing employees may, on an irrevocable basis, elect to exchange vacation entitlements for a compensation increase based on the following table:

Years of Continuous Service	Day Exchanged	Pension Enhancement Allowance per month	Pension Enhancement Allowance per year
0-19	5	\$80	\$960
20	6	\$96	\$1,152
21	7	\$112	\$1,344
22	8	\$128	\$1,536
23	9	\$144	\$1,728
24	10	\$160	\$1,920
25	11	\$176	\$2,112
26	12	\$192	\$2,304
27	13	\$208	\$2,496
28	14	\$224	\$2,688
29 and up	15	\$240	\$2,880

**APPENDIX WW**

**MEMORANDUM OF AGREEMENT**

**NEW NURSE ASSISTANCE FUND**

Whereas, the parties have a common interest in ensuring individuals who are educated to be nurses are able to successfully practice in British Columbia; and

Whereas the parties are committed to working in a proactive way to assist nurses to establish themselves successfully in their work environments;

Therefore, the parties agree as follows:

Effective April 1, 2012, five hundred thousand (\$500,000) per year will be paid to the NBA from the ongoing 2010 - 2012 Total Compensation Residual monies to be used to provide programs and support, at both the pre-and post-licensing stage, that can be shown to assist nurses in becoming qualified to practice in British Columbia.



The fund is intended to assist any nurse, including internationally educated nurses, who requires assistance in preparing for or completing their regulatory requirements and providing support for these nurses to be successful in the workplace.

The NBA will administer the New Nurse Assistance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

## **APPENDIX XX**

### **MEMORANDUM OF UNDERSTANDING**

#### **PREVENTION AND ASSISTANCE FUND**

Effective April 1, 2012, one million dollars (\$1,000,000) per fiscal year will be allocated to the Prevention and Assistance Fund from the ongoing 2010-2012 Total Compensation Residual monies.

The Prevention and Assistance Fund will be used to assist employees where the assistance can be shown to prevent the employee from being off work or result in the employee being able to return to work earlier.

The NBA will administer the Prevention and Assistance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

The annual report will be provided within sixty (60) days following the fiscal year end.

The NBA may redirect all or a portion of the one million dollars (\$1,000,000) residual monies allocation by mutual agreement with HEABC and such agreement will not be unreasonably withheld.

## **APPENDIX YY**

### **MEMORANDUM OF AGREEMENT**

#### **TRAINING / EDUCATION PARTNERSHIP FUND**

Effective April 1, 2012, nine hundred thousand dollars (\$900,000) per fiscal year will be allocated to the Training/Education Partnership Fund ("Fund") from the ongoing 2010-2012 Total Compensation Residual monies.

The parties agree that the Retraining/Education Fund Committee that was established in 2010 will be renamed the Training/Education Fund Committee ("Committee") and will continue to jointly administer the Fund and maintain mutually agreeable terms of reference, policies and criteria for eligibility, including an agreed upon process for approval.

Training/Education proposals may be initiated by the Health Authorities or by individual nurses.

The Fund will be used as follows:

- as a priority, to minimize job loss or disruption caused by displacements
- to support training, retraining, skills upgrading and determining educational needs of nurses who are transitioning into new roles or positions, and in particular, difficult to fill positions including those in specialty areas
- for any other training, retraining, or educational needs or opportunities as mutually agreed to by the parties

Proposals will be reviewed by the Committee, and approved proposals may be funded up to 50 percent from the Fund (subject to maximums and to the requirement for matching contributions from the Employer).

The Committee will endeavour to use the whole of the Fund within each fiscal year. By mutual agreement, any remaining funds may be redirected and such mutual agreement will not be unreasonably withheld.

**APPENDIX ZZ**

**LETTER OF AGREEMENT**

**SHIFT SCHEDULING**

During 2012 collective bargaining, the Union identified concerns regarding a number of work schedules which include:

- multiple start times within a block of work.
- multiple different shift lengths.

The parties therefore agree to work together, commencing within sixty (60) days of ratification of the 2012 Collective Agreement, to develop mutually agreed rotational changes that balance operational and patient care needs with the quality of work life for the nurses.

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