

THIS AGREEMENT made as of the 10th day of March, 2009.

BETWEEN:

THE MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

(the "Health Authorities")

AND:

**HEALTH EMPLOYERS ASSOCIATION OF
BRITISH COLUMBIA**

(the "HEABC")

AND:

NURSES' BARGAINING ASSOCIATION

(the "NBA")

WHEREAS:

A. The NBA and HEABC are parties to a Collective Agreement for the term expiring on March 31st, 2010 (the "Collective Agreement");

B. The B. C. Nurses' Union approached the Government to propose that the Collective Agreement be extended in order to assist in stabilizing healthcare for

patients and nurses. The Government authorized the Ministry to meet with the NBA on the basis that it was prepared to discuss an extension to the Collective Agreement by considering labour market adjustments. During the subsequent discussions, it was recognized that labour market adjustments should be made despite the fact that general wage increases could not be made at this time.

C. It was also recognized in the discussions that a healthy and safe workplace and quality of worklife are integral elements for both recruiting and retaining nurses and enhancing patient care.

D. The parties have agreed that they should adopt a collaborative approach to resolving a number of issues which are outstanding between the parties. This collaborative approach will involve the parties participating in the work of a Joint Quality Worklife Committee as well as working groups created and managed by that Committee in order to implement cost-effective and sustainable system-wide improvements and constructive change across the health care system and to improve the quality of worklife for nursing professionals.

E. In the course of these discussions, the NBA and HEABC have agreed to an extension to the Collective Agreement.

F. As a consequence of all of the foregoing, the parties have agreed to enter into this Agreement.

NOW THEREFORE IT IS AGREED:

1 GENERAL

1.1 It is agreed that the specific parties to each Letter of Agreement described below are the parties who are bound to carry out the terms of such agreements.

2 LABOUR MARKET ADJUSTMENTS

2.1 The Ministry and the Health Authorities agree to provide the following funding under this Agreement for the purpose of addressing labour market adjustments.

2.1.1. For the period April 1, 2010 to and until March 31, 2011, the sum of three percent calculated as of March 31, 2010.

2.1.2. For the period April 1, 2011 to March 31, 2012, the sum of three percent calculated as of March 31, 2011.

2.2 The parties agree that the funds provided to make labour market adjustments will be allocated for the following purposes:

- (i) increases in rates of pay based on the objective to retain competitiveness with appropriate interprovincial comparisons;
- (ii) changes to specific health and welfare benefits as a retention factor; or
- (iii) other changes to assist in achieving improvement in recruitment and retention as agreed by the parties.

3 JOINT QUALITY WORKLIFE COMMITTEE

3.1 The parties have agreed to establish a Joint Quality Worklife Committee (the "JQWC") in accordance with the terms of the Letter of Agreement attached to this Agreement as Attachment "A". To guide the work of the Committee on the issue of workload, violence prevention and occupational health and safety, the parties have agreed to a Letter of Agreement which is attached to this Agreement as Attachment "B".

4 ENHANCED DISABILITY MANAGEMENT

- 4.1 The parties have agreed to establish an Enhanced Disability Management Program in accordance with the terms of the Letter of Agreement attached to this Agreement as Attachment "C".

5 SHORT TERM ILLNESS AND INJURY

- 5.1 The parties have agreed to enter into a Letter of Agreement with respect to a review of short term illness and injury issues. The Letter of Agreement is attached as Attachment "D" to this Agreement.

6 HEALTH AND WELFARE BENEFIT REVIEW

- 6.1 The parties have agreed to enter into a Letter of Agreement with respect to a review of the health and welfare benefits. The Letter of Agreement is attached as Attachment "E" to this Agreement.

7 AGENCY NURSES AND VACANCY AND POSTING REVIEW

- 7.1 The parties have agreed to enter into Letters of Agreement with respect to a review of the role of Agency nurses, as well as vacancy and posting issues. The Letters of Agreement are attached as Attachment "F" and Attachment "G" to this Agreement.

8 SUPERVISORY POSITIONS

- 8.1 The parties have agreed to enter into a Letter of Agreement with respect to a review of the role of Level 2, Level 3 and Level 4 nurses. The Letter of Agreement is attached as Attachment "H" to this Agreement.

9 COORDINATION OF WORKING GROUPS

- 9.1 In addition to its duties established for the Joint Quality Worklife Committee under the Agreement attached as Attachment "A", the Joint Quality Worklife Committee shall also have the responsibility to monitor and manage the work of the ad hoc working groups created by it.

10 TERM

- 10.1 This Agreement will be in effect to and until March 31, 2012.
- 10.2 The NBA and HEABC agree to extend the Collective Agreement to and until March 31, 2012, (the "Renewed Term").

11 THE RENEWED COLLECTIVE AGREEMENT

- 11.1 The Terms of the Collective Agreement shall continue in effect during the Renewed Term as modified by Attachment "I" and Attachment "J" of this Agreement (the "Renewed Collective Agreement"). The effective date of changes to the Collective Agreement will be as specified in the Agreement or thirty (30) days following the date of the ratification.

12 RATIFICATION

- 12.1 It is understood that this Agreement will not be binding on the parties until the applicable agreement or attachments are ratified by the Ministry, the Health Authorities, HEABC and the NBA, which ratification must be completed by April 8, 2009.

SIGNED this _____ day of March, 2009.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
PROVINCIAL HEALTH SERVICES
AUTHORITY

SIGNED on behalf of
VANCOUVER COASTAL HEALTH
AUTHORITY

SIGNED on behalf of
VANCOUVER ISLAND HEALTH
AUTHORITY

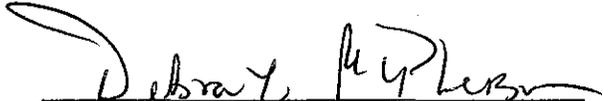
SIGNED on behalf of
MINISTRY OF HEALTH SERVICES



SIGNED on behalf of
HEALTH EMPLOYERS ASSOCIATION
OF BRITISH COLUMBIA



SIGNED on behalf of
NURSES' BARGAINING
ASSOCIATION


Debra McPherson, President, BCNU


Christine Sorensen, BCNU

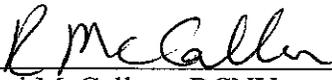

Deb Ducharme, BCNU


Lisa Rivington, BCNU

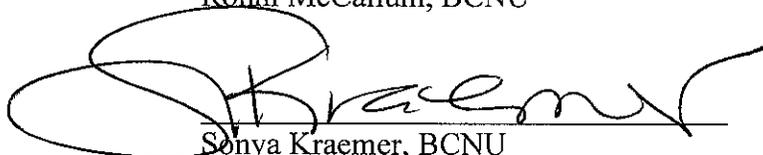

Liz Ilczaszyn, BCNU



Lorne Burkart, BCNU



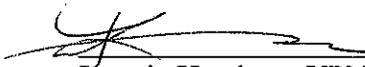
Ronni McCallum, BCNU



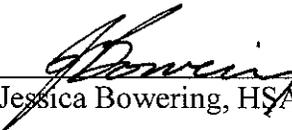
Sonya Kraemer, BCNU



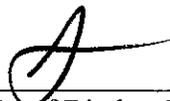
Sherry Moller, UPN



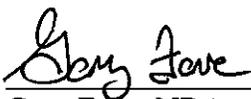
Lonnie Harrison, UPN



Jessica Bowering, HSA



Josef Rieder, HSA



Gary Fane, NBA

Attachment "A"

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT made as of the _____ day of March, 2009.

BETWEEN:

MINISTRY OF HEALTH SERVICES

("the Ministry")

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

("the Health Authorities")

AND:

B. C. NURSES' UNION and the NURSES' BARGAINING ASSOCIATION

("the BCNU")

**THE HEALTHY WORKPLACE AS A FRAMEWORK FOR AN
INTEREST BASED COLLABORATIVE APPROACH TO
WORKING TOGETHER IN THE INTEREST OF PATIENTS**

The parties recognize that focusing on how to educate, recruit, retain, develop and support nurses is critical to providing high quality health services to British Columbians now and in the future. The parties also recognize that a healthy and safe workplace and quality of work life are integral elements with respect to recruitment and retention of nurses, and therefore, optimal patient care.

Accordingly, it is agreed that the parties collaborate in developing and implementing a healthy work place/quality of work life agenda over the next three years with the potential to continue this approach on a long term basis. This agenda will be informed by the *Healthy Workplace Action Strategy*.¹

For the purpose of undertaking this work, it is agreed that the parties will form a Joint Quality Worklife Committee. (the “Committee”). The Committee will review and use the *Healthy Worklife Action Strategy* document to inform the development of an agenda that will be prioritized and sequenced in terms of key areas identified by agreement of the parties, with a view to implementing cost-effective and sustainable system-wide improvements and constructive change across the health care system to improve quality of worklife for nursing professionals.

1. PURPOSE AND PRINCIPLES

The parties agree to establish the Committee as a strategic level partnership committee between BCNU and the Nurses Bargaining Association, the Health Authorities and the Ministry that focuses on developing a healthy workplace framework and initiatives for the purpose of ensuring a high-quality and sustainable publicly-funded health care system for the citizens of B. C. In addition, the parties agree to the following principles:

- i. Recognition and respect for responsibilities and accountabilities of each party within the health system.
- ii. Interest-based discussion in a transparent and constructive manner, supported by relevant data and budget information sharing.

¹ Supported by:

Canadian Council on Health Services Accreditation (CCHSA)
 Academy of Canadian Executive Nurses (ACEN)
 Association of Canadian Academic Healthcare Organizations (ACAHO)
 Canadian College of Health Service Executives (CCHSE)
 Canadian Federation of Nurses Unions (CFNU)
 Canadian Healthcare Association (CHA)
 Canadian Health Services Research Foundation (CHSRF)
 Canadian Medical Association (CMA)
 Canadian Nurses Association (CNA)
 National Quality Institute (NQI)

- iii. The Ministry and the Health Authorities' strategic initiatives and the initiatives developed by the Committee will be aligned in order to reduce duplication and optimize use of scarce resources.
- iv. Development of effective relationships among the parties in order to better manage change and its effect on nurses;
- v. Promotion of continuous quality improvement informed by evidence and best practice.

2. FUNCTIONS

The Committee will have the responsibility:

- i. To develop an agenda that is prioritized and sequenced and aligned with the annual planning cycles of the parties.
- ii. To oversee and direct applicable initiatives (through ad hoc working groups and other mechanisms to be appointed as needed) and review recommendations for policy direction, system level implementation, and necessary evaluation.
- iii. To identify system-wide cost implications of the agreed initiatives and to make recommendations to the appropriate parties regarding resource allocation and potential cost savings.
- iv. To establish, as required, ad hoc working groups² which will have clear terms of reference, specific work plans with timelines and clear reporting relationships.
- v. To identify key performance indicators to measure the Committee's success.
- vi. To provide regular progress reports to Government, the Leadership Council and the BCNU Council.
- vii. To explore a process of effective engagement and communication at the Health Authority level.
- viii. To make recommendations for changes to the Collective Agreement to the appropriate bargaining agents.

² It is recognized that there are a number of initiatives currently underway and the Committee within 30 working days will identify the working groups necessary to ensure the continuation of the initiatives, (in particular, responsive shift scheduling, regional nursing workload committees and the front line leadership initiative) and any new initiatives identified.

- ix. To ensure effective communications between the parties on various issues.
- x. To determine appropriate linkages with WorkSafe B.C. and Occupational Health and Safety Agency for Healthcare (OHSAH) and/or other relevant stakeholders.

3. MEMBERSHIP IN THE COMMITTEE

The Committee will be composed of ten members including:

- Two representatives appointed by the Government, including:
 - the Chief Administrative Officer of the Ministry; and
 - the Assistant Deputy Minister for Health Human Resources in the Ministry.
- Three senior representatives from the health authorities including two Chief Executive Officers and one Chief Nursing Officer; and
- Five representatives appointed by the BCNU on behalf of the Nurses Bargaining Association, including the President of the BCNU.

4. CHAIR(S) OF THE COMMITTEE

The Committee will be Co-Chaired by a representative on the Committee representing the Ministry/Health Authorities and the BCNU. The Agenda will be established by the Co-Chairs. The Chair will alternate for successive meetings.

5. COMMITTEE SUPPORT

Committee support will be provided by the Ministry with the support of the Health Employers Association of British Columbia (HEABC) and by the BCNU.

6. PARTICIPATION COSTS IN THE COMMITTEE

The costs for participation of members are to be paid by each of the respective parties.

7. COMMENCEMENT AND DURATION

The Committee will commence its work within one month of ratification of this Agreement by the parties and will meet at least once per month thereafter and otherwise as

determined by agreement of the Chairs. The Committee will continue until March 31, 2012, subject to any agreement between the parties to extend or terminate the Committee.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
VANCOUVER ISLAND HEALTH AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
MINISTRY OF HEALTH SERVICES

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
B. C. NURSES UNION and
Nurses Bargaining Association

SIGNED on behalf of
PROVINCIAL HEALTH SERVICES AUTHORITY

SIGNED on behalf of
VANCOUVER COASTAL HEALTH AUTHORITY

(ATTACHMENT "B")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the ____ day of March, 2009

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

**NURSING WORKLOAD, VIOLENCE PREVENTION PRIORITIES AND
OCCUPATIONAL HEALTH AND SAFETY**

The parties have established the Joint Quality Worklife Committee to implement cost-effective and sustainable system-wide improvements to the quality of working life for nursing professionals. Three areas have been identified as significant in making progress on this objective – workload, violence prevention and occupational health and safety.

1. WORKLOAD

The parties agree that the interests of providing high quality health care to British Columbians will be best served if the JQWC collaborates in developing and implementing a healthy workplace/quality of work life agenda.

Management of workload is a critical aspect of the quality of work life. Literature suggests that continual excessive workload can lead to high levels of stress,

turnover, recruitment problems, increased absenteeism and increased costs related to overtime.

Therefore, the JQWC will consider the following workload issues when developing its agenda:

Acute Care:

- Mechanisms for maintaining appropriate staffing in the face of system over-capacity, such as regular vacation relief and float pool positions
- Effective change management when altering skill mix
- Effective front line leadership
- Processes for examining and reducing non-nursing duties including addressing availability of equipment and supplies
- Exploration of processes for establishing more effective communication amongst/between health care teams.

Long Term Care

- Examine workload issues related to computerized assessment tools
- Effective change management of altered skill mix
- Systematic evaluation of effective staffing and supports to address increased resident acuity
- Processes for examining and reducing non-nursing duties including availability of ancillary services, equipment and supplies.

Community

- Workload and increased education requirements in light of the increasing complexity of care needs and of care environments with manageable performance expectations
- Appropriate relief, replacement and back-fill coverage during absences

- Evaluate the impact of new information technology
- Processes for examining and reducing non-nursing duties including addressing availability of equipment and supplies.

The JQWC will examine the current Strategic Workload Analysis Team and Professional Responsibility Assessment Committee processes and address barriers to implementation of recommendations. The parties agree that Appendix "O" remains in effect.

2. VIOLENCE PREVENTION PRIORITIES

The JQWC will review initiatives to issues of violence in healthcare workplaces based on the following principles:

- The utility of developing a systemic approach to:
 - Alert systems respecting patients/clients/residents with a history of violent behaviour
 - Creating assessment tools for assessment of patients/clients/residents
 - Terminology respecting violence in the health workplace
 - Creating education modules respecting the health workplace and violence
- Joint investigation of all accidents and incidents and, where appropriate, near misses consistent with Worksafe B.C.
- The need for an implementation strategy for a provincial violence prevention program approved by the JQWC.

3. OCCUPATIONAL HEALTH AND SAFETY

The JQWC will review initiatives to improve the culture of safety in healthcare workplaces based on the following principles:

- The need for a collaborative approach to addressing occupational health and safety issues
- The requirement for evidence-based approaches
- JWQC will allocate funds available to it for prevention initiatives.
- Adoption of a marketing strategy focused on prevention
- Adoption of systemic approach to health and safety with a goal of eliminating duplication and ensuring consistency in approach
- Consultation with relevant law enforcement officials.

SIGNED this _____ day of March, 2009.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
**PROVINCIAL HEALTH SERVICES
AUTHORITY**

SIGNED on behalf of
**VANCOUVER COASTAL HEALTH
AUTHORITY**

SIGNED on behalf of
**VANCOUVER ISLAND HEALTH
AUTHORITY**

SIGNED on behalf of
**MINISTRY OF HEALTH
SERVICES**

SIGNED on behalf of
**NURSES' BARGAINING
ASSOCIATION**

(ATTACHMENT "C")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the _____ day of March, 2009.

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

ENHANCED DISABILITY MANAGEMENT

The Ministry of Health Services, the Health Authorities and the Nurses' Bargaining Association agree that a focus on prevention of illness and injury will improve the quality of working life for health care employees and will have a positive impact on patient care. An effective quality work life program includes a comprehensive prevention program and an integrated disability

management program. All disability management programs shall take into consideration the principles and processes set out below.

The collective agreement contains provisions for rehabilitation and safe early return to work options. The Parties agree that the disability management program will be redesigned and incorporated into the collective agreement. LTD claims will continue to be adjudicated by a neutral agency.

Disability Management includes both early intervention and rehabilitation.

1. Overriding Principles

- i. Improvements in disability management processes will be jointly developed and administered;
- ii. Disability Management is intended to facilitate effective rehabilitation, stay at work and early return to work programs;
- iii. To reasonably address all barriers to return to work – medical, personal, vocational and/or workplace;
- iv. 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 a nurse who is disabled;
- v. Prevention and disability management processes will be evidence based, continuous and integrated;
- vi. Rehabilitation processes will potentially apply to all incidents of inability to work as a result of illness, injury, disability or impairment;
- vii. Employees shall participate in the program unless there is a bona fide reason to decline;
- viii. Confidential medical information will be protected;
- ix. Disability management is most effective when delivered as close to the workplace as possible;
- x. An effective system-wide evaluation process will be developed and key metrics and the frequency of data sharing will be identified;

- xi. Effective disability management is intended to reduce costs and should recognize that a cost/benefit analysis of individual situations may be required;
- xii. The Early Intervention Program will be a component of the new Disability Management program;
- xiii. EIP/Rehabilitation can be administered at the health authority level in a manner consistent with the principles outlined above.

2. **Role of Health Authorities, Health Employers Association of B. C. (HEABC) and Healthcare Benefits Trust (HBT)**

The parties will discuss, separate from the process set out in this agreement, the appropriate roles for Health Authorities, HEABC, and HBT in disability management.

3. **Funding**

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.

4. **Working Group Mandate**

- i. The Joint Quality Worklife Committee (JQWC) will appoint an ad hoc working group of up to five persons from each party to revise the disability management process consistent with the principles in this agreement and develop revised collective agreement language;
- ii. The JQWC will appoint a facilitator to assist the working group in its work;
- iii. The Working Group (WG) will:

- Review best practices and other programs to inform its discussions;
- Identify the evidence based best practices for the new disability management program;
- Discuss and agree on the application of the definition of “Own Occupation”;
- Develop the terms of reference for a joint rehabilitation committee at each health authority which will be given the authority to resolve individual disputes over rehabilitation plans. Benefits will continue during the resolution process;
- Develop a framework for identifying candidates who may benefit from disability management;
- Identify a framework for defining “bona fide” reasons for which an employee may decline participation;
- Consult with affiliate employers and recommend a structure for disability management services for affiliates;
- Adopt an appropriate education program for working group members;
- Develop guidelines for industry disability management education programs;
- Develop standard forms for the disability management program;
- Submit an interim report to the JQWC on July 31, 2009;
- Submit a final report outlining its recommendations and any unresolved issues to the JQWC by October 31, 2009.

5. Adjudication

- i. The JQWC will review the report and refer any unresolved issues to adjudication;
- ii. The adjudicator shall be guided by the overriding principles and processes contained in this agreement and issue a decision in a timely manner; and
- iii. The parties will jointly share the costs of the adjudicator.

SIGNED this _____ day of March, 2009.

**SIGNED on behalf of
FRASER HEALTH AUTHORITY**

**SIGNED on behalf of
INTERIOR HEALTH AUTHORITY**

**SIGNED on behalf of
NORTHERN HEALTH AUTHORITY**

**SIGNED on behalf of
PROVINCIAL HEALTH SERVICES
AUTHORITY**

**SIGNED on behalf of
VANCOUVER COASTAL HEALTH
AUTHORITY**

**SIGNED on behalf of
VANCOUVER ISLAND HEALTH AUTHORITY**

**SIGNED on behalf of
MINISTRY OF HEALTH SERVICES**

**SIGNED on behalf of
NURSES' BARGAINING ASSOCIATION**

(Attachment "D")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the _____ day of March, 2009.

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

Working Group to Consider STIIP or other Short Term Disability Models

The parties are committed to a comprehensive, seamless, cost-effective, system of providing short-term disability coverage in health care.

The parties are concerned about the welfare of employees who suffer an illness or injury. The Health Authorities have also identified to the Nurses' Bargaining Association that absences from work adversely impact patient care. The parties have committed to review the disability management process.

Therefore, the JQWC will establish a working group to examine options for short-term disability models and make recommendations regarding an effective, affordable, sustainable STIP.

Overriding Principles

1. The goals of the process are to:

- Address gaps in the current sick leave program and be flexible enough to meet future needs.
- Ensure equity for all nurses with a view to providing adequate income protection.
- Be consistent with other employee benefits such as EHB and LTD and allow for integration with other disability management initiatives.
- Ensure cost effective management of short-term absences.

Working Group

2. The working group will:

- Collect and analyze data relevant to understanding the challenge of amending short term disability coverage including:
 - ⊙ Assessing the full costs of the current sick leave program including analyzing costs, usage patterns, unused accrual pay outs, coverage gaps and other relevant data from groups including but not limited to health employers, HEABC, NBA, Worksafe BC, CPP, PBC, Pension Corporation, GWL, and HBT.
 - ⊙ Conducting a review of the experiences in other jurisdictions.
 - ⊙ Identifying gaps/overlaps in sick coverage for nurses.
 - ⊙ Examining alternative approaches to addressing identified gaps in coverage.
 - ⊙ Identifying the impact of current and alternative programs on existing workers and on the future workforce.
 - ⊙ Estimating the cost of alternative programs including the cost of transitional strategies in terms of equity for employees and cost

challenges for employers.

- Identify the opportunities to improve the overall benefit of the current programs for short and long-term disability. The working group may recommend interim solutions based on these opportunities.
 - Identify key metrics and benchmarks for measuring the effectiveness and efficiency of the current plan and alternatives that may be implemented.
3. The JQWC may appoint a consultant to assist the working group in data collection and analysis and development of alternative plans. The cost of the consultant will be shared between the parties.
 4. The working group will prepare a report and make recommendations to the JQWC no later than September 30, 2009 on STIIP or alternative solutions. The report will identify projected costs.

Implementation

5. The JQWC will review the report and determine whether to seek ratification of a STIIP or alternative solutions. Implementation will be subject to ratification by the parties.
6. If ratified, the JQWC will determine the implementation strategy for the program.
7. All applicable language of the Collective Agreement will remain in place until the parties specifically agree otherwise.
8. This LOA does not form part of the Collective Agreement and is not subject to arbitration.

SIGNED this _____ day of March, 2009.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
**VANCOUVER ISLAND HEALTH
AUTHORITY**

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
**MINISTRY OF HEALTH
SERVICES**

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
**NURSES' BARGAINING
ASSOCIATION**

SIGNED on behalf of
**PROVINCIAL HEALTH SERVICES
AUTHORITY**

SIGNED on behalf of
**VANCOUVER COASTAL HEALTH
AUTHORITY**

(Attachment "E")

HEALTH AND WELFARE BENEFIT REVIEW

THIS HEALTH AND WELFARE BENEFIT REVIEW is made the _____ day of March, 2009.

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

1. The Ministry and Health Authorities have identified to the Nurses' Bargaining Association the impact of the rising costs of health and welfare benefits and the NBA recognizes that the present system, if left unchanged, affects choices in other areas of compensation as the costs of benefits continue to rise.

2. The JQWC agrees to retain Pacific Blue Cross or another neutral party to provide the JQWC with a projection of the costs of current health and welfare benefits for the period April 1, 2010 to March 31, 2011 and for the period April 1, 2011 to March 31, 2012.
3. The result of the review process must be evidence-based using all relevant available data which will be shared with the JQWC subject to any legally required privacy restrictions.
4. The JQWC will meet 30 days after ratification of this Agreement to explore means of redesigning, restructuring, costing and delivering health and welfare benefits with a goal of improving the quality of plan benefits available to union members while reducing cost growth. Also, the goal of improving the health of nurses through prevention plans will be explored as a cost reduction strategy.
5. The JQWC may appoint a Working Group to undertake the work identified in 4 above to report and make recommendations to the JQWC.
6. The JQWC will provide choices for resolution before March 31, 2010.

SIGNED this _____ day of March, 2009.

**SIGNED on behalf of
FRASER HEALTH AUTHORITY**

**SIGNED on behalf of
MINISTRY OF HEALTH SERVICES**

**SIGNED on behalf of
INTERIOR HEALTH AUTHORITY**

**SIGNED on behalf of
NURSES' BARGAINING
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**SIGNED on behalf of
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PROVINCIAL HEALTH SERVICES
AUTHORITY**

**SIGNED on behalf of
VANCOUVER COASTAL HEALTH
AUTHORITY**

**SIGNED on behalf of
VANCOUVER ISLAND HEALTH
AUTHORITY**

(ATTACHMENT "F")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the ____ day of March, 2009

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

REVIEW OF USE OF AGENCY NURSES

The parties recognize that the use of agency nurses occurs in urban, rural and isolated areas of the province and that agency nurses are being utilized in a number of different situations including hard to fill shifts, short notice sick calls and long and short term vacation relief, when health employers are unable to find alternatives. Utilization of agency nurses causes concerns for both parties including continuity of care and costs.

The Working Group reviewing Staffing Issues will examine potential alternatives to the use of agency nurses including use of regional and/or casual float pools and over-hires available to health authorities and contracted employers.

The report of the Working Group may contain recommendations for amendments to the collective agreements respecting staffing issues including agency nurses. The JQWC will review the recommendations and may recommend to the NBA and HEABC that they adopt the recommendations of the JQWC and amend the collective agreement consistent with the JQWC's recommendations.

SIGNED on behalf of
FRASER HEALTH AUTHORITY
AUTHORITY

SIGNED on behalf of
VANCOUVER ISLAND HEALTH
AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
MINISTRY OF HEALTH SERVICES

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
NURSES' BARGAINING
ASSOCIATION

SIGNED on behalf of
PROVINCIAL HEALTH SERVICES
AUTHORITY

SIGNED on behalf of
VANCOUVER COASTAL HEALTH
AUTHORITY

(ATTACHMENT "G")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the ____ day of March, 2009

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

FRASER HEALTH AUTHORITY

INTERIOR HEALTH AUTHORITY

NORTHERN HEALTH AUTHORITY

PROVINCIAL HEALTH SERVICES AUTHORITY

VANCOUVER COASTAL HEALTH AUTHORITY

VANCOUVER ISLAND HEALTH AUTHORITY

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

REVIEW OF STAFFING PROCESSES

The parties agree to review current processes dealing with staffing. This review will consider how to decrease the administrative burden and increase efficiencies for both employers and nurses while respecting seniority and enabling the above processes to occur in a timely manner.

The JQWC will establish a Working Group with up to five members from each of the Ministry/HA and NBA to examine problems related to staffing processes. The JQWC

may also appoint a facilitator to assist in this review. Each side will be responsible for its own expenses and the parties will share the cost of any facilitator.

The Working Group will commence its review no later than one month following ratification of the collective agreement by each of the NBA and HEABC and will report to the JQWC by October 31, 2009 with recommendations for improvements.

The JQWC will review the recommendations and may recommend to the NBA and HEABC that they adopt the recommendations of the JQWC and amend the collective agreement consistent with the JQWC's recommendations.

Employers may proceed with changes during the review process provided there is no violation of the collective agreement.

SIGNED this _____ day of March, 2009.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
PROVINCIAL HEALTH AUTHORITY

SIGNED on behalf of
**VANCOUVER COASTAL HEALTH
AUTHORITY**

SIGNED on behalf of
**VANCOUVER ISLAND HEALTH
AUTHORITY**

SIGNED on behalf of
**MINISTRY OF HEALTH
SERVICES**

SIGNED on behalf of
**NURSES' BARGAINING
ASSOCIATION**

(ATTACHMENT "H")

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made the ____ day of March, 2009

BETWEEN:

MINISTRY OF HEALTH SERVICES

(the "Ministry")

AND:

**FRASER HEALTH AUTHORITY
INTERIOR HEALTH AUTHORITY
NORTHERN HEALTH AUTHORITY
PROVINCIAL HEALTH SERVICES AUTHORITY
VANCOUVER COASTAL HEALTH AUTHORITY
VANCOUVER ISLAND HEALTH AUTHORITY**

(the "Health Authorities")

AND:

NURSES' BARGAINING ASSOCIATION

(the "BCNU")

REVIEWING SUPERVISORY CAPACITY

The JQWC will appoint a Working Group of no more than three people appointed from each of the Ministry/Health Authorities and the NBA to review the utilization of NBA job classifications in supervisory roles.

The Working Group will be guided by the following principles:

- Consultation with front-line managers and current nurse supervisors is essential;
- Job descriptions for nurse supervisors should be standardized to reflect the exercise of supervisory responsibilities;
- Consideration of classification reform and potential inequities in the present system;
- Review and discussion of selection procedures is required;
- Common and collaborative education and training of bargaining unit supervisors and excluded front line managers is an important reform.

The Working Group will report to the JQWC with recommendations no later than October 31, 2009. Each party will pay its own costs of participation in the Working Group.

The JQWC will review the recommendations and may recommend to the NBA and HEABC that they adopt the recommendations of the JQWC that require amendments to the collective agreement.

Employers may proceed with changes during the review process provided there is no violation of the collective agreement.

SIGNED this _____ day of March, 2009.

SIGNED on behalf of
FRASER HEALTH AUTHORITY

SIGNED on behalf of
INTERIOR HEALTH AUTHORITY

SIGNED on behalf of
NORTHERN HEALTH AUTHORITY

SIGNED on behalf of
VANCOUVER ISLAND HEALTH
AUTHORITY

SIGNED on behalf of
MINISTRY OF HEALTH SERVICES

SIGNED on behalf of
NURSES' BARGAINING
ASSOCIATION

SIGNED on behalf of
PROVINCIAL HEALTH AUTHORITY

SIGNED on behalf of
VANCOUVER COASTAL HEALTH AUTHORITY

Attachment "I"

CHANGES TO THE COLLECTIVE AGREEMENT

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

(the "HEABC")

AND:

NURSES' BARGAINING ASSOCIATION

(the "NBA")

9.2 ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.09 New Employees

Amend to read as follows:

"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 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."

9.3 ARTICLE 11 – Definition of Employee Status and Benefit Entitlement

Article 11.04 (G) (5) – Benefits for Casual Employees in Temporary Appointments

Add a new paragraph to read as follows:

“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.”

9.4 ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.06 Salary on Promotion

Amend to read as follows:

“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.”

9.5 ARTICLE 38 – PARENTAL LEAVE

38.01 Natural Mother

(A) Maternity Leave

Amend to read as follows:

“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....."

9.6 ARTICLE 45 – LEAVE – VACATION

Article 45.04 (E) Scheduling of Vacation

Amend to read as follows:

(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."

9.7 ARTICLE 51 – PORTABILITY

51.02(D) Portable Benefits

Amend to read as follows:

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

- i) Coverage for Medical, Dental, and Extended Health Care 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".*

9.8 ARTICLE 52 – PREVIOUS EXPERIENCE

52.01 Regular Employees

Amend to read as follows:

“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 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 increment for each year in excess of 2 years to a maximum of a 5 year lapse.

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

Any time spent in an education.....”

9.9 JOB SHARING

Add a new Memorandum of Understanding to the PCA regarding Job Sharing

Article 1 – Preamble

1.1 This Memorandum of Understanding establishes provision for two 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 sharers 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.

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 participating 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, over a period of 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 portion 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.

- 9.10 Add a Letter of Understanding to the PCA regarding retroactive recovery of previous seniority for regular employees as follows:**

Letter of Understanding

Retroactive recovery of previous seniority for regular employees

Pursuant to the provisions of the Bill 29 settlement for the NBA, regular employees shall be credited with seniority accrued with previous employers that were certified to one of the constituent unions of the NBA, on a one time basis only.

Letters between the parties (not to form part of the Collective Agreement)

Re: Section 2

The parties agree that within three (3) months of ratification, they will meet to merge Section 2 with Section 1 ensuring no change of the substantive rights under the Collective Agreement.

Any agreed revisions will be incorporated into Section 1 of the PCA.
Recommendations for resolution of any outstanding issues will be developed by the parties.

SIGNED:

Nurses' Bargaining Association

Health Employers Association
of British Columbia

Re: Acute Care/Continuing Care Component

The parties met following the 2006 negotiations to resolve inconsistencies between the two components in respect to Articles 25.05 and 25.06 (Requirements of Work Schedules) and Articles 44.01 and 44.02 (Union Leave).

The parties agree that any outstanding issues will be referred to a mutually agreed upon arbitrator at the earliest possible date for final and binding resolution.

SIGNED:

Nurses' Bargaining Association

Health Employers Association
of British Columbia

Re: Appendix "Q"

In March, 2009, the parties met to discuss the evaluation and possible renewal of Appendix "Q".

The parties agree that they will meet no later than April 15, 2009 to evaluate the effectiveness of this initiative and discuss outstanding issues.

The parties further agree that they will meet by November 15, 2009 to reach mutual agreement on the renewal of the MOU and the application of on-going funding.

SIGNED:

Nurses' Bargaining Association

Health Employers Association
of British Columbia

(ATTACHMENT "J")

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

("HEABC")

AND:

NURSES' BARGAINING ASSOCIATION

(the "NBA")

**MANAGEMENT PROPOSALS TO CHANGE THE COLLECTIVE
AGREEMENT**

1. Article 17.02 "B" – Temporary Appointments

(i) It is agreed to change Article 17.02 "B" to provide:

"...Where such leave of absence is for a period in excess of six (6) months..."

(ii) It is agreed to change Article 11.04 (G) (5) in the first paragraphs to provide:

"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:"

(iii) It is agreed to change the last paragraph of Article 11.04(G)(5) to provide:

“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 position.”

2. Article 17.01. D - Postings

- (i) It is agreed to change Article 17.01.D to provide:

“The Employer agrees to post notices at least ten (10) calendar days in advance of selection.”

3. Article 11.04 (E) (3) – Casual Employees

- (i) It is agreed to change Article 11.04 (E)(3) to provide:

“Notwithstanding (1) above, where the Employer has received 48 hours or less notice of a vacancy creating relief work as per Article 11.04(A),”