HEABC
HEALTH EMPLOYERS ASSOCIATION OF BC

2025 – 2029

Nurses Bargaining Association

SUMMARY OF COLLECTIVE AGREEMENT CHANGES

NOVEMBER 2026

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PREAMBLE

The following document is the initial version of HEABC's internal Summary of Changes documents for use by our members.

This initial version sets out the majority of changes that make up the 2025 – 2029 Nurses' Bargaining Association Collective Agreement ("NBA CA"), as agreed to by the Parties on May 21, July 7, and July 22. All changes listed in the following document are deemed to have been ratified on November 18, 2026 and must be implemented in accordance with the timelines set out in the agreement.

An updated version of this Summary of Changes will reflect the final version of the 2025–2029 NBA CA, which is subject to additional modifications set out in an interest arbitration award issued by Arbitrators Amanda Rogers and Vince Ready on November 18, 2026 (the "Award"). Those additional changes will include updated wage schedule and add-pay provisions specifically for the 2027/28 and 2028/29 fiscal years, and related Collective Agreement language revisions necessary to give effect to that Award. HEABC will release the updated version of this Summary of Changes once agreed to by the Parties.

Going forward, please ensure that you are referencing the latest version of the Summary of Changes and/or finalized Collective Agreement for publication, once the updated version has been published.

Amend the collective agreement, by changing the following:

GENERAL HOUSEKEEPING

The Parties agree and acknowledge that the following changes are for housekeeping purposes only and are not intended to substantively alter the Parties' respective rights and obligations under the Collective Agreement.

ARTICLE 13 – SENIORITY

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

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 their ~~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 13.06) as well as a seniority list for the respective Employer, and information regarding any other options that may be available at the time.

Rest of article to remain intact

ARTICLE 38 – LEAVE – ~~MATERNITY~~ PREGNANCY AND PARENTAL ~~LEAVE~~

ARTICLE 46 – LEAVE – CEREMONIAL, CULTURAL, SPIRITUAL, ~~AND~~ COMPASSIONATE, AND SPECIAL LEAVE FOR INDIGENOUS EMPLOYEES

***The Parties agree to amend the Collective Agreement by deleting the following Appendices (HH, and JJ.4)**:*

~~APPENDIX HH~~

~~MEMORANDUM OF AGREEMENT~~

~~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 JJ.4

MEMORANDUM OF AGREEMENT

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 re- view, 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.~~

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

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~~Pregnancy 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 "Q")~~

(J) **Probationary Period**

~~(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.~~

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

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)~~ with the exception of ~~E~~employees subject to a flexible work schedule arrangement may work split shifts, where the employee requests a split shift and the Employer agrees.

~~APPENDIX Q~~

~~MEMORANDUM OF AGREEMENT~~

~~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 re- schedule 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.

This Memorandum of Agreement was introduced in the 1998 to 2001 Provincial collective Agreement. During bargaining for the 2019-2022 Provincial Agreement the Nurses' Bargaining Association pro- posed to delete this memorandum. Due to time constraints, the parties were unable to determine the applicability of this MOA. Therefore, the parties agree to review and update the MOA, including whether it should apply to licensed practical nurses, during the term of this Agreement.

ARTICLE 36 – LEAVE – ELECTIONS AND PUBLIC OFFICE

36.01 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 themselves from work they shall suffer no loss of salary for the scheduled hours away from work.

36.02 Public Office

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office, including Municipal, Provincial, Federal, First Nation or other Indigenous government if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)

ARTICLE 37 – LEAVE – GENERAL

~~37.04 Domestic and Sexual Violence Leave~~

~~(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:~~

~~(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;~~

~~(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and~~

~~(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.~~

~~(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.~~

~~(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, 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) Casual employees will not be required to be available for shifts as outlined above.~~

~~(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.~~

ARTICLE 41 – LEAVE – ~~PUBLIC OFFICE~~ DOMESTIC AND SEXUAL VIOLENCE

~~Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office, including Municipal, Provincial, Federal, First Nation or other Indigenous government if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)~~

(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:

(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;

(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and

(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.

(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.

(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, 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) Casual employees will not be required to be available for shifts as outlined above.

(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.03 Regular Part-Time Employees

(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 60 ~~46~~ Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

11.04 Casual Employees

(C) **Letter of Appointment**

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

(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)).

ARTICLE 13 – SENIORITY

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~~ pregnancy and parental 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.

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

18.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give them ~~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.

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 level it has assigned to that position, pursuant to Article ~~61~~ 62 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

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~~ 62 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.

ARTICLE 53 – QUALIFICATION DIFFERENTIAL

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*~~ as both a Registered Nurse (RN) and Registered Psychiatric Nurse (RPN) under the *BC Health Professions and Occupations Act* shall be paid an additional fifty dollars ($50.00) per month for clinical preparation.

ARTICLE 60 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

60.04 Dependents

An eligible dependent for the purposes of ~~Articles 46.01, 46.02 and 46.03~~ Articles 60.01, 60.02 and 60.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

ARTICLE 61 – EFFECTIVE AND TERMINATING DATES

(A) This Agreement shall be effective from April 1, 2022 and shall remain in force and be binding upon the parties until March 31, 2025 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 and 3 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.

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

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)~~ Article 25.06(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 46 – LEAVE – CEREMONIAL, CULTURAL, SPIRITUAL, ~~AND~~ COMPASSIONATE, AND SPECIAL LEAVE FOR INDIGENOUS EMPLOYEES

46.02 Entitlement to Ceremonial, Cultural, and Spiritual Leave

a) An Indigenous employee may request up to thirty-seven point five (37.5) hours of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 33.01 – Compassionate Leave as applicable (and per the expanded definition of "family").

APPENDIX A

MEMORANDUM OF AGREEMENT

ENHANCED DISABILITY MANAGEMENT PROGRAM

Section A – General Principles and Application (effective April 1, 2011)

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 6046 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).

APPENDIX DD

LIST OF EMPLOYERS

BRITISH COLUMBIA NURSES' UNION (BCNU)

[*The Parties agree to update the list of employers prior to printing/publishing of the Collective Agreement*]

***The Parties agree to amend the Collective Agreement by deleting the following Appendices (JJ.2 and PP)**:*

~~APPENDIX JJ.2~~

~~MEMORANDUM OF AGREEMENT~~

~~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 PP~~

~~MEMORANDUM OF AGREEMENT~~

~~PRIMARY AND COMMUNITY CARE MODEL IMPLEMENTATION~~

~~Background~~

~~BC Health Authorities and Providence Health Care (PHC), the NBA and HEABC share a strong commitment to the successful integration of the Primary and Community Care health services across British Columbia. The Health Authorities and PHC are currently at various stages in the process of implementing changes to the Primary and Community care model, based on the needs of each community.~~

~~Primary and Community Care health services feature:~~

- ~~Direct life-long care relationships between a Primary and Community Care team and patients, families and communities;~~
- ~~Patients/families as partners and contributors to their own care decisions;~~
- ~~Primary and Community Care teams that are interdisciplinary based on the health needs of the local community;~~
- ~~To the extent possible, health care services close to home;~~
- ~~A focus on prevention and wellness;~~
- ~~Seamless care transitions throughout the patient journey;~~
- ~~A shift of resources and staff toward the creation of inter-disciplinary primary care teams focused on longitudinal care relationships with patients, families and communities; and~~

- A relationship between the Primary and Community Care team and Specialized Community Service Programs (SCSPs) in the interests of providing person-centered, culturally safe care through an ongoing relationship between an individual and their primary care provider who is most responsible for the overall coordination and continuity of the individual's care throughout their life.
- SCSPs provide specialized care for people with complex conditions including complex medical/frailty and moderate to severe mental health and substance use issues.
- During the transition to primary care and while working in the new model, the NBA and its members have identified a number of concerns:
    a. Education, leadership and mentorship;
    b. Staffing levels, skill mix and working to full scope;
    c. Primary care nurse job descriptions;
    d. Impact of primary care initiatives on other areas, including, acute and long-term care;
    e. Issues around documentation and technology;
    f. Flexibility around shift length and rotations; and
    g. Additional recruitment and retention strategies.

To address these concerns and to recognize the parties' shared commitment to the implementation of the Primary and Community Care model, the parties agree to:

1. The NBA and the Employer agree to meet within 30 days post ratification to create a comprehensive change management strategy that promotes safe nursing practice, increased job satisfaction and staff retention (Labour Adjustment Plan).
2. The NBA and the Employer further agree that while all nurses possess a general knowledge in the areas of Home Care, Public Health, and Mental Health; Specialized Community Service Programs will provide care for patients in the community with complex conditions including, but not limited to, complex medical/frailty, palliative care and moderate to severe mental health and substance use issues.
3. The parties agree that all nurses impacted by the transition in primary and community care services will participate in an individual learning needs assessment. Each assessment will consider a nurse's education and experience in relation to the respective job description and will identify any education gaps.

~~Where a gap is identified, necessary education will be completed prior to the employee being required to complete the work. This includes nurses who are currently working in a primary care role and those who are yet to transition to primary care.~~

4. ~~The parties agree to utilize money allocated for clinical mentorship for the creation of clinical resource nurses to be allocated equitably across the Health Authorities/PHC to support Primary and Community Care. The parties agree to evaluate the effectiveness of these positions and report back to the parties no later than ninety (90) days prior to the expiry of this Agreement.~~

5. ~~Primary care nurse job descriptions will be reviewed in consultation with the Union and the Employer at the local level. Job descriptions will provide a clear overview of expected roles and responsibilities.~~

6. ~~These efforts will be in addition to the existing mechanisms in this Agreement, such as consultation, staffing, scheduling, classification, workload, training and education, and various statutes and regulations to address matters that may arise.~~

The Parties agree to amend the Collective Agreement by deleting Appendix N and changing Article 25.07(H) as follows:

ARTICLE 25 – WORK SCHEDULES

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 services.

(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 this Agreement shall apply where it results from an employee exercising their right to flexible work arrangements pursuant to this Article. ~~(See Appendix "N")~~

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 Article 25, Article 27, Article 28, and any related articles with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.

~~**APPENDIX N**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**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.~~

The Parties agree to amend the Collective Agreement by deleting Appendix P and changing Article 49 as follows:

ARTICLE 49 – PENSION PLAN

49.0X Incentive Payment for Pre and Post-Retirees

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to Eligible Employees. For the purpose of this Article "Eligible Employees" means:

   (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.

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 P**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**INCENTIVE PAYMENT FOR PRE AND POST-RETIREES**~~

~~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 RR

MEMORANDUM OF AGREEMENT

EMPLOYED STUDENT NURSE (ESN)

WHEREAS the parties seek to:

i. Retain graduates of local nursing programs following completion of their studies by providing job opportunities for paid experience;

ii. Consolidate students' knowledge and skills so they are 'job ready' as new graduates;

iii. Understand the feasibility, effectiveness and outcomes of such a process;

iv. Facilitate the above points in a safe environment;

AND WHEREAS the *Health Professionals* *and Occupations* *Act*, RSBC 1996, c.183 and the British Columbia College of Nurses and Midwives (BCCNM) ~~Nursing Professionals (BCCNP)~~ Bylaws and Policies have been revised to provide for the employment of undergraduate nurses in health care facilities;

NOW THEREFORE, the parties agree:

1. Priority for the program will be given to undergraduate nurses who are residents of British Columbia.

2. Undergraduate nurses will be hired and utilized in a manner consistent with the BCCNM ~~British Columbia College of Nursing Professionals (BCCNP)~~ Rules and Registration Program Policies and Standards of Practice and this Memorandum of Agreement.

3. Under the direction of manager or designate, undergraduate nurses will provide direct nursing care to both stable and unstable patients/clients/residents, commensurate with their level of education and training.

4. Undergraduate nurses will be considered casual employees and governed by Article 11.04 – Casual Employees except as modified, or specified otherwise below:

Article 11.04 – Casual Employees

(A) Definition:

An undergraduate nurse is a person engaged in the practice of nursing for the purpose of working as a nursing student in a health care facility during or between the terms of the Nursing Education Program, in accordance with the BCCNM ~~British Columbia College of Nursing Professionals (BCCNP)~~ Rules and Registration Program Policies.

APPENDIX JJ.3

MEMORANDUM OF AGREEMENT

NURSING SCOPE OF PRACTICE

Background

The scope of practice for Licensed Practical Nurses ("LPN"s), Registered Nurses ("RN"s) and Registered Psychiatric Nurses ("RP-N"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 and Occupations Act* (the "Act"). These scopes of practice are complemented by standards, limits and conditions that are set by the British Columbia College of Nursing Professionals, 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-hierarchal, 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.

…

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 WorkSafeBC, providing the address, phone number, and website for WorkSafeBC.

The provisions of this Article are intended to be additional to, but may also be covered by, provisions of the *Workers Compensation Act* and related regulations.

32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the ~~j~~Joint Occupational Health and Safety Committee ("JOHSC") in promoting a safe and ~~healthful~~ healthy workplace.

The improved effectiveness, streamlined and singular report mechanisms of the ~~Joint Occupational Health and Safety Committee ("JOHSC")~~ 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.

The Employer will consult with the Union Representative when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act* and Occupational Health and Safety Regulation.

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 JOHSC Members. JOHSC Members appointed by the Union shall be chosen by the Union membership or appointed by the Union.

NBA JOHSC Members (or alternates) will be provided time during work that is reasonably necessary to prepare for JOHSC meetings, and shall be released from their regular duties to attend JOHSC meetings and perform related duties and functions as set out in 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.

As outlined in the *Workers Compensation Act,* JOHSC Members shall be provided with adequate training and orientation regarding the duties and responsibilities of JOHSC 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 incident investigation involving an NBA member, the designated NBA JOHSC Member (or alternate) shall be released from their 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 request that SWITCH BC develop a universal format for JOHSC minutes and pursue the development of OH&S curriculum to improve JOHSC effectiveness within twelve (12) months of ratification.

Once per month, the Employer will make available to the Union, in electronic format, the minutes of each JOHSC meeting, including but not limited to appendices, decisions, recommendations, reports, data and investigations reviewed.

The JOHSC may request from the Employer information necessary to complete its duties and functions of the JOHSC outlined in the *Workers Compensation Act*. This information may include but is not limited to, incident and injury reports, safety policies, procedures and practices, violence risk assessments, security incident reports and regulatory inspections and orders related to employee occupational health and safety. Such information will be provided in a timely manner and will not be unreasonably withheld.

Every six (6) months, the Employer shall provide to the Union, in electronic format, the following data:

- a list of all active ~~Joint Occupational Health and Safety Committees~~ JOHSC;
- the areas that each committee is responsible for (such as facility, units or programs);
- where and when each committee meets;
- the names, positions, and committee appointment dates for all NBA members;

- the date each member received education as per the OHS Regulation and additional education referred to in the Collective Agreement or provided by the employer relating to occupational health and safety.

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~~ healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence 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 a visit to clients in the community may request to be accompanied by a member of the inter-disciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits 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) 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. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.

(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,
- orientation with client population,
- development of appropriate ~~behavioral~~ behavioural care plans, and
- policies for safe client visits.

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) Employers agree to provide employees with violence prevention training based on the program that was originally designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide ~~Joint Occupational Health and Safety Committees (JOHSC)~~ JOHSC with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. 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.

(G) The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines.

The Employer will provide OHS supervisory training to any nurse whose job duties include supervision and/or direction and annual refresher training. This training will be considered a compulsory in-service in accordance with Article 35.02.

The Employer will provide the necessary training to employees who are commencing work in a supervisory role.

32.04 Provision for Immunizations

(A) Where the Employer or ~~Occupational Health and Safety Committee~~ JOHSC 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.

32.05 Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists, and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. 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. Employee participation in critical incident support is voluntary.

32.06 Psychological Health ~~&~~ and Safety

The Employer and the Union agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.

The Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall continue their implementation of the Canadian Standards Association (CSA) Psychological Health and Safety Standard in all of their workplaces.

Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall regularly communicate their implementation of the CSA ~~Psychological Health & Safety Standard~~ to their employees in Employer worksites.

The Employer and Union agree that the thirteen (13) factors, as defined in the CSA Psychological Health and Safety Standard are:

- Organizational Culture
- Psychological and Social Support
- Clear Leadership & Expectations
- Civility ~~&~~ and Respect
- Psychological Demands
- Growth ~~&~~ and Development
- Recognition ~~&~~ and Reward
- Involvement ~~&~~ and Influence
- Workload Management
- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

The Employer and Union agree that each of these factors must be assessed and, where necessary, improved in an ongoing manner in order to establish and maintain psychologically safe workplaces.

The Employer and Union recognize the role of ~~Joint Occupational Health and Safety committees (JOHSC)~~ JOHSC in supporting psychologically healthy and safe workplaces. Therefore, the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

Within 120 days of ratification, the Employer and Union agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC)

develop standardized resources to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces.

APPENDIX D

MEMORANDUM OF AGREEMENT

PROVINCIAL OCCUPATIONAL HEALTH AND SAFETY

The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites~~,~~ throughout the health care sector.

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices, and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs, or models;
- Facilitate ~~co-operation~~ cooperation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees ("JOHSC");
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with *Workers Compensation Act*, Occupational Health and Safety Regulation, and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) ~~CSA~~ Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And ~~where as~~ whereas the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest

in, and support province-wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;
- Evidence based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

1. The parties commit to support SWITCH BC in carrying on with occupational health and safety projects previously agreed to in support of the healthcare sector.
2. In the event of the dissolution of SWITCH BC for any reason, the parties will meet to discuss an alternative provincial occupational health and safety structure.
3. Per Appendix A.1, HEABC will contribute a sum of $1,290,000 per annum to the NBA for occupational health and safety initiatives. The NBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by SWITCH BC, or the NBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the NBA.

In furtherance of using gender-neutral language, the Parties agree to replace "maternity" with "pregnancy" throughout the Collective Agreement. There are no changes to benefits or entitlements for employees who take pregnancy leave because of the change in terminology. Accordingly, the Parties agree to amend the collective agreement by changing the following Articles:

ARTICLE 38 – ~~MATERNITY~~PREGNANCY LEAVE AND PARENTAL LEAVE

38.01 ~~Maternity~~ Pregnancy Leave and Parental Leave – Birthing Parent

(A) **~~Maternity~~ Pregnancy Leave**

A pregnant regular employee shall be granted up to seventeen (17) consecutive weeks ~~maternity~~pregnancy leave of absence without pay. Such leave may commence thirteen (13) weeks prior to the expected birth date or any time thereafter at the request of the employee. The ~~maternity~~pregnancy 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 the

pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(B) **Parental Leave**

In addition to a ~~maternity~~pregnancy leave of absence as described above, upon written request and within seventy-eight (78) weeks of the birth of the child, a regular employee shall also be granted an unpaid parental leave of absence of up to sixty-one (61) consecutive weeks. Parental leave will normally commence immediately following ~~maternity~~pregnancy leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(C) **Special Circumstances**

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

(2) 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.

(3) If the ~~new born~~ newborn child will be or is at least six (6) months of age at the time the child comes under the care of the employee, 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 employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

(4) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 38.01 is limited to eighty-nine (89) weeks.

(D) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, 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~~pregnancy benefits under the *Employment Insurance Act* or any wage loss replacement plan.

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

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

38.02 ~~Maternity~~ Pregnancy Leave Allowance

(A) An employee who qualifies for ~~maternity~~pregnancy leave pursuant to Article 38.01, shall be paid a ~~maternity~~pregnancy leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*.

In addition, the employee must specify whether they have elected for standard or extended parental leave benefit coverage as per the *Employment Insurance Act*.

(B) Pursuant to the Plan, the ~~maternity~~pregnancy leave allowance will consist of:

(5) One (1) week at eighty-seven percent (87%) of the employee's normal weekly earnings;

(6) Sixteen (16) additional weekly payments equivalent to the difference between the employment insurance gross benefits plus any other earnings received by the employee and eighty-seven percent (87%) percent of the employee's normal weekly earnings.

(7) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the one (1) week waiting period.

(8) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.

(C) Employees are not entitled to receive the ~~maternity~~pregnancy leave allowance 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 they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend at work to perform their duties.

The employee shall not be prohibited from utilizing sick leave credits prior, or subsequent, a period of ~~maternity~~pregnancy leave.

(D) To be eligible for the ~~maternity~~pregnancy leave allowance as described in paragraph B above, an employee must:

(a) not be in receipt of sick leave benefits;

(b) must provide satisfactory documentation to the Employer that they have 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 allowance under the SEB Plan only under the following circumstances:

(i) the employee does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or

(ii) the employee works less than the required number of hours (15 hours per week); or

(iii) the employee's earnings are at least equal to 20% of the maximum weekly insurable earnings.

38.03 Parental Leave – Non-birthing Parent

(A) **Parental Leave**

Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay.

(B) **Special Circumstances**

If the ~~new born~~newborn or adopted child will be or is at least six (6) months of age at the time the child comes under the actual care and custody of the employee 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, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional weeks must be taken immediately after the unpaid leave in Article 38.03(A) above. The combined parental leave and parental leave (special circumstances) cannot exceed sixty-seven (67) weeks.

38.04 Benefits Continuation

(A) For leaves taken pursuant to Article 38.01 and 38.03 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 the leaves taken pursuant to Article 38.01 and 38.03, 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.

(C) Any further leave granted will be unpaid leave without any benefits.

38.05 Notice Requirement

An employee shall make every effort to give four (4) weeks' notice prior to the commencement of a leave of absence pursuant to Article 38.01 and 38.03, and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

Notwithstanding the above, an adoptive parent will notify the employer when they are advised of the date of the adoptive placement. The employee shall furnish proof of adoption.

38.06 Return to Employment

(A) An employee resuming employment after a leave of absence pursuant to Article 38.01 and 38.03 shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of their absence.

(B) Notwithstanding Article 45, vacations, vacation entitlement, and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 38.01 and 38.03. At the employee's discretion, vacation earned pursuant to this Article may be paid out, taken at the end of the leave, or carried over to the following year notwithstanding Article 45.04.

38.07 Bridging of Service

If a regular employee, who is employed for an Employer as defined in Article 1.02 of this 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, the employee 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 their former increment level and years of service for vacation purposes.

38.08 Casual Employees

Casual employees shall not be required to be available for shifts for up to seventy-eight (78) weeks following the birth or adoption of a child pursuant to Article 38.01 and 38.03. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for up to an additional eleven (11) weeks pursuant to Article 38.01(C) or 38.03(B). The employer shall not terminate casual employment for the duration of this period as a result of this Article.

Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice consistent with Article 38.05.

Amend the collective agreement, by changing the following:

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.

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls ~~to~~ for justice, and also include the widespread systemic

racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report, including its 24 recommendations.

The parties are committed to confronting and healing systemic racism in our provision of healthcare services and recognize the importance of learning from Indigenous peoples and communities in developing a culturally safe and welcoming health care system for all.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

Amend the collective agreement, by adding the following:

ARTICLE 4 – UNION RECOGNITION

4.03 Proposed Exclusions

1. The Employer shall notify the Union in writing of a conversion of an existing included bargaining unit position to an excluded position. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reasons for the exclusion.
2. Where the Union requests to meet to discuss the conversion within thirty (30) days of such notification, the Union and Employer will meet to review the exclusion.

Amend the collective agreement, by changing the following:

ARTICLE 5 – UNION SECURITY

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 employee's first name, last name, last four digits of the BCCNM Nurse ID number, phone number provided by the employee, increment step, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods. The Employer will provide the dues report to the Union in either Microsoft Excel or ~~.cvs~~ .csv format provided that it can be done so at no additional cost to the Employer.

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.

Amend the collective agreement, by changing the following:

Delete Appendix O – Agency Nurses and amend the collective agreement by changing the following Article:

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.02 Contracting Out

(A) 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)

(B) The Parties confirm that they share a common interest in ending the use of private agency nursing.

(C) The Employer will offer all shifts to bargaining unit employees pursuant to the Collective Agreement before using agency nurses.

(D) 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.

(E) The Parties also agree that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.

~~**APPENDIX O**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**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.~~

Amend the collective agreement, by changing the following:

6.08 ~~Copies~~ Publication of the Provincial Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall make the Provincial Collective Agreement available to employees both in electronic and booklet form. An electronic copy of the finalized printed Agreement will ~~shall~~ be made available on the Union's and HEABC's websites. The Employer will also ensure that a copy of the finalized printed Agreement is distributed to each unit.

The Employer shall print sufficient copies of the Agreement to provide ~~two (2) copies~~ one (1) copy for every ~~three (3)~~ two (2) employees per worksite. Should demand for printed copies be greater than supply, the Parties shall work together to identify unused copies, and if none are identified, additional printing shall be completed. 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 colour 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.

Amend the collective agreement, by changing the following:

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 in advance of the names of the new employees, and the date, time and place of both in-person and virtual video conferencing 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~~.

During both in-person and virtual video conferencing orientations sessions, the Union's designated steward will be given up to fifteen (15) minutes to talk to new employees. If the Employer conducts onboarding using an online, self-paced tool, the Employer will incorporate the Union's induction video into orientation or onboarding where provided. In such case, time spent viewing the video will count towards the above-noted fifteen (15) minutes. The Employer shall ensure that the Union's induction video is a mandatory component of onboarding. The Employer shall require employees to confirm that they have viewed the induction video and shall provide this information to the Union's designated local steward. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

Amend the collective agreement, by changing the following:

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.

For the purpose of training and onboarding, the Union may, from time to time and with at least five (5) days' notice to the Employer, bring one additional attendee to observe an upcoming Union/Management Committee meeting. The Parties agree to waive the notice requirement for meetings that are scheduled with less than five (5) days' advance notice. Where the additional attendee is an employee of the Employer, their attendance will be subject to operational requirements and will not be paid if the meeting occurs outside work hours. In all circumstances, such attendance will be at no additional cost to the Employer. To support equal representation at these meetings, the Employer will be permitted to also have one additional representative in attendance.

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.

Amend the collective agreement, by changing the following:

ARTICLE 9 – GRIEVANCES

…

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 (paper or electronic), with all the information required by the form. If submitting the grievance form electronically, the form shall be sent to the email address(es) identified by the Employer for submission of grievances, and the form shall be in .pdf format.

(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.

Amend the collective agreement, by changing the following:

ARTICLE 10 – ARBITRATION

10.01 Reference to the BCHOA and Dispute Resolution Methods

(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.

(F) On a trial basis, for the life of the 2025 – 2029 Collective Agreement, the parties may, by mutual agreement, seek to have a dispute resolved under the non-precedent-setting Rapid Dispute Resolution Process under Appendix FF.1. The parties to a dispute under this process will be represented by employees of HEABC or its members, and NBA unions.

Amend the collective agreement by changing the following:

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.04 Casual Employees (A) and (E) – Definition and Procedure for Casual Call-In

(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 Appointments 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 ‘Q’)

(10) Shifts with on-call attached.

…

(E) Procedure for Casual Call-In

(8) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: unit/department/program or worksite). Any shift, or a block of shifts, or any combination of shifts with on-call attached must be offered and accepted with the on-call. ~~any combination of shifts.~~

Amend the collective agreement, by adding the following:

11.04 Casual Employees – (L) Casual Hours Incentive

…

(L) Casual Hours Incentive

Effective January 1, 2027, casual employees who work six hundred (600) or more cumulative straight-time hours for a single Employer in a calendar year will be entitled to an annual incentive payment of $1000. The annual incentive payment will be increased by $100 ~~$110~~ for each additional one hundred (100) hours of straight-time worked for the Employer beyond six hundred (600) hours, up to a total maximum annual incentive of $2300 ~~$2430~~ for casuals who work at least one thousand nine hundred (1900) cumulative straight-time hours in a calendar year. To be eligible for the annual incentive payment, employees must continue to be employed by the Employer as of December 31 of the relevant calendar year.

For clarity, only straight-time hours worked while holding casual status will be counted towards the cumulative annual threshold.

The parties intend to assess the efficacy of this new incentive structure in encouraging casual employees to work more hours. If this proposal does not achieve its intended effects, the parties will consider reallocating the associated funding in subsequent bargaining rounds.

...

Amend the collective agreement, by changing the following:

ARTICLE 13 – SENIORITY

13.06 Seniority Lists

(A) On the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 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 electronically posted or where electronical posting is not possible 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, middle name(s) (where provided by the employee) and last name;

(ii) preferred name, where provided by the employee;

(iii) nurse type (LPN, RN, RPN), where possible;

(iv) job status and posted FTE (regular full-time, regular part-time, casual);

(v) hire dates;

(vi) wage schedule classification;

(vii) increment step;

(viii) last four digits of the BCCNM Nurse ID number (Union copy only);

(ix) anniversary date;

(x) seniority date;

(xi) seniority hours;

(xii) job titles;

(xiii) worksite; and

(xiv) identified unit.

(B) Non-Health Authority Employers/Providence Health Care (PHC) will not be required to manually compile or modify systems to provide increment step and anniversary date.

(C) The Employer will provide each seniority list to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Employer.

Amend the collective agreement, by changing the following:

ARTICLE 16 – EMPLOYEE EVALUATION

16.03 Records Removed

(A) **Records of Disciplinary Action**

~~Upon request of the employee,~~ All ~~all~~ record of any disciplinary action taken by the Employer, ~~shall,~~ with the exception of suspensions, shall be removed by the Employer 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. All record of any suspension imposed by the Employer shall be removed by the Employer from the employee's file and destroyed 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~~ Each letter of expectation shall be removed by the Employer from the employee's file and destroyed ~~eighteen (18) months~~ twelve (12) 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.

Amend the collective agreement, by adding the following:

16.0X Employer Investigations

(A) The Employer shall notify the Union when it places an employee on administrative leave further to an investigation that may lead to discipline. As part of this notification, the Employer shall provide the Union and the employee with the nature of the issue requiring an investigation.

(B) The Employer will commence and conclude its investigation in a timely fashion. The Parties acknowledge that the time required to complete an investigation may be affected by contingencies that are beyond the Employer's control.

(C) In the event that the Employer's investigation will be completed more than twenty-one (21) days from the date of the commencement of the investigation, they will notify the Union and identify why the investigation will take more than twenty-one (21) days to complete. The Employer will not be obligated to provide any detail in this notification that the Employer reasonably believes could compromise the investigation.

(D) Upon conclusion of the investigation, the Employer will provide the results of the investigation and any associated disciplinary measures in accordance with Article 9.06 Resolution of Employee Dismissal or Suspension Disputes, and Article 15.04 Employer Terminations.

Amend the collective agreement, by adding the following:

ARTICLE 17.0X – SHIFT-SELECT POSITIONS

17.0X Shift-Select Positions

The Parties acknowledge that many nurses value flexibility in scheduling, and that flexible scheduling options have the potential to significantly improve work-life balance, job satisfaction, and ultimately, recruitment and retention.

In efforts to both address staffing shortages and provide nurses with greater flexibility and control over their work schedules, the Parties have jointly established the Shift-Select Position ("SSP") scheduling model. This model is premised on regular positions that are not tied to a fixed master work schedule, but rather, are scheduled through nurses selecting shifts during scheduled shift selection periods to make up their regular FTE.

SSPs are designed to be a flexible tool enabling both employers and employees to adopt creative new ways to schedule shifts that meet the needs of both parties. Employees working in SSPs ("SSP Nurses") can select available shifts that are part of the regular baseline needs of a unit/department/program/worksite and relief shifts arising due to the vacancies of other regular employees. This flexibility allows SSPs to operate as a form of enhanced float or relief pool and a new way to staff baseline FTE.

The Parties agree that there are opportunities to leverage existing data on anticipated and unanticipated vacancies, relief not found, overtime usage, agency utilization, and workload exceeding baseline capacity to proactively plan for future staffing needs. Employers may consider such data to assist in determining where the SSP model may be used to achieve more sustainable staffing in a variety of healthcare settings.

In furtherance of the aims outlined above, Employers are permitted to post SSPs which will operate according to the below parameters.

A. Each SSP will be a regular position with a fixed FTE of between 0.4 and 1.0FTE inclusive, and which will be designated to work shifts within one or more prescribed unit(s), program(s), department(s) or worksite(s) (the "work area"). These positions will be posted and filled pursuant to Article 17.01.

B. SSP postings will set out a minimum prescribed number of shifts/hours that must be selected within an established timeframe (the "booking window") for the employee to meet their FTE commitments in each booking window. The posting may specify a minimum number of day, night, evening, and/or weekend shifts/hours that must be selected within each booking window. The booking window will be a period of two to three (2-3) months, or any other duration as

mutually agreed by the Employer and the Union at the local level. Once the booking window and minimum number of day, night, evening, and/or weekend shifts/hours have been established for an SSP Nurse, they may only be changed by mutual agreement.

C. Where two or more SSP Nurses in the same work area wish to vary the minimum number of day, night, evening, and/or weekend shifts/hours that must be worked within the booking window, they may request to reallocate the minimum number of day, night, evening, and/or weekend shifts/hours amongst themselves. Requests for reallocations must be provided to the Employer at least fourteen (14) days prior to the beginning of the shift selection process.

D. An employee working in an SSP (an "SSP Nurse") must select their prescribed number and type of shifts/hours in their work area for upcoming booking windows on a regular basis as established by the Employer.

E. All SSP Nurses will be required to select a minimum of seventy-five (75) hours multiplied by their FTE, during one or a combination of the following peak vacation periods:

(i) Spring Break;

(ii) December 15 – January 5.

For clarity, where an SSP nurse has scheduled vacation time within one of the above-listed peak periods, the vacation time will count towards the minimum hours required to be selected within these peak periods. Spring Break will be the two-week period determined annually by the Parties for the purpose of the Peak Period Restriction under Article 44.02.

F. In units/departments/programs/worksites where there are dedicated relief positions, relief shifts will first be assigned to employees in dedicated relief positions in priority to SSP Nurses. Then SSP Nurses will bid on the vacant shifts. During the SSP shift selection process, SSP Nurses will bid on available shifts in priority to casual employees.

G. The shift selection and schedule creation process for SSP Nurses will be conducted over a three-week period, with SSP Nurses receiving a reasonable timeframe to view and select shifts. Selected shifts will be assigned in seniority order among SSP Nurses. Where SSP Nurses do not receive their full allotment of shifts during the initial selection phase, SSP Nurses will have a reasonable timeframe to reselect from available shifts. The process will be identified and communicated to SSP Nurses in advance. In all cases, the Employer will develop

work schedules and provide them to SSP Nurses at least twenty-one (21) days prior to the first day of the upcoming work window.

H. During the shift selection process, SSP Nurses will only be scheduled for the number of shifts required to make up the FTE of their position. SSP Nurses must only select full shifts during the shift selection process. SSP Nurses wishing to work any additional shifts beyond their FTE will follow the ordinary Collective Agreement provisions and processes applying to bidding on additional shifts for regular employees.

I. Where, at the time of shift selection, there are insufficient day, night, evening, or weekend shifts available to an SSP Nurse during an upcoming booking window to meet their established day, night, evening, or weekend shift/hours requirements, the SSP Nurse will be required to select amongst any remaining available shifts to make up their FTE for the booking window. If there are an insufficient number of total shifts available to enable the SSP Nurse to reach their FTE, then the Employer will offer the SSP Nurse a list of shifts to select from within the work area, which may be supernumerary relief shifts.

J. If an SSP Nurse does not select a sufficient number of shifts/hours to make up their FTE during the shift selection process by the specified deadline, then the Employer may assign the SSP Nurse a sufficient number of shifts/hours within the SSP Nurse's work area to make up their FTE.

K. SSP Nurses are to be treated the same as relief with respect to reassignment. For clarity, where the Employer reassigns an employee, it will be done in a fair and equitable manner. SSP Nurses will not be reassigned any more often than other employees.

L. Where being on-call is a component of the scheduled shifts, the SSP Nurse is required to fulfill the on-call obligations associated with the scheduled shifts.

M. Where one or more calendar statutory holiday falls within a booking window, the rotational statutory holiday(s) will be inserted into the booking window following the periodic shift selection process. The Employer will place the rotational statutory holiday(s) on a day or days within the booking window where the SSP Nurse has not selected a shift.

N. For the purpose of vacation selection only, the SSP Nurse will be assigned a notional line on a master rotation, and their vacation will be selected pursuant to Article 45.04 within the vacation grouping of their master rotation. Where selected vacation days fall within a booking window, the number of shifts/hours that the SSP Nurse needs to select will be reduced by the number of vacation days/hours

scheduled and the SSP Nurse will not be permitted to select shifts on their scheduled vacation days. Their required numbers of night, evening, and/or weekend shifts/hours required within the booking window will be reduced aligned with their vacation selection.

O. With the exception of Article 25.08, 25.09(A) and 25.10, Article 25 will not apply to SSP positions. Without limiting the generality of the foregoing, this means, among other things, that shifts scheduled under this SSP process will not be subject to scheduling requirements under Article 25.

P. SSP shifts scheduled under this Article will not incur overtime. However, hours worked in addition to scheduled shifts may be subject to overtime, and the length of each selected shift will be used to determine whether the overtime rules in Article 27.05 or the Memorandum of Agreement Re: Extended Work Day/Compressed Work Week apply for determining entitlement to daily overtime on additional hours. For clarity, SSP shifts scheduled on calendar statutory holidays will be eligible for the pay rates identified in Article 39.03 - Work on a Paid Holiday.

Q. Except as modified by this Article, all terms of the Collective Agreement apply to SSP Nurses and SSPs.

Amend the collective agreement, by changing the following:

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

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 unless mutually agreed to by the Employer and Union.

…

Amend the collective agreement, by changing the following:

…

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.

Effective the first pay period after April 1, 2026, this provision will apply to employees who move from a Licensed Practical Nursing position to a Registered Nursing or Registered Psychiatric Nursing position.

Amend the collective agreement, by changing the following:

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Policy

The Parties recognize the potential benefits of technological change, for example Artificial Intelligence (“AI”), in enhancing healthcare delivery.

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, or modifications to existing technologies), 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 their 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-off shall be done in accordance with the provisions of Article 19 – Lay-Off and Recall.

Where the technological change necessitates significant adjustments in job duties that results in lay-off, the Employer will consult with the Union to explore options that enable nurses to maintain secure and meaningful employment.

Amend the collective agreement, by changing the following:

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.

Any newly developed or modified job descriptions created thirty (30) days following ratification of this Collective Agreement will be gender neutral.

Amend the collective agreement, by changing the following:

ARTICLE 25 – WORK SCHEDULES

…

25.08 Insufficient Notice

(A) Should the Employer require a change to an employee's 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 one and one half (1.5) times the straight-time rate of pay for the first two hours of time worked and two (2) times the straight-time rate ~~the applicable overtime rate~~ for all remaining time worked on the first day of the shift posting change. For clarity, this language does not apply to changes to an employee's shift schedule triggering overtime entitlements under Article 39.04(D), which are paid at the overtime rate set out in Article 27.05(C). ~~(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.

…

Amend the collective agreement, by changing the following:

…

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. Effective the first pay period after April 1, 2028, employees qualifying for time and a half under this paragraph 25.12(A), will be paid at two (2) times the straight-time rate of pay.

(B) On implementation of revised work schedules as outlined in 25.06(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.

…

Amend the collective agreement, by changing the following:

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

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. Effective the first pay period after April 1, 2028, should the thirty minutes off not be granted, then overtime rates of pay of two (2) times the regular rate shall prevail for the total of the meal period;

(3) in the event an employee in (1) above is recalled to duty during their meal period the provisions of (2) apply.

(C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their 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. Effective the first pay period after April 1, 2028, should the additional continuous time off not be granted, then overtime rates of pay of two (2) times 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. Effective the first pay period after April 1, 2028, the maximum overtime rates of pay for meal periods shall be two (2) times irrespective of the rates expressed in Article 27 Overtime.

Amend the collective agreement, by changing the following:

ARTICLE 27 – OVERTIME

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) Up to the time when paragraph (D) below comes into effect, ~~Overtime~~ 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 worked 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.

(D) Effective the first pay period after April 1, 2028, all hours worked as described in 27.05(A)(1) and (2) above will be paid at double time rates.

Amend the collective agreement, by changing the following:

27.07 Overtime By Seniority

~~Where a Health Authority/PHC has implemented automated call-in technology, overtime~~ Overtime that is pre-booked greater than forty-eight (48) hours in advance of the shift will be offered by seniority order.

For Employers other than Health Authorities and PHC, this provision will take effect on April 1, 2027.

Amend the collective agreement, by changing the following:

ARTICLE 28 – PREMIUMS

28.01 Evening and Night Shift Premium

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.

(A) ~~Effective April 1, 2022, the evening shift premium shall be $1.05 per hour.~~
Effective April 1, 2023, the evening shift premium shall be $1.40 per hour.

Effective the first pay period after April 1, 2026, the evening premium shall be $1.90 per hour.

Effective the first pay period after April 1, 2027, the evening premium shall be ~~$2.15~~ $2.20 per hour.

~~Effective the first pay period after April 1, 2028, the evening premium shall be $2.32.~~

(B) ~~Effective April 1, 2022, the night shift premium shall be $4.25 per hour~~. Effective April 1, 2023, the night shift premium shall be $5.00 per hour.

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

28.02 Weekend Shift Premium

Effective April 1, 2022, an employee shall be paid a weekend premium of $2.90 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective April 1, 2023, the weekend premium will be increased to $3.50.

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

…

28.05 Regular Premium

Effective April 1, 2023, all regular employees will be paid a premium of $2.15 per hour for each hour worked excluding overtime.

Effective the first pay period after April 1, 2026, the regular premium will be increased to $3.00 per hour for each hour worked excluding overtime.

Effective the first pay period after April 1, 2027, the regular premium will be increased to ~~$3.20~~ $3.55 for each hour worked excluding overtime.

~~Effective the first pay period after April 1, 2028, the regular premium will be increased to $3.60 for each hour worked excluding overtime.~~

…

Amend the collective agreement, by changing the following:

28.06 OR/PAR/ER/ICU/CCU/NICU/PICU Premium

~~Effective April 1, 2023,~~ Regular Level 3/4/5 nurses ~~employees~~ who are permanently assigned to one of the following departments ~~employed in~~:

(v) Operating Room and Post Anaesthetic Room (OR/PAR) ~~with permanently assigned staff~~;

(vi) Emergency Departments (ER) including emergency psychiatric services, ~~with permanently assigned staff~~;

(vii) Intensive Care/Critical Care Units (ICU/CCU) including Neonatal/Pediatric Intensive Care Units (NICU/PICU); ~~with permanently assigned staff.~~

will receive an additional premium of $2.00 per hour for each hour worked in the eligible department.

Effective the first pay period following April 1, 2026, Level 1 nurses permanently assigned to the operating room and Level 1 nurses permanently assigned to emergency departments as orthopaedic technologists will be eligible to receive this premium.

Amend the collective agreement, by changing the following:

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

…

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. Effective the first pay period after April 1, 2028, the employee will be compensated at two (2) times the straight-time rate of pay for telephone callbacks as described above.

…

Amend the collective agreement, by changing the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the ~~j~~ Joint Occupational Health and Safety Committee ("JOHSC") in promoting a safe and ~~healthful~~ healthy 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.

The Employer will consult with the Union Representative when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act* and Occupational Health and Safety Regulation.

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 JOHSC Members. JOHSC Members appointed by the Union shall be chosen by the Union membership or appointed by the Union. In accordance with the *Workers Compensation Act* and Occupational Health and Safety Regulation, each JOHSC must establish its own rules of procedure, including rules respecting how it is to perform its duties and functions.

NBA JOHSC Members (or alternates) will be provided time during work that is reasonably necessary to prepare for JOHSC meetings, and shall be released from their regular duties to attend JOHSC meetings and perform related duties and functions as set out in 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.

As outlined in the *Workers Compensation Act,* JOHSC Members shall be provided with adequate training and orientation regarding the duties and responsibilities of JOHSC 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 incident investigation involving an NBA member, the designated NBA JOHSC Member (or alternate) shall be released from their 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 request that SWITCH BC develop a universal format for JOHSC minutes and pursue the development of OH&S curriculum to improve JOHSC effectiveness within twelve (12) months of ratification.~~

Health Authorities and Providence Health Care (PHC) will continue to onboard to the OHS Resource Centre. Once onboarded to the OHS Resource Centre, Health Authorities/PHC will provide direction to JOHSCs to utilize the OHS Resource Centre to record meeting minutes and maintain other applicable records.

Once onboarded to the OHS Resource Centre, Health Authorities/PHC will provide the minutes of each JOHSC meeting through the OHS Resource Centre, not withstanding that they may also be maintained in other database systems.

~~Once per month,~~ Where an Employer has not been onboarded to the OHS Resource Centre, the Employer will make available to the Union, in electronic format, once per month, the minutes of each JOHSC meeting, including but not limited to appendices, decisions, recommendations, reports, data and investigations reviewed~~ed~~.

The JOHSC may request from the Employer information necessary to complete its duties and functions of the JOHSC outlined in the *Workers Compensation Act*. This information may include but is not limited to, incident and injury investigation reports, workplace hazard reports, employer safety inspection reports, exposure control plans, safety policies, procedures and practices, violence risk assessments, security incident reports, Code White / advanced team response reports, and regulatory inspections and orders related to employee occupational health and safety. Such information will be provided in a timely manner and will not be unreasonably withheld.

Every six (6) months, until such time as the health authority/PHC's JOHSCs have onboarded onto the OHS Resource Centre, the Employer shall provide to the Union, in ~~electronic format~~ Microsoft Excel or .csv, the following data:

- a list of all active Joint Occupational Health and Safety Committees;
- the areas that each committee is responsible for (such as facility, units or programs);
- where and when each committee meets;
- the names, positions, and committee appointment dates for all NBA members;
- the date each member received education as per the OHS Regulation and additional education referred to in the Collective Agreement or provided by the employer relating to occupational health and safety.

With the exception of Providence Health Care (PHC), Affiliate Employers may continue to provide this data in an electronic format other than Microsoft Excel or .csv.

Amend the collective agreement, by changing the following:

32.03 Safe Workplace

(A) The Employer and employees recognize the need for a safe and ~~healthful~~ healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence 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 a visit to clients in the community may request to be accompanied by a member of the inter-disciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits 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) 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. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.~~

(B) ~~(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,
- orientation with client population,
- development of appropriate ~~behavioral~~ behavioural care plans, and
- policies for safe client visits.

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) Employers agree to provide employees with violence prevention training based on the program that was originally designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide Joint Occupational Health and Safety Committees (JOHSC) with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. 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. The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines~~.

(C)~~(G)~~ The Employer will provide OHS supervisory training and annual refresher training to employees ~~to any nurse~~ who~~se job duties~~ perform supervisor duties as defined in the *Workers Compensation Act*. ~~include supervision and/or direction and annual refresher training.~~ This training will be considered a compulsory in-service in accordance with Article 35.02. This training will include knowledge of the *Workers Compensation Act*, Occupational Health and Safety Regulation, and its standards, policies, and guidelines applicable to supervisory roles, including the roles and responsibilities of a supervisor.

~~The Employer will provide the necessary training to employees who are commencing work in a supervisory role.~~

(D) ~~(I)~~ If employees are or may be exposed to biological agents, chemicals or substances, including but not limited to illicit drugs, street drugs, and any substances with unknown or inconsistent composition, regulated and unregulated substances,

while performing their duties, the Employer will complete a risk assessment and, in consultation with the JOHSC, implement controls to eliminate or minimize the identified risk. Controls may include, but are not limited to:

- Creating a site-specific exposure control plan in compliance with OHS Regulation exposure control plan requirements.
- Determining the education and training required to control worker exposure risks.
- Providing personal protective equipment (PPE) and education/training to employees on the safe use of the required PPE.

If an employee is concerned about how the Employer is managing the risk, the employee will raise their concern with their supervisor, the Joint Occupational Health and Safety Committee, or through the Employer OHS reporting process for follow up.

(E)~~(J)~~ Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle as defined by WorkSafeBC.

(F)~~(K)~~ No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and Occupational Health and Safety Regulation.

Amend the collective agreement, by changing the following:

32.05 Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents.

The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns

regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. 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. Employee participation in critical incident support is voluntary.

The Employer will consult with an employee who has suffered a work-related, traumatic incident as defined above, and can:

- release an employee for the remainder of their shift without loss of pay and
- provide transportation to medical care or to the employee's home if the employee is unable to travel safely on their own..

Amend the collective agreement, by changing the following:

32.06 Psychological Health ~~&~~ and Safety

The Employer and the Union agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.

The Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall continue their implementation of the Canadian Standards Association (CSA) Psychological Health and Safety Standard in all of their workplaces.

Health Authorities and ~~Providence Health Care~~ PHC shall regularly communicate their implementation of the CSA Psychological Health ~~&~~ and Safety Standard to their employees in Employer worksites.

The Employer and Union agree that the thirteen (13) psychological factors, as defined in the CSA Psychological Health and Safety Standard are:

- Organizational Culture
- Psychological and Social Support
- Clear Leadership ~~&~~ and Expectations
- Civility ~~&~~ and Respect
- Psychological Demands
- Growth ~~&~~ and Development
- Recognition ~~&~~ and Reward
- Involvement ~~&~~ and Influence
- Workload Management

- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

The Health Authorities and PHC's implementation of the Standard will reflect future amendments to the Standard.

The Employer and Union agree that each of these factors must be assessed and, where necessary, improved in an ongoing manner in order to establish and maintain psychologically safe workplaces.

The Employer and Union recognize the role of ~~Joint Occupational Health and Safety committees (~~JOHSC) in supporting psychologically healthy and safe workplaces. Therefore the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

In accordance with the CSA Psychological Health and Safety Standard, Health Authorities and PHC will make available information and education on workplace factors affecting psychological health and safety, including how to reduce hazards and risks that may cause psychological harm and how to enhance factors that promote psychological health and safety.

~~Within 120 days of ratification, the Employer and Union agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop standardized resources and education are developed in consultation with the Union to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces.~~

The Parties agree to participate with SWITCH BC in the development of suitable standardized resources to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces. The Parties recognize that these resources are meant to be consistent with the Standard and focus on prevention measures, including the identification, evaluation, and control of workplace psychological hazards.

Amend the collective agreement, by adding the following:

32.07 Sexual and Domestic Violence

(a) The Employer will revise or develop a policy to address sexual and domestic violence at the workplace. The policy will be made accessible to all employees within one hundred and eighty (180) days of ratification. The policy will include the following elements:

(i) Identify the process for reporting sexual and domestic violence,

(ii) A commitment to take appropriate action, which may include the creation and implementation of individualized safety plan(s) for impacted employee(s),

(iii) Protect employees' confidentiality and privacy, as required, while ensuring workplace safety for all, and

(iv) Ensure no adverse Employer action is taken against an employee for reporting sexual or domestic violence in good faith.

(b) Where the Employer becomes aware of sexual or domestic violence that may put an employee or employees at risk at the workplace, the Employer will conduct a risk assessment and where a risk is identified, will develop an employee-centred safety plan, including appropriate safety measures in accordance with the OHS Regulation.

(c) The Employer will indicate how to access available Employer supports and resources, and community resources. Employer supports and resources will reflect the principles of trauma-informed care to reduce unintentional re-traumatization.

Amend the collective agreement, by adding the following:

32.08 Violence Risk Mitigation

(A) 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. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.

(B) Where a risk of injury to employees from violence may be present in accordance with the provisions of the legislation and Occupational Health and Safety Regulation, the Employer will carry out a risk assessment, establish and document appropriate measures to eliminate or, where that is not possible, minimize risk, and communicate those risks and measures to employees.

(C) When the Employer is aware that a patient/resident/client/visitor has a history of violent behaviour, including violent conduct, weapon use, or threatening statements and behaviours, 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 violent behaviour. When the Employer is aware of violence-related risks before admission, transfers, reassessments, changes in presentation and care transitions between departments, units, facilities or employers, the Employer will have a process to inform those employees who may be exposed to the risk of violence. The Employer will provide in-services and/or instruction to employees who may be exposed to the risk of violence.

(D) An employee performing a visit to clients in the community may request to be accompanied by a member of the interdisciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

(E) In accordance with the *Workers Compensation Act*, following a reported workplace violence incident the Employer will investigate that incident, and ensure that any necessary corrective actions are taken and communicated to the affected employee(s).

(F) Employers agree to provide employees with violence prevention training based on the program that was originally designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide JOHSC with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. 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. The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines.

Amend the collective agreement, by changing the following:

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, current or former foster child or ward, child-in-law, parent (or alternatively step-parent or foster parent), sibling, step-sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparents, grandchild, legal guardian and any person who lives with an employee as a member of the employee's family.

If a member of an employee's family (as outlined in the list above) has been notified that death is imminent, the employee may use compassionate leave under this Article prior to the event of death. For clarity, "imminent" means the immediate family member has been admitted to hospice care, has been approved for medical assistance in dying (MAID), or has been advised by a physician that death is expected within three (3) months.

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for five (5) work days. Effective sixty (60) days following the ratification of the 2025 – 2029 Collective Agreement, compassionate leave of absence with pay will be granted for six (6) work days. The six (6) work days do not need to be consecutive.

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.)

[consequential amendments made Article 33 – Leave – Compassionate included under MOA Re: Extended Work Day/Compressed Work Week]

…

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for thirty seven point five (37.5) working hours. Effective sixty (60) days after the ratification of the 2025 – 2029 Collective Agreement, compassionate leave of absence with pay will be granted for forty-five (45) working hours.

…

Amend the collective agreement, by changing the following:

ARTICLE 37 – LEAVE – GENERAL

The Parties recognize and affirm the fundamental right of all employees to have their personal information, circumstances, and employment status treated with dignity, respect, and confidentiality. In particular, the Parties agree that the privacy of employees should be maintained when they are on any form of leave contemplated by the Provincial Collective Agreement.

Effective April 1, 2028, the Employer shall ensure that Employer administrative processes, such as completing timesheets, schedules, or other records, are designed in a way that employee's leave type or related personal information is protected and not unnecessarily disclosed to individuals who do not have a legitimate need to know.

37.01 Application

An employee granted any unpaid leave of absence totaling 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 their 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. However, where the employee submits the leave request with greater than twenty-one (21) days' notice, the Employer will provide its written response within ten (10) days of receiving the request. Where a request for leave is not granted, the Employer will, at the request of the employee, provide the reason(s) in writing.

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.)

~~**37.04 Domestic and Sexual Violence Leave**~~

~~(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:~~

~~(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;~~

~~(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and~~

~~(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.~~

~~(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.~~

~~(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, 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) Casual employees will not be required to be available for shifts as outlined above.~~

~~(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.~~

Amend the collective agreement, by adding the following:

37.03 Increments

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

…

37.0X Reservists' Leave – Canadian Armed Forces

Employees who are reservists in the Canadian Armed Forces are entitled to an unpaid leave absence for training, and when deployed to an operation inside Canada that will be aiding in dealing with an emergency or its aftermath or deployed to an operation outside Canada, including any pre-deployment or post-deployment activities.

An employee must request the leave in writing and provide the dates the leave is to begin and end:

(A) In the case of a deployment, the employee must provide such notice four (4) weeks before the leave is to begin, if possible, or as soon as is practicable, and keep the employer informed of changes to the length of the deployment which in turn affect the length of the leave.

(B) In the case of training, the employee must provide such notice four (4) weeks before the leave is to begin. As prescribed by the Reservists' Leave Regulation, as may be amended from time to time, the total amount of leave available for the purposes of training shall not exceed twenty (20) days per calendar year.

Reservists' leave is available to all eligible employees regardless of how long they have been employed and is non-discretionary. Regular employees taking such leave will continue to accrue seniority.

Amend the collective agreement, by changing the following:

ARTICLE 42 – LEAVE – SICK

…

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~~. Such employees may elect to have their banked overtime and/or accrued vacation leave credits paid out. (Reference Article 37 Leave – General and ~~Article 46.05~~Article 60 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance).

…

Amend the collective agreement, by changing the following:

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~~ wage 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 calculation of net pay must be established and placed in the employee's disability management case file once the claim is filed. Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums shall be taken into account when calculating "regular net take-home wages".

The term claim will not include any form of WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorkSafeBC arising from this claim.

Where WorkSafeBC reopens a claim for which an employee is in receipt of permanent partial disability benefits, the employee will be eligible for net pay.

(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 WorkSafeBC claim all benefits of the Agreement will continue to accrue. However, an employee off work on WorkSafeBC claim shall receive net wages as defined by (A) above, and benefits equaling 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 continue to 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.

Where an employee suffers an injury/illness due to workplace violence, the employer will maintain the employee's benefits and wages until the claim is adjudicated.

(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 while they are under an approved WorkSafeBC claim or awaiting adjudication of a claim, 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 their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their 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 incident covered by WorkSafeBC, shall be paid for from the employee's accumulated sick leave credits. Where WorkSafeBC approves a claim for the same period, the sick credits will be replenished.

Amend the collective agreement, by changing the following:

…

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 their normal off-duty hours.~~

~~(B)~~ (A) Where medical and/or dental appointments cannot be scheduled outside of the employee's working hours, sick leave with pay shall be granted. In such case, the employee must give the Employer as much notice as possible.

~~(C)~~ (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.

~~(D)~~ (C) The employee will be required to furnish proof of need in both (A) and (B) above.

Amend the collective agreement, by changing the following:

ARTICLE 43 – LEAVE – SPECIAL AND PERSONAL

43.01 Special Leave

(A) 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. Special leave shall be granted 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.

(B) Application

Special leave shall be granted as follows:

(1) marriage leave – five (5) days;

(2) parental leave – five (5) days;

(3) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;

(4) 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;

(5) leave of one (1) day may be added to ~~five (5)~~ six (6) days compassionate leave;

(6) leave of one (1) day may be taken for travel associated with compassionate leave;

(7) leave of up to three (3) days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

(8) Effective April 1, 2027, leave of up to one (1) day may be taken for attendance at the employee's Canadian citizenship ceremony, with a maximum of one (1) day per lifetime.

With the following consequential amendments to MEMORANDUM OF AGREEMENT Re Extended Work Day/Compressed Work Week

ARTICLE 43 – LEAVE – SPECIAL AND PERSONAL

(B) Application

Special leave shall be granted as follows:

(1) marriage leave – thirty-seven point five (37.5) hours;

(2) parental leave – thirty-seven point five (37.5) hours;

(3) to provide care to an immediate family member who has a serious illness up to fifteen (15) hours at one time;

(4) 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 point five (7.5) working hours per calendar year;

(5) leave of seven point five (7.5) hours may be added to ~~five (5)~~ six (6) days compassionate leave;

(6) leave of seven point five (7.5) hours may be taken for travel associated with compassionate leave;

(7) leave of up to twenty two point five (22.5) hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

(8) Effective April 1, 2027, leave of up to seven point five (7.5) hours may be taken for attendance at the employee's Canadian citizenship ceremony, with a maximum of seven point five (7.5) hours per lifetime.

Amend the collective agreement, by changing the following:

43.02 Personal Leave

Preamble

~~The parties agree to create a leave structure that better reflects the realities of the lives of working nurses.~~

The parties agree to the continued application of the full joint interpretation on personal leave signed April 1, 2023, a portion of which is reflected in the language below. In the event that anything contained in this article is found to conflict with the language of the

joint interpretation on personal leave signed April 1, 2023, the language of the joint interpretation will take precedence.

~~Effective January 1, 2023 and on each January 1 thereafter –~~ All regular full-time and part-time employees will receive two (2) personal leave days per calendar year. Such personal days are subject to operational requirements and the following:

(A) Personal leave days can be attached to other leaves of absence, including vacation and paid statutory holidays.

(B) Where an employee voluntarily accepts work during scheduled personal leave, the scheduled personal leave will be considered taken and will be paid out at straight time hourly rates. The employee will be entitled to overtime at the rate of double the employee's regular rate of pay for the hours they work during the scheduled personal leave.

(C) Notwithstanding the rest of this paragraph, employees on a leave of absence as of January 1st will not be eligible for or be awarded personal leave days for that calendar year. Employees who were otherwise eligible but who were on a leave of absence as of January 1st, and who return from that leave of absence within the first six months of the calendar year will receive upon their return the usual two (2) personal leave days for that calendar year. Employees who were otherwise eligible but who were on a leave of absence as of January 1st, and who return from that leave of absence in the latter six months of the calendar year, will receive one (I) personal leave day for that calendar year. No more than two (2) personal leave days may be awarded to an individual in a calendar year.

(D) Personal leave may not be banked or carried over to the next calendar year. Any personal leave not scheduled and taken by December 31st of each year will be paid out at straight time hourly rates. Personal leave days are not paid out upon termination or resignation of employment.

(E) Payment for individual days shall not be pro-rated for part-time employees.

An employee may take personal leave with less than 24 hours notice before the start of the shift only in circumstances where it is necessary to address an urgent and unanticipated matter (a "Short Notice Leave"). Short Notice Leaves will not be subject to operational requirements. The employer may require an employee seeking a Short Notice Leave to establish that it was used to address an urgent and unanticipated matter.

A casual employee who has their status temporarily changed from casual to regular pursuant to Article 17.02 or 17.03, and whose appointment is at least six (6) consecutive months in length, is entitled to personal leave days. When a Temporarily Appointed

Casual employee's status changes from regular back to casual, any personal leave not taken will remain available to the employee should they return to regular status later in the same calendar year. Unused personal leave will be paid out at straight time rates at the end of the year in accordance with the Joint Interpretation on Personal Leave signed April 1, 2023.

Amend the collective agreement, by changing the following:

ARTICLE 44 – LEAVE – UNION

44.01 Union Leave of Absence

An employee on an unpaid union leave of absence shall have their 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 requirement, 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 they hold the position.

(I) an employee who is elected or appointed to serve as President or in an equivalent full-time leadership role of a provincial, national or international union, federation, or labour organization affiliated with the NBA shall be granted a leave of absence for the full duration of their term of office.

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

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

44.02 Peak Period Restrictions

In order to facilitate the granting of vacation, union leave pursuant to Article 44.01(F) will not be granted during the following peak periods:

(a) June 25 – September 8

(b) Spring Break

(c) December 15 – January 5

Notwithstanding the above, where Union Leave is applied for by the Chief Executive Officer of the Union on behalf of its members, the leave will be granted using all reasonable efforts.

Amend the collective agreement, by changing the following:

ARTICLE 46 – CEREMONIAL, CULTURAL, SPIRITUAL, ~~AND~~ COMPASSIONATE, AND SPECIAL LEAVE FOR INDIGENOUS EMPLOYEES

Indigenous employees have a right upheld by BC Law, including the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 14, to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

46.01 Definitions:

A ceremonial, cultural, or spiritual practice ~~event~~ under this section includes any practice, tradition, or event that is significant to an Indigenous employee's culture. Examples of significant cultural practices, traditions, and events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts, traditional hunting/food harvesting or medicine gathering, ~~or~~ ceremonies held following a significant family event (including the death of a family member), or Indigenous Commemoration Events as defined below.

Indigenous Commemoration Events under this provision are gatherings that are for the purpose of commemorating, grieving, or recognizing historic, ongoing, and or newly arising significant events that affect or have affected Indigenous peoples. For example, these could include (but not be limited to):

- Events commemorating missing and disappeared children and unmarked burials
- February 14: Women's Memorial March
- May 5: Red Dress Day
- October 4: National Day of Action for MMIWG2S+

"Family" for the purposes of accessing Compassionate leave includes an Indigenous Elder* or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

"Immediate Family" for the purpose of accessing special leave under Article 43 includes an Indigenous worker's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling , step-sibling, sibling-in-law, grandparent,

grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder*, or any individual an Indigenous worker considers family consistent with their Indigenous cultural practices.

* An Indigenous Elder is designated as such by their community.

46.02 Entitlement to Ceremonial, Cultural, and Spiritual Leave

a. ~~Effective April 1, 2023, an~~ An Indigenous employee may request up to five (5) days (i.e. 37.5 hours) of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual practice(s) ~~event(s)~~. The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 33.01 – Compassionate Leave as applicable (and per the expanded definition of "family").

b. Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual practice ~~event~~, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable.

c. When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual practices ~~events~~, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or practices ~~events~~, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

d. The employer will share annually with the Union relevant and available aggregate data relating to utilization of this leave. In consideration of the unique harms that improper or inadvertent use or disclosure of this data could cause, the Union will ensure safeguards are in place which, among other things, limit access to this data as much as practicably possible. The parties agree that the purpose of sharing this data is to further the parties' shared commitment to reconciliation and decolonization. To this end, the Union will obtain the providing employer's agreement prior to utilizing the data for any external purpose.

Amend the collective agreement, by changing the following:

ARTICLE 47 – ~~WORKERS' COMPENSATION~~ LEAVE – INDIGENOUS CHILD CARE

~~(A) All employees shall be covered by the provisions of the Workers' Compensation Act.~~

~~(Reference Article 42 – Leave – Sick)~~

Effective ~~April 1, 2026~~ 30 days following the date of ratification, an employee who has an established relationship with an Indigenous child or has a cultural or traditional responsibility towards an Indigenous child and who is authorized to provide daily care for the Indigenous child in place of the child's parent(s) by either:

(A) an Indigenous governing entity; or

(B) the Ministry of Children and Family Development (specifically as a kinship care provider).

may request up to sixty-two (62) consecutive weeks of unpaid leave to provide care of the Indigenous child and to ensure familial, cultural, and community continuity. Upon request, employees will be granted leave. For clarity, an employee who is a foster caregiver of an Indigenous child does not qualify for this leave unless the employee has also been authorized to care for the child specifically under (A) or (B) above.

An "Indigenous child" means a person:

- who is under nineteen (19) years of age, and
- who is a First Nations child, a Metis child, or an Inuit child, and includes:
    - a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
    - a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

An employee who intends to return to work on or before completion of the (sixty-two) 62 consecutive weeks leave will notify the Employer as soon as possible but no less than fourteen (14) days' notice of their return. Upon return to work, the employee will continue in their former position.

Employees taking leave under this provision will be deemed to have continuous employment and will receive any benefits and accruals that they would be entitled to if they were on pregnancy or parental leave (excluding any supplemental employment benefits).

Amend the collective agreement, by changing the following:

ARTICLE 49 – PENSION PLAN

49.01 Municipal Pension Plan

Regular employees (including employees in temporary appointments or temporary positions) 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.

[The above amendments do not alter and are intended to reflect the terms of the parties' settlement agreement, dated September 19, 2025, which remains in effect.]

Amend the collective agreement, by changing the following:

ARTICLE 54 – ISOLATION TRAVEL ALLOWANCE

~~Effective April 1, 2023 employees~~ Employees shall be paid a lump sum isolation travel allowance of one hundred and fifty dollars ($150) 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 St. James	Port Alice
Alexis Creek	Fort St. John	Port Hardy
Anaham	Fraser Lake	Port McNeill
Atlin	Gold River	Pouce Coupe
Bamfield	Grand Forks, Kettle Valley*	Prince Rupert
Bella Bella (Waglisla)	Hazelton	~~Daajing Giids~~
Bella Coola	Hope*	Smithers
Blue River	Houston	Sointula*
Boston Bar*	Hudson Hope	Sparwood
Burns Lake	Kaslo	Stewart
Chetwynd	Kitimat	Tahsis
Daajing Giids	Kyuquot	Tatla Lake
Dawson Creek	Lillooet	Terrace
Dease Lake	Lytton*	Texada Island*
Edgewood	MacKenzie	Tofino
Elk Valley	Masset	Tumbler Ridge
Elkford	McBride	Ucluelet*
Fernie	Nakusp	Valemount
Fort Nelson	New Denver	Vanderhoof
		Zeballos*

Effective April 1, 2027, the communities denoted above by an asterisk (*) will be entitled to the isolation travel allowance as outlined above.

~~The parties will meet to discuss what principles might be developed for eligibility on this list and may make joint recommendations with respect to the modernization of this list (e.g. removing or adding certain communities) in advance of the next round of collective bargaining.~~

Amend the collective agreement, by changing the following:

ARTICLE 56 – PAYMENT OF WAGES

…

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. Health Authorities and PHC will issue retroactive payments of General Wage Increases to current employees within one-hundred twenty (120) days of the ratification of the Collective 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.

Where an employee requests an explanation of the calculation of their retroactive payments, the Employer will provide the employee with a statement of wages consistent with Article 56.04.

…

Amend the collective agreement, by changing the following:

ARTICLE 59 – PROFESSIONAL RESPONSIBILITY CLAUSE

~~*Note: This language is not operational until ratification of the next Collective Agreement. See Appendix KK Memorandum of Agreement re Professional Responsibility Process*~~

Given the time since this language was operational, various aspects of the following provision are not currently in place and/or are outdated. Prior to recommencing this process, the Parties will work together starting no later than sixty (60) days of the ratification of the 2025-29 Collective Agreement to develop the required education, documents, terms of reference, etc. and identify and revise this Article to realign and modernize the language to ensure the process facilitates an efficient, productive and collaborative process for nurses raising meaningful professional responsibility concerns. The Parties will complete this work and this provision will be operative on or by ~~November 30, 2026~~six (6) months following the ratification date.

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 their 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 companied 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.

Amend the collective agreement, by changing the following:

ARTICLE 61 – EFFECTIVE AND TERMINATING DATES

(A) This Agreement shall be effective from April 1, ~~2022~~ 2025 and shall remain in force and be binding upon the parties until March 31, ~~2025~~ 2029 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.

Amend the collective agreement, by changing the following:

ARTICLE 62 – 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
*Level 1 (LPN)**	LPN1	LPN1		
Level 2 (LPN)	LPN 2	LPN2	LPN2	
*Level 3 (RN/RPN)***	CH1	DC1		PS1
Level 4 (RN/RPN)	CH2A/CH2B	DC2A/DC2B	ED2	PS2
Level 5 (RN/RPN)	CH3	DC3	ED3	PS3
Level 6 (RN/RPN)	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, they shall be placed at the lowest step in the new increment structure that shall give them 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.

Effective the first pay period after April 1, 2026, in the event that an employee moves from a Licensed Practical Nurse position to a Registered Nurse or Registered Psychiatric Nurse position that will be considered a promotion and the requirements of Article 18.06 will be triggered.

* 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 they are 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.

Amend the collective agreement, by changing the following:

ARTICLE 63 – WAGE SCHEDULES

A.1 – General Wage Increases

Wage rates for all employees covered by the HEABC-NBA Provincial Collective Agreement who are on the Level 1, Level 2, Level 3, Level 4, Level 5 or Level 6 wages schedules will increase effective the first pay period after the following dates and at the indicated rates:

Year 1: April 1, 2025: 3% general wage increase (GWI)

Year 2: April 1, 2026: 3% GWI

Year 3: April 1, 2027: 3% GWI

Year 4: April 1, 2028: 3% GWI

~~Year 1~~

- ~~April 1, 2022: Increase rates of pay by an average of 3.82%.~~
  - ~~The average increase of 3.82% consists of a $0.25 per hour and then a 3.24% general wage increase (GWI) to be applied across all increment steps.~~

~~Year 2~~

- ~~April 1, 2023: Increase rates of pay by 5.5%.~~
- ~~An additional GWI of up to 1.25% in accordance with a Cost of Living Adjustment (COLA).~~

~~Year 3:~~

- ~~April 1, 2024: Increase rates of pay by 2%.~~
- ~~An additional GWI of up to 1% in accordance with a Cost of Living Adjustment (COLA).~~

~~Note: Average increase information is an approximation based on data currently available.~~

Amend the collective agreement, by changing the following:

…

A.2 – Forensic and Corrections Premium

Forensic employees will be placed on the appropriate wage schedule and shall be paid an additional hourly premium equal to:

1. Forensic Nurse A (Maximum, Multi-level Security): 4% of the hourly rate specified for a Nurse Level 3, Eighth Year; and
2. Forensic Nurse B (Minimum, Medium Security, and Forensic Community Liaison Nurses (FCLNs)), and, effective the first pay period after April 1, 2026, nurses working in Correctional Health Services: 2% of the hourly rate specified for a Nurse Level 3, Fourth Year.

Amend the collective agreement, by changing the following:

A.3 – General Wage Schedules

Effective First Pay Period After April 1, 2025 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 1 (LPN)	5,497.00	5,655.00	5,775.00	5,939.00	6,103.00	6,267.00	6,430.00	6,594.00	6,758.00	6,922.00
	33.83	34.80	35.54	36.55	37.56	38.57	39.57	40.58	41.59	42.60
Recognition Pay										
15 Years/29,250 Hours	5,583.50	5,741.13	5,861.38	6,025.50	6,189.63	6,353.75	6,516.25	6,680.38	6,844.50	7,008.63
	34.36	35.33	36.07	37.08	38.09	39.10	40.10	41.11	42.12	43.13
20 Years/39,000 Hours	5,713.50	5,871.13	5,991.38	6,155.50	6,319.63	6,483.75	6,646.25	6,810.38	6,974.50	7,138.63
	35.16	36.13	36.87	37.88	38.89	39.90	40.90	41.91	42.92	43.93
25 Years/48,750 Hours	5,885.75	6,043.38	6,163.63	6,327.75	6,491.88	6,656.00	6,818.50	6,982.63	7,146.75	7,310.88
	36.22	37.19	37.93	38.94	39.95	40.96	41.96	42.97	43.98	44.99
30 Years/58,500 Hours	6,101.88	6,259.50	6,379.75	6,543.88	6,708.00	6,872.13	7,034.63	7,198.75	7,362.88	7,527.00
	37.55	38.52	39.26	40.27	41.28	42.29	43.29	44.30	45.31	46.32
Level 2 (LPN)	5,724.00	5,889.00	6,016.00	6,180.00	6,344.00	6,508.00	6,671.00	6,835.00	6,999.00	7,163.00
	35.22	36.24	37.02	38.03	39.04	40.05	41.05	42.06	43.07	44.08
Recognition Pay										
15 Years/29,250 Hours	5,809.38	5,975.13	6,101.88	6,266.00	6,430.13	6,594.25	6,756.75	6,920.88	7,085.00	7,249.13
	35.75	36.77	37.55	38.56	39.57	40.58	41.58	42.59	43.60	44.61
20 Years/39,000 Hours	5,939.38	6,105.13	6,231.88	6,396.00	6,560.13	6,724.25	6,886.75	7,050.88	7,215.00	7,379.13
	36.55	37.57	38.35	39.36	40.37	41.38	42.38	43.39	44.40	45.41
25 Years/48,750 Hours	6,111.63	6,277.38	6,404.13	6,568.25	6,732.38	6,896.50	7,059.00	7,223.13	7,387.25	7,551.38
	37.61	38.63	39.41	40.42	41.43	42.44	43.44	44.45	45.46	46.47
30 Years/58,500 Hours	6,327.75	6,493.50	6,620.25	6,784.38	6,948.50	7,112.63	7,275.13	7,439.25	7,603.38	7,767.50
	38.94	39.96	40.74	41.75	42.76	43.77	44.77	45.78	46.79	47.80

Effective First Pay Period After April 1, 2025 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 3 (RN/RPN)*	6,932.00	7,198.00	7,462.00	7,733.00	8,004.00	8,275.00	8,546.00	8,817.00	9,087.00	9,358.00
	42.66	44.30	45.92	47.59	49.26	50.92	52.59	54.26	55.92	57.59
Recognition Pay										
15 Years/29,250 Hours	7,018.38	7,284.88	7,548.13	7,819.50	8,090.88	8,360.63	8,632.00	8,903.38	9,173.13	9,444.50
	43.19	44.83	46.45	48.12	49.79	51.45	53.12	54.79	56.45	58.12
20 Years/39,000 Hours	7,148.38	7,414.88	7,678.13	7,949.50	8,220.88	8,490.63	8,762.00	9,033.38	9,303.13	9,574.50
	43.99	45.63	47.25	48.92	50.59	52.25	53.92	55.59	57.25	58.92
25 Years/48,750 Hours	7,320.63	7,587.13	7,850.38	8,121.75	8,393.13	8,662.88	8,934.25	9,205.63	9,475.38	9,746.75
	45.05	46.69	48.31	49.98	51.65	53.31	54.98	56.65	58.31	59.98
30 Years/58,500 Hours	7,536.75	7,803.25	8,066.50	8,337.88	8,609.25	8,879.00	9,150.38	9,421.75	9,691.50	9,962.88
	46.38	48.02	49.64	51.31	52.98	54.64	56.31	57.98	59.64	61.31
Level 4 (RN/RPN)	8,235.00	8,494.00	8,753.00	9,020.00	9,286.00	9,554.00	9,821.00	10,089.00	10,356.00	10,623.00
	50.68	52.27	53.86	55.51	57.14	58.79	60.44	62.09	63.73	65.37
Recognition Pay										
15 Years/29,250 Hours	8,321.63	8,580.00	8,838.38	9,106.50	9,371.38	9,639.50	9,907.63	10,175.75	10,442.25	10,708.75
	51.21	52.80	54.39	56.04	57.67	59.32	60.97	62.62	64.26	65.90
20 Years/39,000 Hours	8,451.63	8,710.00	8,968.38	9,236.50	9,501.38	9,769.50	10,037.63	10,305.75	10,572.25	10,838.75
	52.01	53.60	55.19	56.84	58.47	60.12	61.77	63.42	65.06	66.70
25 Years/48,750 Hours	8,623.88	8,882.25	9,140.63	9,408.75	9,673.63	9,941.75	10,209.88	10,478.00	10,744.50	11,011.00
	53.07	54.66	56.25	57.90	59.53	61.18	62.83	64.48	66.12	67.76
30 Years/58,500 Hours	8,840.00	9,098.38	9,356.75	9,624.88	9,889.75	10,157.88	10,426.00	10,694.13	10,960.63	11,227.13
	54.40	55.99	57.58	59.23	60.86	62.51	64.16	65.81	67.45	69.09

Effective First Pay Period After April 1, 2025 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 5 (RN/RPN)	8,768.00	9,027.00	9,285.00	9,552.00	9,820.00	10,087.00	10,355.00	10,621.00	10,888.00	11,156.00
	53.96	55.55	57.14	58.78	60.43	62.07	63.72	65.36	67.00	68.65
Recognition Pay										
15 Years/29,250 Hours	8,854.63	9,113.00	9,371.38	9,637.88	9,906.00	10,172.50	10,440.63	10,707.13	10,973.63	11,241.75
	54.49	56.08	57.67	59.31	60.96	62.60	64.25	65.89	67.53	69.18
20 Years/39,000 Hours	8,984.63	9,243.00	9,501.38	9,767.88	10,036.00	10,302.50	10,570.63	10,837.13	11,103.63	11,371.75
	55.29	56.88	58.47	60.11	61.76	63.40	65.05	66.69	68.33	69.98
25 Years/48,750 Hours	9,156.88	9,415.25	9,673.63	9,940.13	10,208.25	10,474.75	10,742.88	11,009.38	11,275.88	11,544.00
	56.35	57.94	59.53	61.17	62.82	64.46	66.11	67.75	69.39	71.04
30 Years/58,500 Hours	9,373.00	9,631.38	9,889.75	10,156.25	10,424.38	10,690.88	10,959.00	11,225.50	11,492.00	11,760.13
	57.68	59.27	60.86	62.50	64.15	65.79	67.44	69.08	70.72	72.37
Level 6 (RN/RPN)	9,124.00	9,382.00	9,641.00	9,908.00	10,174.00	10,442.00	10,709.00	10,977.00	11,243.00	11,511.00
	56.15	57.74	59.33	60.97	62.61	64.26	65.90	67.55	69.19	70.84
Recognition Pay										
15 Years/29,250 Hours	9,210.50	9,468.88	9,727.25	9,993.75	10,260.25	10,528.38	10,794.88	11,063.00	11,329.50	11,597.63
	56.68	58.27	59.86	61.50	63.14	64.79	66.43	68.08	69.72	71.37
20 Years/39,000 Hours	9,340.50	9,598.88	9,857.25	10,123.75	10,390.25	10,658.38	10,924.88	11,193.00	11,459.50	11,727.63
	57.48	59.07	60.66	62.30	63.94	65.59	67.23	68.88	70.52	72.17
25 Years/48,750 Hours	9,512.75	9,771.13	10,029.50	10,296.00	10,562.50	10,830.63	11,097.13	11,365.25	11,631.75	11,899.88
	58.54	60.13	61.72	63.36	65.00	66.65	68.29	69.94	71.58	73.23
30 Years/58,500 Hours	9,728.88	9,987.25	10,245.63	10,512.13	10,778.63	11,046.75	11,313.25	11,581.38	11,847.88	12,116.00
	59.87	61.46	63.05	64.69	66.33	67.98	69.62	71.27	72.91	74.56

Effective First Pay Period After April 1, 2026 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 1 (LPN)	5,662.00	5,825.00	5,948.00	6,117.00	6,286.00	6,455.00	6,623.00	6,792.00	6,961.00	7,130.00
	34.84	35.85	36.60	37.64	38.68	39.72	40.76	41.80	42.84	43.88
Recognition Pay										
15 Years/29,250 Hours	5,750.88	5,915.00	6,036.88	6,205.88	6,374.88	6,543.88	6,712.88	6,881.88	7,050.88	7,219.88
	35.39	36.40	37.15	38.19	39.23	40.27	41.31	42.35	43.39	44.43
20 Years/39,000 Hours	5,884.13	6,048.25	6,170.13	6,339.13	6,508.13	6,677.13	6,846.13	7,015.13	7,184.13	7,353.13
	36.21	37.22	37.97	39.01	40.05	41.09	42.13	43.17	44.21	45.25
25 Years/48,750 Hours	6,061.25	6,225.38	6,347.25	6,516.25	6,685.25	6,854.25	7,023.25	7,192.25	7,361.25	7,530.25
	37.30	38.31	39.06	40.10	41.14	42.18	43.22	44.26	45.30	46.34
30 Years/58,500 Hours	6,283.88	6,448.00	6,569.88	6,738.88	6,907.88	7,076.88	7,245.88	7,414.88	7,583.88	7,752.88
	38.67	39.68	40.43	41.47	42.51	43.55	44.59	45.63	46.67	47.71
Level 2 (LPN)	5,896.00	6,066.00	6,196.00	6,365.00	6,534.00	6,703.00	6,871.00	7,040.00	7,209.00	7,378.00
	36.28	37.33	38.13	39.17	40.21	41.25	42.28	43.32	44.36	45.40
Recognition Pay										
15 Years/29,250 Hours	5,984.88	6,155.50	6,285.50	6,454.50	6,623.50	6,792.50	6,959.88	7,128.88	7,297.88	7,466.88
	36.83	37.88	38.68	39.72	40.76	41.80	42.83	43.87	44.91	45.95
20 Years/39,000 Hours	6,118.13	6,288.75	6,418.75	6,587.75	6,756.75	6,925.75	7,093.13	7,262.13	7,431.13	7,600.13
	37.65	38.70	39.50	40.54	41.58	42.62	43.65	44.69	45.73	46.77
25 Years/48,750 Hours	6,295.25	6,465.88	6,595.88	6,764.88	6,933.88	7,102.88	7,270.25	7,439.25	7,608.25	7,777.25
	38.74	39.79	40.59	41.63	42.67	43.71	44.74	45.78	46.82	47.86
30 Years/58,500 Hours	6,517.88	6,688.50	6,818.50	6,987.50	7,156.50	7,325.50	7,492.88	7,661.88	7,830.88	7,999.88
	40.11	41.16	41.96	43.00	44.04	45.08	46.11	47.15	48.19	49.23

Effective First Pay Period After April 1, 2026 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 3 (RN/RPN)*	7,140.00	7,414.00	7,686.00	7,965.00	8,244.00	8,523.00	8,802.00	9,082.00	9,360.00	9,639.00
	43.94	45.62	47.30	49.02	50.73	52.45	54.17	55.89	57.60	59.32
Recognition Pay										
15 Years/29,250 Hours	7,229.63	7,502.63	7,775.63	8,055.13	8,333.00	8,612.50	8,892.00	9,171.50	9,449.38	9,728.88
	44.49	46.17	47.85	49.57	51.28	53.00	54.72	56.44	58.15	59.87
20 Years/39,000 Hours	7,362.88	7,635.88	7,908.88	8,188.38	8,466.25	8,745.75	9,025.25	9,304.75	9,582.63	9,862.13
	45.31	46.99	48.67	50.39	52.10	53.82	55.54	57.26	58.97	60.69
25 Years/48,750 Hours	7,540.00	7,813.00	8,086.00	8,365.50	8,643.38	8,922.88	9,202.38	9,481.88	9,759.75	10,039.25
	46.40	48.08	49.76	51.48	53.19	54.91	56.63	58.35	60.06	61.78
30 Years/58,500 Hours	7,762.63	8,035.63	8,308.63	8,588.13	8,866.00	9,145.50	9,425.00	9,704.50	9,982.38	10,261.88
	47.77	49.45	51.13	52.85	54.56	56.28	58.00	59.72	61.43	63.15
Level 4 (RN/RPN)	8,482.00	8,749.00	9,016.00	9,291.00	9,565.00	9,841.00	10,116.00	10,392.00	10,667.00	10,942.00
	52.20	53.84	55.48	57.18	58.86	60.56	62.25	63.95	65.64	67.34
Recognition Pay										
15 Years/29,250 Hours	8,571.88	8,838.38	9,104.88	9,381.13	9,654.13	9,930.38	10,205.00	10,481.25	10,755.88	11,032.13
	52.75	54.39	56.03	57.73	59.41	61.11	62.80	64.50	66.19	67.89
20 Years/39,000 Hours	8,705.13	8,971.63	9,238.13	9,514.38	9,787.38	10,063.63	10,338.25	10,614.50	10,889.13	11,165.38
	53.57	55.21	56.85	58.55	60.23	61.93	63.62	65.32	67.01	68.71
25 Years/48,750 Hours	8,882.25	9,148.75	9,415.25	9,691.50	9,964.50	10,240.75	10,515.38	10,791.63	11,066.25	11,342.50
	54.66	56.30	57.94	59.64	61.32	63.02	64.71	66.41	68.10	69.80
30 Years/58,500 Hours	9,104.88	9,371.38	9,637.88	9,914.13	10,187.13	10,463.38	10,738.00	11,014.25	11,288.88	11,565.13
	56.03	57.67	59.31	61.01	62.69	64.39	66.08	67.78	69.47	71.17

Effective First Pay Period After April 1, 2026 (3% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Level 5 (RN/RPN)	9,031.00	9,298.00	9,564.00	9,839.00	10,115.00	10,390.00	10,666.00	10,940.00	11,215.00	11,491.00
	55.58	57.22	58.86	60.55	62.25	63.94	65.64	67.32	69.02	70.71
Recognition Pay										
15 Years/29,250 Hours	9,121.13	9,387.63	9,654.13	9,928.75	10,205.00	10,479.63	10,755.88	11,028.88	11,305.13	11,579.75
	56.13	57.77	59.41	61.10	62.80	64.49	66.19	67.87	69.57	71.26
20 Years/39,000 Hours	9,254.38	9,520.88	9,787.38	10,062.00	10,338.25	10,612.88	10,889.13	11,162.13	11,438.38	11,713.00
	56.95	58.59	60.23	61.92	63.62	65.31	67.01	68.69	70.39	72.08
25 Years/48,750 Hours	9,431.50	9,698.00	9,964.50	10,239.13	10,515.38	10,790.00	11,066.25	11,339.25	11,615.50	11,890.13
	58.04	59.68	61.32	63.01	64.71	66.40	68.10	69.78	71.48	73.17
30 Years/58,500 Hours	9,654.13	9,920.63	10,187.13	10,461.75	10,738.00	11,012.63	11,288.88	11,561.88	11,838.13	12,112.75
	59.41	61.05	62.69	64.38	66.08	67.77	69.47	71.15	72.85	74.54
Level 6 (RN/RPN)	9,398.00	9,663.00	9,930.00	10,205.00	10,479.00	10,755.00	11,030.00	11,306.00	11,580.00	11,856.00
	57.83	59.46	61.11	62.80	64.49	66.18	67.88	69.58	71.26	72.96
Recognition Pay										
15 Years/29,250 Hours	9,486.75	9,751.63	10,019.75	10,294.38	10,569.00	10,843.63	11,119.88	11,396.13	11,669.13	11,945.38
	58.38	60.01	61.66	63.35	65.04	66.73	68.43	70.13	71.81	73.51
20 Years/39,000 Hours	9,620.00	9,884.88	10,153.00	10,427.63	10,702.25	10,976.88	11,253.13	11,529.38	11,802.38	12,078.63
	59.20	60.83	62.48	64.17	65.86	67.55	69.25	70.95	72.63	74.33
25 Years/48,750 Hours	9,797.13	10,062.00	10,330.13	10,604.75	10,879.38	11,154.00	11,430.25	11,706.50	11,979.50	12,255.75
	60.29	61.92	63.57	65.26	66.95	68.64	70.34	72.04	73.72	75.42
30 Years/58,500 Hours	10,019.75	10,284.63	10,552.75	10,827.38	11,102.00	11,376.63	11,652.88	11,929.13	12,202.13	12,478.38
	61.66	63.29	64.94	66.63	68.32	70.01	71.71	73.41	75.09	76.79

Year 3 Wage Schedule (Placeholder)

Year 4 Wage Schedule (Placeholder)

Once finalized between the parties, Year 3 (fiscal 2027/2028) and Year 4 (fiscal 2028/2029) Wage Schedules will be added here in an updated version of this Summary of Changes. These Wage Schedules will reflect the changes set out in the November 18, 2026 interest arbitration award. This Summary of Changes will also be updated to reflect any consequential language changes as a result of the Award.

Special Wage Rate Schedules for Pine Free Clinic Nurses

Effective First Pay Period After April 1, 2025 (3.0% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Monthly Rate	7,337.00	7,625.00	7,910.00	8,180.00	8,451.00	8,722.00	8,992.00	9,263.00	9,534.00	9,805.00
Hourly Rate	45.15	46.92	48.68	50.34	52.01	53.67	55.34	57.00	58.67	60.34
Recognition Pay										
15 Years/29,250 Hours	7,423.00	7,710.63	7,996.63	8,266.38	8,537.75	8,807.50	9,078.88	9,348.63	9,620.00	9,891.38
	45.68	47.45	49.21	50.87	52.54	54.20	55.87	57.53	59.20	60.87
20 Years/39,000 Hours	7,553.00	7,840.63	8,126.63	8,396.38	8,667.75	8,937.50	9,208.88	9,478.63	9,750.00	10,021.38
	46.48	48.25	50.01	51.67	53.34	55.00	56.67	58.33	60.00	61.67
25 Years/48,750 Hours	7,725.25	8,012.88	8,298.88	8,568.63	8,840.00	9,109.75	9,381.13	9,650.88	9,922.25	10,193.63
	47.54	49.31	51.07	52.73	54.40	56.06	57.73	59.39	61.06	62.73
30 Years/58,500 Hours	7,941.38	8,229.00	8,515.00	8,784.75	9,056.13	9,325.88	9,597.25	9,867.00	10,138.38	10,409.75
	48.87	50.64	52.40	54.06	55.73	57.39	59.06	60.72	62.39	64.06

Effective First Pay Period After April 1, 2026 (3.0% GWI)										
	Increment First Year	Increment Second Year	Increment Third Year	Increment Fourth Year	Increment Fifth Year	Increment Sixth Year	Increment Seventh Year	Increment Eighth Year	Increment Ninth Year	Increment Tenth Year
Monthly Rate	7,557.00	7,854.00	8,147.00	8,425.00	8,705.00	8,984.00	9,262.00	9,541.00	9,820.00	10,099.00
Hourly Rate	46.50	48.33	50.14	51.85	53.57	55.29	57.00	58.71	60.43	62.15
Recognition Pay										
15 Years/29,250 Hours	7,645.63	7,943.00	8,237.13	8,515.00	8,794.50	9,074.00	9,351.88	9,629.75	9,909.25	10,188.75
	47.05	48.88	50.69	52.40	54.12	55.84	57.55	59.26	60.98	62.70
20 Years/39,000 Hours	7,778.88	8,076.25	8,370.38	8,648.25	8,927.75	9,207.25	9,485.13	9,763.00	10,042.50	10,322.00
	47.87	49.70	51.51	53.22	54.94	56.66	58.37	60.08	61.80	63.52
25 Years/48,750 Hours	7,956.00	8,253.38	8,547.50	8,825.38	9,104.88	9,384.38	9,662.25	9,940.13	10,219.63	10,499.13
	48.96	50.79	52.60	54.31	56.03	57.75	59.46	61.17	62.89	64.61
30 Years/58,500 Hours	8,178.63	8,476.00	8,770.13	9,048.00	9,327.50	9,607.00	9,884.88	10,162.75	10,442.25	10,721.75
	50.33	52.16	53.97	55.68	57.40	59.12	60.83	62.54	64.26	65.98

Amend the collective agreement, by changing the following:

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

…

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. Effective the first pay period after April 1, 2028, the above-referenced sixty (60) minutes of pay will be at two (2) times the straight-time rate of pay.

…

27.05 Overtime Pay Calculation

(A) Up to the time when paragraph (D) below comes into effect, ~~Pursuant~~ 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.

(D) Effective the first pay period after April 1, 2028, all hours worked as described in 27.05(A)(1) and (2) above will be paid at double time rates.

Amend the collective agreement, by changing the following:

APPENDIX A.2

MEMORANDUM OF AGREEMENT

ENHANCED DISABILITY MANAGEMENT – 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 twenty~~-two~~ four (2~~2~~4) 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
5	FHA
1	PHSA
1	Providence
4	VIHA
4	IHA
~~1~~2	NHA
1	Affiliate Sites
~~2~~3	Vacation Backfill (with two from the Fraser Health Authority and one from another health authority/PHC)
~~22~~4	Total

The increase of total EDMP representatives from twenty-two (22) to twenty-four (24) established in the 2025 – 2029 Collective Agreement will come into effect April 1, 2027.

On request, the parties will provide a list of their respective EDMP representatives by region. Effective April 1, 2023, the affiliate representative will be selected from a Health Authority/Providence Health Care.

EDMP representatives are entitled to up to a maximum of six (6) weeks of vacation backfill.

The parties agree that the cost of the twenty-~~two~~ four (~~2~~24) regional union disability management representatives will be funded out of the Appendix A.1 – Enhanced Disability Management Program – Administration.

Regional assignments will be determined by mutual agreement between the parties.

Normally, only one (1) EDMP representative will participate in case-specific meetings or issues at the same time, unless mutually agreed between the Employer and Union at the local level. Notwithstanding, meetings should normally have a similar number of attendees from the Employer and Union. In the event that the Union desires an additional person to attend for mentorship or training, they may apply for union leave under Article 44.01(F).

The parties agree to use technology, where appropriate, (e.g., ZOOM, teleconference) to allow representatives to support remote sites in a cost efficient and effective manner.

Hours of Work and Remuneration

EDMP representatives will have the same hours of work and receive the same remuneration as the positions under Appendix W – Full Time Steward and Steward at Large Position.

Amend the collective agreement, by changing the following:

APPENDIX A.3

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 from the 20-day end of the benefit continuation deadline onward for the remaining eligibility waiting period for LTD or the appeal period not to exceed twelve (12) months. Where the eligibility waiting period for LTD or the appeal period extends beyond twelve (12) months and up to eighteen (18) months, the Union will reimburse 100% of the cost of benefit premiums from the Appendix A.4 Fund for this additional period.

Amend the collective agreement, by changing the following:

APPENDIX A.6

MEMORANDUM OF AGREEMENT

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. Within three (3) weeks of the medical being received from the employee, the Employer, will review the received medical documentation and either make a determination to accept the medical or indicate that more information is required. Should further information be required, the Employer will provide rationale to support its decision.

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:

i) offer the employee an accommodation;

ii) offer the employee transitional work; or

iii) ~~must~~ begin paying the employee at their previous rate of pay.

Transitional work may include various nursing duties, access to education funds to upgrade skills or special projects.

d) For the purpose of this provision, previous rate of pay means the employee's pre-disability straight-time rate of pay in their pre-disability position, for the hours that the employee is approved to work in accordance with their limitations and restrictions up to a maximum of their pre-disability FTE. Employees in receipt of such pay will receive the seniority and service-based accruals and benefits for the hours that the employee is approved to work. If the Employee is in receipt of wage replacement benefits such as long-term disability (LTD) or WorkSafeBC vocational rehabilitation benefit payments, the previous rate of pay will be reduced by those amounts received from the LTD insurer and/or WorkSafeBC.

e) Accommodation agreements/plans for employees requiring a permanent accommodation may be reviewed periodically by the Employer.

Amend the collective agreement, by changing the following:

APPENDIX W

MEMORANDUM OF AGREEMENT

FULL-TIME STEWARD AND STEWARD AT LARGE POSITIONS

Full-Time Stewards (FTS)

In the interest of developing quality labour-management relationships the parties have agreed to the continuation of full-time steward (FTS) positions at the following locations:

Vancouver General Hospital	2.0 FTE
Vancouver Acute & LTC ~~UBC Hospital~~	1.0 FTE
Vancouver Community	1.0 FTE
Lions Gate Hospital	1.0 FTE
Richmond Hospital	1.0 FTE
BC Children's and Women's Hospital	1.0 FTE
Forensics and Corrections	1.0 FTE

~~St. Paul's Hospital~~	~~1.0 FTE~~
~~Mt. St. Joseph's Hospital~~	~~1.0 FTE~~
Providence Health Care	2.0 FTE
South Islands Community & LTC	1.0 FTE
~~Royal Columbian Hospital~~	~~2.0 FTE~~
Royal Jubilee Hospital	1.0 FTE
Victoria General Hospital	1.0 FTE
Nanaimo Regional General Hospital	1.0 FTE
Kelowna General Hospital	1.0 FTE
Royal Inland Hospital	1.0 FTE
Vernon	1.0 FTE
University Hospital of Northern BC	1.0 FTE
Royal Columbian Hospital	2.0 FTE
Surrey	2.0 FTE
Burnaby	1.0 FTE
Abbotsford	1.0 FTE
Langley ~~(with Community)~~	1.0 FTE
Eagle Ridge (with Community)	1.0 FTE
Chilliwack (with Community)	1.0 FTE
~~Vernon~~	~~1.0 FTE~~
~~South Island (LTC & Community)~~	~~1.0 FTE~~
~~Vancouver (Community)~~	~~1.0 FTE~~
~~Forensic Psychiatric Hospital and Forensic Clinics~~	~~1.0~~ FTE
Total	27.0 FTE

The parties agree that the twenty-seven (27) 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-seven (27) 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;
- spend the majority of their time conducting union business;
- coordinate and assign duties and responsibilities of stewards as well as perform such duties when deemed appropriate and necessary by the FTS;
- promote cultural safety and support the principles of diversity, equity and inclusivity;
- work collaboratively to resolve workplace differences short of grievance and arbitration; and
- track worksite issues and monitor trends.

~~Within one hundred and twenty (120) days of ratification, the parties agree to create a~~An additional four (4) province-wide full-time stewards ~~to~~ will promote Truth and Reconciliation, Indigenous-specific anti-racism initiatives, cultural safety and diversity, equity, and inclusion in the workplace. The Parties share an interest in prioritizing opportunities for Indigenous employees to work in these positions.

FTS~~ull-time stewards~~ are entitled to up to a maximum of six (6) weeks of vacation backfill. An amount equal to three (3) FTE have been allocated to Health Authorities/Providence Health Care on a proportional basis for this backfill.

To minimize the impacts on patient care and contain the costs in providing backfill for representatives, where issues arise with respect to backfill coverage, such issues will be discussed between the parties.

Stewards at Large (SAL)

The parties agree to the continuation of the ~~seventeen (17)~~ eighteen (18) s~~S~~teward at ~~IL~~arge (SAL) positions~~, one~~ from each of the respective Health Authorities/PHC in the applicable region~~each BCNU region~~.

SAL positions will be allocated as follows:

Coastal Mountain	1.0 FTE
Richmond Vancouver	1.0 FTE
Central Vancouver	1.0 FTE
Vancouver Metro	1.0 FTE
Shaughnessy Heights	1.0 FTE

Simon Fraser	1.0 FTE
South Fraser Valley	1.0 FTE
Fraser Valley	1.0 FTE
South Islands	1.0 FTE
Pacific Rim	1.0 FTE
Comox & Campbell River	1.0 FTE*
North West	1.0 FTE
North East	1.0 FTE
Okanagan Similkameen	1.0 FTE
Thompson North Okanagan	1.0 FTE
West Kootenay	1.0 FTE
East Kootenay	1.0 FTE
NBA Constituent Unions	1.0 FTE
Total	18.0 ~~17.0~~ FTE

Effective sixty (60) days after the ratification of the 2025-2029 Collective Agreement, the Parties agree to add 1.0 additional FTE denoted above by an asterisk (*).

The Parties agree that the ~~seventeen (17)~~ eighteen (18) 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 ~~seventeen (17)~~ eighteen (18) 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;
- spend the majority of their time conducting Article 6 work;
- work collaboratively to resolve workplace differences short of grievance and arbitration;
- promote cultural safety and support the principles of diversity, equity and inclusivity; and
- track worksite issues and monitor trends.

SAL positions will be selected from staff of the Health Authority/Providence Health Care site from within their region.

General

In the event that either the Health Authority/Providence Health Care 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.

The parties agree to the following principles as they relate to the union-management relationship and the application of the PCA:

a. SAL and FTS will normally be the first point of contact for Article 6 work subject to their availability. Other worksite stewards will continue to perform work pursuant to Article 6 as per the PCA.

b. The parties agree to use technology, where appropriate, (e.g., ZOOM, teleconference) to allow incumbents to support remote sites in a cost efficient and effective manner.

c. Normally, one (I) union steward is required time off to perform work outlined in Article 6.03 and 6.04 at the same time, unless otherwise agreed between the Employer and Union at the local level. Notwithstanding, meetings should normally have a similar number of attendees from the Employer and the Union.

d. In the event that the Union desires an additional person to attend for mentorship or training, they may apply for union leave under Article 44.0 I (F).

Hours of Work and Remuneration

1. All positions are intended to be full-time and incumbents will be considered regular full-time status while occupying the positions unless otherwise mutually agreed by the Union and Employer.

2. Hours of work are 37.5 hours per week on a regular schedule from Monday to Friday, unless the parties (local employer and designated Union staff representative) at a particular location mutually decide otherwise. Agreement on alternative arrangements will not be unreasonably withheld.
3. Daily hours of work will depend on the individual workload which may vary.
4. Schedules will be communicated to the Employer.
5. All positions will have a mutually agreed home site.
6. All positions will be paid at Nurse Level 3, Step 10 of the wage rate grid while occupying the position. Service for the purpose of wage increments in their original positions will accrue and be credited upon their return to their original position in accordance with the collective agreement. SAL and FTS will be eligible to receive Year 15-30 Add Pay in accordance with Appendix WW – 2023 Wage Schedule Adjustments.
7. In the event that an existing incumbent is receiving a higher rate of pay, they will be wage protected at their current rate of pay as long as they remain in the position. Such nurses are eligible for any negotiated general wage increases.
8. Compensation is based on straight-time hours and does not include overtime worked within or attached to their original position.
9. Compensation for wages and premiums is based on the principle that incumbents should not lose overall earnings as a result of filling one of these positions. Incumbents will be compensated for all premiums that they would have been entitled to in accordance with their original position except Article 28.04 – Short Notice Premium while occupying the position.
10. The premiums paid will be based on an average of all hours paid that attracted the applicable premium within the 12 months immediately preceding the incumbent's commencement in the position. In circumstances where the incumbent held their original position for less than 12 months prior to commencement in the position, the average will be based on the shorter period. The average will be paid on a bi-weekly basis in accordance with the Employer's pay periods. Article 28.05 – Regular Premium entitlement for existing incumbents as of April 1, 2023 will be calculated based on the annual average hours worked by a full-time nurse pro-rated by the FTE of their regular position with the Employer.
11. Incumbents should undertake to schedule their work so as not to incur overtime. Overtime worked in the position must be authorized in accordance with the PCA.

12. Incumbents are permitted to accept nursing work offered by the Employer outside their position which will be applied and paid as per the PCA, including at overtime rates where applicable.
13. Any benefits that are not collective agreement rights but were in place prior to starting in the position, such as parking, will continue as long as they are in effect between the parties.

Amend the collective agreement by, changing and deleting the following:

The Parties agree and acknowledge that the following changes are for housekeeping purposes only and are not intended to substantively alter the Parties' respective rights and obligations under the Collective Agreement.

The Parties further agree that the following changes do not in any way impact, alter, or terminate any and all underlying previous settlement agreements and memoranda of agreement/understanding regarding the integration of LPNs into the Collective Agreement.

The Parties agree to amend the Collective Agreement by deleting Appendix EE and changing Article 6, 11, 13, 18 and 62 as follows:

~~**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 May 11, 2016, 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 are extinguished.~~

~~b. Notwithstanding above, the LPNs at Eagle Ridge Hospital in Fraser Health Authority will maintain superior benefits as outlined in the Memorandum of Understanding previously agreed by the Hospital Employees' Union.~~

~~**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 28.06 – OR/PAR/ER/ICU/CCU Premium

e. Appendix "Q" – Client Specific Nurses from Home Support Agencies

3. 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 We agree to Regular Part-Time status will not apply to LPNs that, as of May 11, 2016, were Regular Part-Time status employees, but worked 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 their schedule, or

ii. The Employer changes the LPN's schedule for a bona fide operational reason.

b. Classification Transition:

I. 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.

4. Seniority

a. An LPN who becomes an RN/RPN and provides the Employer with RN/RPN registration, will have their seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013.

If casual status, hours worked since April 15, 2013 would be credited as seniority hours (not more than 1950 per year).

b. 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.

c. The seniority list provided as per Article 13.06 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.

d. For the purposes of seniority-related benefits under the Collective Agreement such as first consideration for vacancy postings, displacement and vacation selection, there will be two separate seniority lists for LPNs and RNs/RPNs.

For clarity, an employee's seniority on one list cannot be used to access a seniority related benefit on the other.

e. 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.

f. 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.

g. Article 51: Portability applies to all seniority (LPN seniority and RN/RPN seniority).

h. Employees who are dual registered 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

~~their RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 – Seniority.~~

~~i. 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 the work in either classification.~~

~~j. Employees who are dual registered and working as an LPN and as an RN/RPN:~~

- ~~shall be restricted to one status: regular full-time, regular part-time or casual~~
- ~~may hold multiple regular positions provided their FTE is equal to or less than 1.0 FTE.~~

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

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.

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 are extinguished.

Notwithstanding the above, the LPNs at Eagle Ridge Hospital in Fraser Health Authority will maintain superior benefits as outlined in the Memorandum of Understanding previously agreed by the Hospital Employees' Union.

ARTICLE 62 – 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
*Level 1 (LPN)**	LPN1	LPN1		
Level 2 (LPN)	LPN 2	LPN2	LPN2	
*Level 3 (RN/RPN)***	CH1	DC1		PS1
Level 4 (RN/RPN)	CH2A/CH2B	DC2A/DC2B	ED2	PS2
Level 5 (RN/RPN)	CH3	DC3	ED3	PS3
Level 6 (RN/RPN)	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, they shall be placed at the lowest step in the new increment structure that shall give them 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 they are 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.

Upon integration into the NBA, certain LPNs were entitled to wage protection and received monetary increases. Effective April 1, 2019, those identified LPNs had their wage rate ‘Red-Circled’.

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 13 – SENIORITY

13.0X Dual Registrants (LPN and RN/RPN)

(A) An LPN who becomes an RN/RPN and provides the Employer with RN/RPN registration, will have their seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013.

If casual status, hours worked since April 15, 2013 would be credited as seniority hours (not more than 1950 per year).

(B) 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.

(C) The seniority list provided as per Article 13.06 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.

(D) For the purposes of seniority-related benefits under the Collective Agreement such as first consideration for vacancy postings, displacement and vacation selection, there will be two separate seniority lists for LPNs and RNs/RPNs.

For clarity, an employee's seniority on one list cannot be used to access a seniority related benefit on the other.

(E) 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.

(F) 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.

(G) Article 51: Portability applies to all seniority (LPN seniority and RN/RPN seniority).

(H) Employees who are dual registered 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 their RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 – Seniority.

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

18.0X Dual Registrants (LPN and RN/RPN)

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 the work in either classification.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.01 Restriction of Employee Status

(A) 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.

(B) Employees who are dual registered and working as an LPN and as an RN/RPN:

- shall be restricted to one status: regular full-time, regular part-time or casual;
- may hold multiple regular positions provided their FTE is equal to or less than 1.0 FTE.

Amend the collective agreement, by adding the following:

APPENDIX FF.1 (NEW)

MEMORANDUM OF AGREEMENT

BCHOA RAPID DISPUTE RESOLUTION PROCESS TRIAL

The purpose of this MOA is to outline a trial process, which facilitates the rapid resolution of non-complex grievances through BCHOA once Step 2 of the grievance process has been exhausted without resolution.

(A) Only grievances under Article 9.02 of the PCA that have been advanced to expedited arbitration within the timelines identified can be referred by mutual agreement to the BCHOA's Rapid Dispute Resolution (RDR) process, a streamlined expedited arbitration process, for resolution of non-complex disputes.

(B) Grievances may be referred to the RDR process during their initial case management meeting at BCHOA upon mutual agreement of the parties.

(C) Files are to be rostered chronologically, except where the BCHOA Registrar determines that a file is time sensitive, and warrants prioritizing early resolution. The finalized roster will not exceed ten (10) files to be heard per meeting. BCHOA RDR Meetings will occur periodically, relative to the volume of files referred to the RDR process.

(D) If either the Union or HEABC deems a file rostered to be unsuitable for RDR at any time prior to the hearing, they may remove it from the process and immediately refer it back to BCHOA case management, and then, if required, to the expedited or full arbitration process based on the date of submission.

(E) For cases referred to RDR, the Registrar of BCHOA will perform the duties as outlined in Article 10.02(C) and 10.02(D) of the PCA, however the BCHOA Registrar will endeavour to schedule all disputes under RDR for hearing within one (1) month from referral.

(F) At the hearing of a dispute under the RDR, the party with the onus will make the first presentation which will include an opening statement, a written summary highlighting the party's position, supportive evidence and the remedy sought. The other party will then have the same opportunity to present its case. All submissions must be brief and not more than ten (10) minutes in duration. There shall be no witnesses. Case law, if relied upon, shall be limited to one (1) submission that is directly related to the case. Each representative will share only necessary documentation. Necessary documentation will not exceed a copy of the grievance, the Step 2 response, and limited supporting documents proportionate to the relative complexity of the facts and issues that gave rise to the grievance, the value of the grievance, and the importance of the grievance to the parties (e.g. a copy of the vacation schedule where a denial of vacation leave is in dispute.) Despite the foregoing, the BCHOA Registrar will have authority to modify these procedural rules where appropriate in the circumstances.

(G) The arbitrator may render an oral decision at the meeting, including a brief rationale for the decision. Any oral decision will be accompanied with a brief one paragraph written summary of the decision and/or remedy ordered. If a decision is not rendered at the hearing, the arbitrator will provide the parties with a written decision no later than fourteen (14) calendar days after the hearing.

(H) Decisions issued under the RDR process are subject to the following restrictions, which will be written at the beginning of all RDR decisions as follows:

This decision was rendered under the Rapid Dispute Resolution process. All decisions under this process are limited in application to the particular dispute at issue and are without prejudice. These decisions shall have no precedential value and shall not be referred to in any subsequent proceeding.

This MOA will be in effect upon ratification of the collective agreement, and will terminate on March 30, 2029 unless HEABC and the NBA mutually agree to an extension.

Amend the collective agreement, by changing the following:

APPENDIX RR

MEMORANDUM OF AGREEMENT

EMPLOYED STUDENT NURSE (ESN)

…

(F) Wage Entitlement

The hourly rate of pay for undergraduate nurses shall be effective the first pay period after the following dates:

i.	April 1, 2022~~2~~5	~~$29.51~~33.09
ii.	April 1, 2023~~3~~6	~~$31.50~~34.08
iii.	April 1, 2024~~7~~	~~$32.13~~35.10
iv.	April 1, 2028	$36.15

…

Amend the collective agreement, by deleting the following:

~~**APPENDIX VV**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**COST OF LIVING ADJUSTMENT**~~

~~**Definitions**~~

~~"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.~~

~~"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.~~

~~The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.~~

~~The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.~~

~~The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.~~

~~COLA~~

~~The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Article 63 – Wage Schedule.~~

~~April 2023~~

~~If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.~~

~~April 2024~~

~~If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.~~

Amend the collective agreement, by changing the following:

APPENDIX XX

MEMORANDUM OF AGREEMENT

DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES AND ELIMINATING INDIGENOUS SPECIFIC RACISM IN HEALTH CARE

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 *In Plain Sight* report.

~~The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.~~

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by:

- committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- working together to actively identify, address and rectify barriers in Collective Agreements; and
- working to increase the representation of Indigenous individuals in the healthcare workforce.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the "Forum"). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous Elders or Knowledge Keepers, to participate in the Forum.

~~By October 15, 2023,~~ The Ministry of Health ~~will~~ has established the Forum ~~and present the Terms of Reference that will set out the~~ with the following purpose:

- ~~to create a Forum~~ for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue

on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the HSO 75000: 2022 BC Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Nurses' Bargaining Association. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum quarterly or more frequently as deemed necessary.

Amend the collective agreement, by changing the following:

APPENDIX YY

MEMORANDUM OF AGREEMENT

RECRUITMENT AND RETENTION OF INDIGENOUS EMPLOYEES

1. The parties agree that Indigenous peoples are under-represented as employees in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. <u>The parties agree that these ongoing harms are best addressed with concerted efforts to embed Indigenous-Specific Anti Racism.</u> The parties also recognize the important and significant qualities,

contributions and perspectives that Indigenous nurses bring to patients/residents/clients/service users and the healthcare system. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous employees into the health care system, and to increase Indigenous representation within the NBA bargaining unit.

2. To support the recruitment and retention of Indigenous employees, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:

   - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
   - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
   - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.

Where there is more than one qualified Indigenous candidate, Employers will consider ~~give consideration to~~, among other factors ~~things~~, the community or communities ~~communit(ies)~~ involved, and the patient/resident/client/service user population served by the position. ~~the candidates' Indigenous knowledge and experience and circumstances surrounding the role when determining the successful candidate.~~ Informed by a distinctions-based approach, considerations will be given to candidates' relationships, knowledge and/or experience with or in the communities or populations being served. The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.

Within the first thirty (30) days in the position, the successful candidate may elect to leave the position and return to their previously held position with that employer (if applicable). In such circumstances, they will give twenty-eight (28) days' notice to the employer.

Employers will not be required to repost and may select another candidate.

3. The parties agree that there may be new or existing positions that require lived experience or knowledge of Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.

4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

5. The parties will share information with the Forum described in Appendix XX MOA re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare regarding the use of this MOA.

6. This MOA will form part of the Employers' and Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

Amend the collective agreement, by changing the following:

APPENDIX ZZ

MEMORANDUM OF AGREEMENT

DIVERSITY, EQUITY AND INCLUSION WORKING GROUP

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.

2. The parties have a joint interest in stopping harm and fostering ~~creating~~ safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of historically, persistently and/or systemically oppressed ("HPSO") peoples/groups ~~under-represented groups~~, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.

3. Accordingly, ~~within 120 days of ratification~~ the parties will ~~establish~~ continue a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the "Working Group").

4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining

associations.

5. The Working Group may invite subject matter experts, people with lived experiences, and other relevant government ministries to attend as guests and to participate in conversations as needed.

6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to ~~March 31, 2025~~[end of new agreement term].

7. The Working Group's focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:

   - ~~Develop terms of reference;~~
   - Engage and consult ~~stakeholders~~ interest holders as required;
   - Continue to ~~G~~gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group's meetings to inform discussions and actions of the Working Group;
   - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers; HPSO workers;
   - Support the creation of a safe, and discrimination-free workplace;
   - Identify solutions to address barriers to employment and career advancement;
   - Continue to r~~R~~eview available data in accordance with applicable privacy legislation; and
   - Continue to r~~R~~eview existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; ~~and~~
   - The parties will continue to work cooperatively to support implementation and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education, employer or Ministry of Health personnel, and/or policy change. Topics of training and education may include (but are not limited to) anti-racism, gender and sexual diversity, anti-harassment, and disability awareness. ~~Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:~~

i. ~~suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and~~

ii. ~~suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.~~

8. The Working Group will make recommendations to PHHRCC.

9. ~~The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.~~

Amend the collective agreement by changing the following:

APPENDIX AAA

MEMORANDUM OF AGREEMENT

GENDER DIVERSITY AND INCLUSION

General Inclusion & Gender-Affirming Support

The parties agree to the following:

1. The parties agree that Two-Spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively engage in creating culturally safe and anti-racist workplaces that are inclusive of gender diversity**,** which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
2. The parties will work together to protect the job security, privacy, and safety of Two-Spirit, transgender, and gender diverse employees at all times in accordance with the Collective Agreement and legislation.
3. Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a gender-affirming support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how and if any name or pronoun changes will be communicated.

4. Employees may request that the Employer correct their personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.
5. Gender identity and expression are protected grounds pursuant to the B.C. *Human Rights Code***.** Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
    - Deadnaming (using employee's former name);
    - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
    - Doxxing (intentional sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).
6. Employers will review current policies and procedures to ensure they are gender inclusive.
7. Employers will make gender inclusive resources available to employees and managers.

This MOA is not intended to limit the work of the DEI Working Group in advancing gender inclusion in the workplace.

Gender-Affirming Medical Leave

Effective April 1, 2023, the Employer will grant an employee a cumulative total of up to eight (8) weeks of leave with pay for medical procedures and revisions. Additional paid or unpaid leave may be provided through collective agreement leave provisions.

Bathrooms/Change Rooms

An employee worker may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change. Employers will:

A) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender identity or expression by ensuring there is signage welcoming all genders and confirm this to the NBA within six (6) months of ratification and

B) Within one hundred and eighty (180) days of ratification, p~~P~~ost signage outside and inside~~in~~ all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

BCCNM-CERTIFIED PRACTICE DESIGNATION NURSES WORKING GROUP

On or before April 1, 2028, the Employer and the Union will form a working group of two (2) members each to identify and gather data regarding BCCNM-certified practice nurses and will consider potential ways that could give recognition to those certifications.

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

Between:

Ministry of Health ("MOH")

And:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

Re: HEABC Membership for Unionized Long-Term Care and Assisted Living (LTC/AL) Operators

WHEREAS in 2009, government implemented a policy that removed mandatory membership in HEABC for publicly funded LTC/AL operators that were members of HEABC at the time, which allowed contracted operators to negotiate lower cost collective agreements;

WHEREAS government has identified that the lower cost collective agreements subsequently contributed to recruitment and retention challenges that were greatly exacerbated by the COVID-19 pandemic;

WHEREAS to stabilize the delivery of LTC/AL during the pandemic, since April

2020 MOH has provided wage-levelling funding to all non-HEABC contracted LTC/AL operators to enable employees at these facilities to be paid the wage rates in the HEABC collective agreements;

WHEREAS government has recently announced that it will no longer provide wage levelling to fully privately funded LTC/AL operators;

WHEREAS government has recognized that common wages, benefits and working conditions for unionized staff supports a caring, well trained and qualified workforce that delivers a consistent provincial standard of care for all seniors.

THEREFORE, the parties agree:

1. For purposes of this Memorandum of Agreement, "HEABC membership criteria" are that the organization is a Health Organization (as defined in the HEABC Bylaws) which, directly or indirectly, receives the majority of its funding from the provincial government for the provision of services valued at $250,000 or more annually.
2. MOH commits to continue providing wage leveling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria, MOH retains the ability to end wage leveling on ninety (90) days notice.
3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage leveling funding is contingent on no subcontracting of work currently performed by unionized staff.
4. MOH will coordinate with the Public Sector Employers' Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.
5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the NBA within sixty (60) days of ratification or as soon as possible.
6. Within sixty (60) days of ratification, HEABC and NBA will meet for the purpose of negotiating a template Transition Agreement for the transition of employees of new HEABC members in the Facilities bargaining unit to the NBA Collective Agreement.
7. MOH will create a transition schedule to support a phased transition to HEABC membership over a two (2) year timeframe (October 1, 2026 to September 30, 2028).
    - Phase One (October 1, 2026 – September 30, 2027) will target to include fifty

percent (50%) of all LTC/AL operators with unionized employees that meet HEABC membership criteria;

- Phase Two (October 1, 2027 – September 30, 2028) will target to include the remainder of operators with unionized employees that meet HEABC membership criteria.

8. In alignment with the transition schedule, MOH will submit periodic requests to Government to amend the *Health Care Employers Regulation*.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

HEALTH AND WELFARE BENEFITS

1. In this Memorandum:

   "Benefits" means: LTD, AD&D, EHC, Dental and Life;

   "Employer" means any employer certified to the NBA bargaining unit**;**

   "Employer Funded Nurses' Benefits Trust ("EFNBT") means a trust formed by HEABC and the NBA as required by this Memorandum.

2. The Parties agree to establish the EFNBT for the purpose of providing Benefits to employees under the collective agreement commencing on April 1, 2027 in accordance with a mutually agreeable trust agreement to be entered into by ~~July 1, 2026~~ one month after the date of ratification (the "Trust Agreement").

3. If the Parties are unable to reach a mutually agreeable Trust Agreement and Funding Formula by ~~July 1, 2026~~ one month after the date of ratification, Vince Ready will be appointed to assist the Parties in mediating mutually agreeable terms.

4. The EFNBT will be funded in accordance with the Funding Formula entered into by HEABC and the NBA on May 21, 2026.

5. Effective upon the commencement of the EFNBT, Employers will be required to participate in the EFNBT and will remit contributions to the EFNBT in accordance with the Funding Formula.

6. Effective upon the commencement of the EFNBT, the EFNBT will provide Benefits equivalent to those under the HBT Group Benefit Plan as of May 20, 2026 subject to the following amendments, with the increased cost of such amendments to be

funded through mandate funding and savings from a reimbursement limit on massage therapy benefits:

a. Increase Group Life benefit from $50,000 to $250,000;

b. Increase AD&D benefit from $50,000 to $250,000;

c. Remove $25 annual deductible from Extended Health Benefits;

d. Increase coverage for hearing aids from $1,000 per ear every five years to $2,500 per ear every five years;

e. Increase vision coverage from $350 for corrective lenses every 24 months to $900 for corrective lenses and eye exams every 24 months;

f. Replace upcoming massage therapy reimbursement limits of $1,427 in 2027 and $1,145 in 2028 with $4,000 annual massage therapy reimbursement limit for plan members and $2,000 annual massage therapy reimbursement limit for dependents;

g. Increase reimbursement limit on acupuncture from $100 per person per year to $500 per person per year;

h. Increase reimbursement limit on chiropractic from $200 per person per year to $500 per person per year;

i. Increase reimbursement limit on naturopathy from $200 per person per year to $500 per person per year;

j. Increase reimbursement limit on podiatry from $400 per person per year to $500 per person per year;

k. Increase reimbursement limit on speech therapy from $100 per person per year to $1000 per person per year;

l. Increase reimbursement limit on mental health (psychologist, registered social worker, registered clinical counsellor) from $900 per person per year to $1,800 per person per year;

m. Increase major dental coinsurance from 60% to 70%;

n. Increase lifetime maximum reimbursement limit for orthodontia from $2,750 to $4,000;

o. Added coverage for Shingrex vaccine;

p. Increase frequency of LTD indexing from every four years to every two years; and

q. Change to reflect that during a period of total disability an employee must be under the regular care of a medical doctor “or Nurse Practitioner”.

7. Notwithstanding the benefit plan changes outlined above, which are to take effect immediately upon the commencement of the EFNBT, the Trustees will have authority to amend the benefit plan in accordance with the Trust Agreement.

8. The Trust Agreement will be structured such that the trustees appointed by the NBA will have the exclusive right to make amendments to all benefit plans provided by the EFNBT, excluding the LTD plan. Decisions about amendments to the LTD plan will be made jointly by the trustees appointed by the NBA and those appointed by HEABC. However, prior to April 1, 2029 any benefit plan changes, or changes to the administration of the plan generally, will require agreement of HEABC and the NBA.

9. After the commencement of the EFNBT, Employers’ exclusive obligation with respect to Benefits will be as set out in the Funding Formula and Trust Agreement.

10. Eligibility for enrollment in benefit plans managed by the EFNBT will continue to be in accordance with the terms of the Collective Agreement, and all references to specific benefit plans within the Collective Agreement shall be interpreted as references to the corresponding benefit plan provided by the EFNBT.

11. Upon entrance into a mutually agreeable Trust Agreement, Appendix U, U.1, and U.2 of the Collective Agreement will be terminated and the obligations therein will cease to be of effect, including but not limited to the massage reimbursement limits set out in the April 20, 2026 decision issued by Vince Ready pursuant to these appendices.

12. Effective April 1, 2027, and contingent upon the Parties entering into a mutually agreeable Trust Agreement, the following consequential amendments to the Collective Agreement will take effect:

    a. Delete:

        i. *Appendix S – Memorandum of Agreement Re: Extended Health Care and Dental Benefits Appendix T – Memorandum of Agreement Re: Drug Coverage*

    b. Amend in accordance with Schedule 1 of this MOA: *Appendix A Enhanced Disability Management Program, Section B – Long Term Disability (LTD) Plan – Waiting Period (date of disability on or after April 1, 2011)*

c. Amend in accordance with Schedule 2 of this MOA: *Article 60 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance*

SCHEDULE 1

AMENDMENTS TO

APPENDIX A

ENHANCED DISABILITY MANAGEMENT PROGRAM

(to take effect April 1, 2027, contingent on the Parties entering into a mutually agreeable Trust Agreement)

[*Upon publication of the Collective Agreement, all cross references in the below amended provision will be corrected and all underlining and crossed out sections will be deleted to reflect the final published version]*

…

Section B – Long Term Disability (LTD) Plan – Waiting Period (date of disability on or after April 1, 2011)

LTD Benefits are now provided by the Employer-Funded Nurses' Benefits Trust (EFNBT), and the EFNBT Trustees have discretion to amend LTD benefit entitlements in accordance with the Trust Agreement. Therefore, the following section has been amended in efforts to remove LTD Plan entitlements from the language of the Collective Agreement and to preserve provisions relating to the respective obligations and entitlements of Employers and employees that continue to be governed by this Collective Agreement. The Parties agree that any remaining references to LTD Benefit entitlements or LTD plan provisions that are within the discretion of the EFNBT Trustees do not restrict the powers of the Trustees as set out in the EFNBT Declaration of Trust.

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 the Employer-Funded Nurses' Benefits Trust, with the instruction to the Trustees that they endeavour to use these funds to maintain a four (4) month waiting period for LTD benefits. ~~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 For individuals with a date of disability prior to April 1, 2027, the following will apply on a go forward basis from April 1, 2027:

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~~ $8318 for RNs/RPNs and $5110 for LPNs of the current monthly earnings and fifty percent (50%) on the current monthly earnings above ~~$5843~~ $8318 for RNs/RPNs and $5110 for LPNs 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 two ~~four~~ years. (Note: the ~~$5843~~ $8318 for RNs/RPNs and $5110 for LPNs is the LTD Threshold as of April 1, 2024).

~~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 LTD Plan provided by the Employer-Funded Nurses' Benefits Trust 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.~~

SCHEDULE 2

AMENDMENTS TO

ARTICLE 60 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

(Effective April 1, 2027, contingent on the Parties entering into a mutually agreeable Trust Agreement)

[*Upon publication of the Collective Agreement, all underlining and crossed out sections will be deleted to reflect the final published version]*

60.01 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.

60.02 Extended Health Care Coverage

Effective April 1, 2027 the Employer-Funded Nurses' Benefits Trust (EFNBT) provides Extended Health Care Benefits to eligible employees and their eligible dependents in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

~~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:~~

~~(9) 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~~

~~(10) 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.~~

~~(11) 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.~~

60.03 Dental Coverage

Effective April 1, 2027, the EFNBT provides Dental Benefits to eligible employees and their eligible dependents in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

~~(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.~~

~~**60.04 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.~~

60.05 Long-Term Disability Insurance Plan

Effective April 1, 2027, the EFNBT provides Long-Term Disability Insurance Benefits to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

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

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

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

60.06 Group Life Insurance Plan

Effective April 1, 2027, the EFNBT provides Group Life Insurance to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

~~(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**~~

~~(12) 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 their 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.~~

Amend the collective agreement by, adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

HEALTH AND WELFARE BENEFITS – KEY TERMS

Under the 2025 – 2029 Collective Agreement, the Parties agreed to significant enhancements to employee benefits through the establishment of the Employer-Funded Nurses Benefit Trust (the "EFNBT"). The EFNBT was designed to provide nurses with autonomy to control their benefit plans and, to enable the parties to make immediate benefit plan improvements on April 1, 2027. Key terms of these enhancements are summarized as follows:

1. NBA appointees have exclusive authority to make changes to extended health care, dental, life insurance, AD&D benefit plans beginning April 1, 2029.
2. Effective upon the commencement of the EFNBT on April 1, 2027, the following benefit plan enhancements will immediately come into effect:
   a. Increase Group Life benefit from $50,000 to $250,000;
   b. Increase AD&D benefit from $50,000 to $250,000;
   c. Remove $25 annual deductible from Extended Health Benefits;
   d. Increase coverage for hearing aids from $1,000 per ear every five years to $2,500 per ear every five years;

e. Increase vision coverage from $350 for corrective lenses every 24 months to $900 for corrective lenses and eye exams every 24 months;

f. Replace upcoming massage therapy reimbursement limits of $1,427 in 2027 and $1,145 in 2028 with $4,000 annual massage therapy reimbursement limit for plan members and $2,000 annual massage therapy reimbursement limit for dependents;

g. Increase reimbursement limit on acupuncture from $100 per person per year to $500 per person per year;

h. Increase reimbursement limit on chiropractic from $200 per person per year to $500 per person per year;

i. Increase reimbursement limit on naturopathy from $200 per person per year to $500 per person per year;

j. Increase reimbursement limit on podiatry from $400 per person per year to $500 per person per year;

k. Increase reimbursement limit on speech therapy from $100 per person per year to $1000 per person per year;

l. Increase reimbursement limit on mental health (psychologist, registered social worker, registered clinical counsellor) from $900 per person per year to $1,800 per person per year;

m. Increase major dental coinsurance from 60% to 70%;

n. Increase lifetime maximum reimbursement limit for orthodontia from $2,750 to $4,000;

o. Added coverage for Shingrix vaccine;

p. Increase frequency of LTD indexing from every four years to every two years; and

q. Change to reflect that during a period of total disability an employee must be under the regular care of a medical doctor “or Nurse Practitioner”.

3. The EFNBT is funded through Employer contributions to the EFNBT, which were designed with the support of actuarial analysis to provide long-term benefit sustainability for nurses.

4. Employers are committed to pay the full actual cost of Extended Health, Dental, Life, and AD&D benefits for the first two years of the EFNBT through their contributions to the EFNBT.

5. Starting April 1, 2029, Employers make additional contributions to cover EFNBT administrative costs in excess of 0.2% of payroll.

6. Employers will cover LTD experience risk each year by increasing its contributions to cover LTD costs when such costs exceed projected rates by up to 2%, and making further additional contributions if LTD costs exceed 4% above projected rates.

7. The NBA will provide $175 million of seed funding to support the long-term sustainability of the EFNBT well into the future.

The above summary of key terms of the EFNBT does not override or modify the express terms of the Collective Agreement, Trust Agreement, or Funding Formula, and serves solely as a summary for informational purposes.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

INDIGENOUS GRIEVANCE AND ARBITRATION WORKING GROUP

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;
- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the “Provincial ISAR Forum”).

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous employees. Therefore, the parties acknowledge the importance of reviewing these processes to create culturally appropriate pathways to respond to grievances

involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a "speak-up" culture in health care.

By April 1, 2026, HEABC will convene a coordinated and integrated Indigenous Grievance and Arbitration Working Group (the "Working Group"). The Working Group will review the current state of the grievance and arbitration processes and develop provincial and sector-wide recommendations on the grievance and arbitration processes that:

- takes a distinctions-based approach;
- hardwires Indigenous-specific anti-racism by embedding Indigenous rights;
- promotes cultural safety;
- encourages a 'speak up' culture; and
- maintains respect and collaboration.

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;
- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

The Working Group, or a sub-committee of the Working Group, will prioritize the development of joint recommendations regarding opportunities for Indigenous employees to request the involvement of an Elder or another respected member of the Indigenous community in grievance procedures and/or other meetings with employers. Such recommendations will be issued by March 31, 2029, and will consider, among other things:

- the value and support this involvement would provide Indigenous employees;
- the cultural and emotional safety of Elders or respected community members;

- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, employees, and Employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and
- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

The above work does not prevent an employer, union, and Indigenous employee from agreeing locally in advance to facilitate the attendance of an Elder or another respected community member in a grievance process or meeting.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

INDIGENOUS WORKFORCE COMMITTEE

To further the recruitment, retention and advancement of Indigenous employees, a provincial Indigenous Workforce Committee (the "Committee") will be established for the purpose of sharing and discussing Indigenous workforce planning activities and initiatives across the health sector, including, but not limited to:

- Programs supporting the recruitment and retention of Indigenous employees;
- Career path counselling for Indigenous employees;
- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous employees' access to leadership roles.

The Committee will be a subgroup of the provincial forum established under the MOA Re: Declaration of the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare and will be made up of a representative from each public sector healthcare bargaining association and a representative from each health authority/PHC, with secretariat support from HEABC. The Committee may include representatives from the Ministry of Health or any other interested parties mutually deemed to be appropriate members of the Committee. The Committee will be led by two rotating cochairs, one bargaining association representative and one health authority/PHC representative.

The Committee will be struck within 120 days after all health-sector 2025 – 2029 collective agreements have been ratified, and will meet on a quarterly basis. The Committee will report to the forum providing periodic updates.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

REGIONAL JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES PILOT

The Parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The Parties agree to a two (2) year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) ("Regional OHS Committee") at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP related issues. The Regional OHS Committee will commence within one hundred twenty (120) days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

- OHS, PHS and VP policies and procedures, as applicable;
- OHS, PHS and VP training implementation, as applicable;
- Risk assessment completion;
- WorkSafeBC orders; and
- Corrective actions to address OHS and violent incidents and trends.

The Regional OHS Committee will replace and assume the obligations of the regional VP sub-committee of the Memorandum of Agreement Re: Addressing Workplace Violence and Respect in Health Workplace (Appendix G) only for the duration of the pilot. The Regional OHS Committee will not be established under the *Workers Compensation Act* and is not an escalation pathway for local JOHSC concerns.

Each Health Authority/PHC will invite participants from each bargaining association that represents the employees of the Health Authority/PHC.

Each Regional OHS Committee will be established in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, which will be provided to all members of the Regional OHS Committees.

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one (1) year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the committee's effectiveness utilizing established criteria. The results of the assessments will be provided to the Parties.

At the end of the two (2) year pilot, each Regional Committee will assess the committee's effectiveness utilizing established criteria and determine, in accordance with the Terms of Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the Parties. If the Regional Committee agrees to continue to meet, the period during which they assume the regional VP subcommittee obligations may be extended beyond the pilot period.

Within ninety (90) days of ratification, HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

SEXUAL ASSAULT NURSE EXAMINER (SANE)/FORENSIC NURSE EXAMINER (FNE) WITNESS REMUNERATION

Whereas:

A. A Sexual Assault Nurse Examiner (SANE)/Forensic Nurse Examiner (FNE) may be subpoenaed by the Crown Counsel to testify in court as a fact or expert witness in a criminal proceeding providing evidence which arose directly out of their work-related duties.

B. The need to attend court, as legally required, is a duty cited in SANE/FNE's job description.

C. Article 34 – Leave – Court Appearance affords regular employees with paid leave from work.

D. A casual SANE/FNE subpoenaed to attend court to testify to facts arising in the course of their employment with an employer covered by the Collective Agreement is ineligible for paid leave under Article 34 – Leave – Court Appearance.

E. A regular SANE/FNE required to attend court on an unscheduled day of work to testify to facts arising in the course of their employment with an employer covered by the Collective Agreement is ineligible for paid leave under Article 34 – Leave – Court Appearance.

F. The Parties have a shared interest in ensuring SANE/FNEs are appropriately remunerated when legally required to attend court as a fact witness in a criminal proceeding testifying to evidence acquired in the performance of duties as a SANE/FNE for the Employer.

Therefore, the Parties agree that:

1. Where an employee is ineligible for paid leave under Article 34 – Leave – Court Appearance (as outlined in D and E above), the Employer will compensate the employee subpoenaed by the Crown Counsel to attend court in a criminal proceeding as a fact or expert witness testifying to facts that arose through the performance of duties as a SANE/FNE with an Employer covered by the Collective Agreement their applicable Collective Agreement rate of pay for:
    a) Time required to testify at court; and
    b) Reasonable time to prepare their testimony for the court appearance.
2. Where the above is applicable, the employee will be eligible for remuneration from their current HEABC member employer. An employee will only seek reimbursement from one employer covered by the Collective Agreement in each instance.
3. Where applicable and not already reimbursed by any other party, the Employer will provide SANE/FNEs mileage allowance pursuant to Article 57.02(C) for travel associated with providing testimony in the circumstances outlined above and other associated costs as applicable under the Employer's relevant policy.
4. Where a SANE/FNE receives any other reimbursement, fees, or compensation for their attendance at court, the SANE/FNE will remit all such funds to the Employer.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

WEAPONS SCREENING PILOT PROJECT

The parties acknowledge the opportunity to introduce weapons screening in healthcare as a proactive step towards addressing the risk of weapons-related violence. Maintaining a safe environment is essential for staff and is integral to delivering the highest standard of patient care.

The parties agree to a pilot project to implement and assess artificial intelligence (AI) based weapons detection and voluntary weapons screening as follows:

- Phase 1 – Planning and Set Up: The first six (6) months of the pilot will be used for planning including but not limited to development of project plans, technology and equipment procurement and installation, identifying and securing a mutually agreed-upon evaluator, establishment of an evaluation framework, collection of relevant data and information, and the evaluation will commence.
- Phase 2 – Implementation: Once Phase 1 is completed, the participating health authorities will pilot the following programs for one (1) year:
    - Fraser Health Authority (FHA) will pilot an artificial intelligence (AI) based weapons detection at Surrey Memorial Hospital.
    - Vancouver Costal Health (VCH), Northern Health Authority (NHA), and Interior Health Authority (IHA) will pilot voluntary weapons screening at the following sites:
        - Vancouver General Hospital – Emergency Department
        - University Hospital of Northern British Columbia – Emergency Department
        - Kelowna General Hospital – Emergency Department
- Phase 3 – Evaluation: Within the three (3) months following Phase 2, the evaluation will be completed, and a final written report will be produced and shared with all Parties.

The pilot project will focus on real-world effectiveness, examine operational challenges, examine cost-benefit analysis, and evaluate the integration with existing workplace safety protocols. The pilot will include a comparative evaluation of the two programs.

A working group will be established to oversee the pilot project including developing evaluation metrics with the evaluator, which may include a cost-benefit analysis; the number and types of objects identified or surrendered; the number of incidents involving weapons; violence incident and injury rates; and staff-reported perception of safety. The working group will be comprised of four (4) representatives, each from the Employer and the Union, and one (1) representative from the Ministry of Health.

The Parties will allocate funds up to a maximum of $3.73 million from the OHS fund through the Appendix A.1 (A) for the pilot project. The Parties will allocate an additional $100,000 from the OHS Fund for evaluation costs. The remaining funds will be provided to the participating health authorities to support, among other things, the procurement and installation of required equipment and systems, temporary positions, and other associated costs.

The Parties will meet to discuss whether there is interest in having another site participate in the pilot.

Amend the collective agreement, by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

EMPLOYER FUNDED NURSES' BENEFIT TRUST – SHARED INTENTION

The purpose of this memorandum of agreement is to confirm our shared intention and understanding that the Employer Funded Nurses' Benefits Trust (EFNBT) is to be funded by Employers and not funded by employees.

All ongoing funding for the EFNBT as agreed to in the EFNBT Funding Formula is to be paid 100% by Employers.

The parties will jointly instruct their trustees not to implement any co-payment obligations, except those that currently exist, without express agreement of both the NBA and HEABC.

This MOA will be satisfied once the above-described joint instructions are provided to the EFNBT.