



# **2019-2022 Nurses' Bargaining Association Provincial Collective Agreement: Summary of Changes**

**December 2018**

*The information in this document has been prepared for the use of HEABC members until the complete 2019-2022 Nurses' Bargaining Association Provincial Collective Agreement is published. This summary is not to be considered legal or other advice. Every effort has been made to ensure it is accurate; however, HEABC is not responsible for errors and omissions. Members are advised to contact their HEABC Labour Relations Consultant or Legal Counsel with any questions.*

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**PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Nurses' Bargaining Association (NBA) on November 25, 2018. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an "Interpretation/Comment Section" to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect April 1, 2019.

**TERM**

The parties agree that the term of the renewal of the 2014-2019 Collective Agreement shall be April 1, 2019 – March 31, 2022.

## **ARTICLE 5.02 – UNION DEDUCTIONS**

*Revised Collective Agreement Language*

### **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 employees' first name, last name, 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 .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.

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

**ARTICLE 11.03 – REGULAR PART-TIME EMPLOYEES**

*Revised Collective Agreement Language*

**11.03 Regular Part-Time Employees**

**(A) Definition**

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

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

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

Regular part-time employees may hold positions at up to two worksites with the same Employer provided the employee's multiple positions do not exceed a total of 1.0 FTE.

**(B) Benefit Entitlement**

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

## **ARTICLE 11.04 – CASUAL EMPLOYEES**

*Revised Collective Agreement Language*

### **11.04(C) Letter of Appointment**

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

~~In 2017, the Employer may require a casual employee to work a minimum of 300 hours over a twelve (12) month period. In 2018 and thereafter, the Employer may require a casual employee to work a minimum of 400 hours over a twelve (12) month period. Effective January 1, 2020, the Employer may also require a casual employee to work fifty percent (50%) of the 400 hours in March, June 15 – September 15, or December. Distribution of the 200 hour requirement will be by mutual agreement by the Employer and the employee. These This minimums requirement shall be outlined in the letter of appointment, and (C)(5)(a) shall apply.~~

#### **(2) General Availability**

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

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

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

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

- (a) Except as noted in (C)(3)(b), all casual employees shall provide for each month availability schedules in writing (or by an alternative method contemplated in (E)(1)(7)) to the Employer. These schedules must be provided by the first day of the month prior to the start of the following month, and must indicate the shifts and days when they are not available, if that availability differs from their stated availability for the previous month.

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- (b) During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.
- (c) The Employer may offer casual employees the opportunity to provide their availability and book shifts as far as six (6) months in advance in writing (or by using an alternative method contemplated in (E)(I)(7)).
- (d) The Employer is not required to call casual employees who do not provide their availability as required in (C)(3)(a).
- (e) The Employer is not required to call casual employees for shifts for which they have indicated they are not available.

**(4) Casual Availability Bonus**

- (a) Where the Employer determines that there is a need to provide a casual availability bonus (CAB) for a specific unit, area or program, the Employer will determine the number of casual employees that are required to be on the CAB list for the specific unit, area or program. Such casuals will be eligible for a CAB where the following requirements are met:
  - (i) the Employer and casual employee meet to review the casual employee's general, short-term and long-term availability to assess whether such availability meets operational and relief needs;
  - (ii) where the availability meets operational and relief needs as per 4(a)(i), the casual employee accepts and works shifts 85% of the time that they are offered in accordance with their agreed availability during a ~~six (6)~~ three (3) month period. In addition, no more than one half of the shifts refused are on evenings, nights and weekends within such periods.
- (b) At the end of each ~~six (6)~~ three (3) month period, casual employees who are eligible for the CAB shall receive a premium of two dollars (\$2.00) per hour for all hours worked within such period. This premium shall be in addition to any other applicable premium within the collective agreement.

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

- (a) Where the Employer requires a casual employee to work a minimum of ~~300 hours in a twelve (12) month period in 2017 and 400 hours over a twelve (12) month period in 2018 and thereafter~~, the following shall apply:
  - (i) If the employee has worked less than ~~150 hours in the six (6) month period in 2017, and 200 hours in the six (6) month period in 2018 and thereafter~~ following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the

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employee does not work the required minimum of ~~300 hours over the applicable twelve (12) month period in 2017, and 400 hours over the applicable twelve (12) month period in 2018 and thereafter~~, or provide a bona fide reason for not doing so, then they ~~will~~ may be removed from the casual register and their employment will end. This letter will be ~~sent to the employee~~ vetted by the manager prior to being sent to the employee by registered mail at their last known address or delivered by hand and will be copied to the Union.

- (ii) If the employee has worked less than ~~300 hours over a twelve (12) month period in 2017 and 400 hours over a twelve (12) month period in 2018 and thereafter~~ following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within thirty (30) days of receipt of the letter they ~~will~~ may be removed from the casual register and their employment will end. This letter will be vetted by the manager prior to being sent to the employee by registered mail at their last known address or delivered by hand and will be copied to the Union. ~~This letter and~~ will be deemed to be the notice to the Union described in Article 15.04.
  - (iii) If the casual employee appears on more than one casual register with an Employer and has not worked any of the offered hours within a six (6) month period on one or more of such casual registers, the Employer ~~shall~~ may remove the employee from such registers and advise the employee via their preferred email address, copying the Union, advising that they ~~will~~ may be removed from those casual register(s) where they have not worked unless they provide a bona fide reason for not accepting work within thirty (30) days of receipt of the letter. The letter will be copied to the Union.
- (b) Where the Employer declines to require a casual employee to work a minimum of ~~300 hours over a twelve (12) month period in 2017, and 400 hours over a twelve (12) month period in 2018 and thereafter~~, the following shall apply:
- (i) Where a casual employee has not accepted any work for a period longer than three (3) months the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.
  - (ii) Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee the casual employee will be deleted from the casual register.
  - (iii) If the casual employee's monthly availability over a three (3) month period (excluding June, July, and August) is inconsistent with their availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

**(6) New Qualifications**

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

**(7) Orientation**

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

**11.04(D) Casual Register**

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

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

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

By mutual agreement with the Employer, casual employees will be added to the register for additional wards, units or programs. Where such agreement has been reached, a revised letter of appointment shall be issued.

- (2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed ~~wards~~ units, departments, and programs in which the casual employee will work.
- (3) Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be made available at the worksite.
- (4) For the purposes of selection to a vacancy, the Employer shall use seniority hours from the last date of the payroll period immediately prior to the posting closing date.

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

- (1) The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall offer casual work as defined in Article 11.04(A) to casual employees in order of seniority providing the casual employee:

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- (a) is registered for work in the ward, unit or program where the work exists; and
- (b) has the qualifications and capabilities to perform the work being relieved; and
- (c) has been orientated to the ward, unit or program.

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

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

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

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

**(6) Telephone Call-In**

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

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

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

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

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

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

- (8) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: ~~ward/unit/department~~ /program or worksite), any combination of shifts.
- (II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(I) by the Employer.
- (III) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control).

#### **11.04(F) Wage Entitlement**

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

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for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained. Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

One annual increment for every 1950 hours of previous experience minus one increment for each year in excess of two (2) years to a maximum of a five (5) year lapse. If more than five (5) years have lapsed, there shall be no credit for previous experience<sup>1</sup>.

- (3) A regular employee who terminates ~~her~~ their employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- (4) When a casual employee applies for and receives a regular position with the same Employer with whom ~~she~~ they has been employed, ~~she~~ the employee shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes ~~her~~ their previous experience in accordance with the provisions of Article 52 (Previous Experience) whichever is higher, and shall advance to the next increment on ~~her~~ their anniversary date of employment.

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

#### **11.04(G) Benefit Entitlement**

##### **(1) Grievance and Arbitration**

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

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

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

##### **(3) Other Benefits**

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

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<sup>1</sup> May need to be amended to align with LPN wage grid

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

**(4) Health and Welfare Coverage**

**(a) Benefit Entitlement**

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

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

Where a casual employee subsequently elects to withdraw from the benefit plans, ~~she~~ they must withdraw from all three plans. Casual employees failing to maintain the required payments shall have the benefit plans terminated. ~~Those employees who voluntarily terminate, or are terminated from the plans by the Employer, will not be entitled to re-enroll. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following year.~~

**(b) Benefit Premium Refund**

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

(i) In order to be eligible, casuals ~~employees~~, once enrolled in the plan, must have worked 975 hours with the Employer during the yearly period October 1 to September 30. This includes all regular and casual hours worked by the employee for the Employer.

Alternatively, if a casual employee works 500 hours in the period March, June 15 to September 15 or December, they will also be eligible for the benefit premium refund as identified above.

(ii) The Employer shall pay eligible employees the lump sum refund by November 1 of each year.

~~(iii) Employees failing to attain 975 hours as an enrolled casual employee in any one-year period as specified above, regardless of their date of enrolment in the plans, shall not be entitled to a refund.~~

- (iv) ~~Should a casual employee enroll in the plans subsequent to September 15 of any year, eligibility for a refund at the appropriate rate shall be limited to the number of months paid by the employee.~~

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

If a casual employee accepts a temporary appointment pursuant to Article 17, they will have their status changed to regular for the duration of the time worked in the temporary appointment and then will revert to casual status upon the conclusion of the temporary appointment. The employee will receive regular benefits for the entire duration, with the exception of long-term disability, which they will receive for a maximum of two (2) years following the commencement of the temporary appointment and the employee will not be eligible to make a successive disability claim.

Notwithstanding the above, these benefits do not apply to temporary appointments under Article 17.02(A)

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

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

~~Access to these benefits shall cease when either:~~

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

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

#### **11.04(H) Seniority**

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

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

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

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

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

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

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

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

#### **11.04(K) Employer Approved Education Programs**

~~Casual employees attending Employer approved education programs shall be subject to the requirements pursuant to Article 35.03(E) - Employer Approved Education Leave. paid for by the Employer, where the total cost (including wages, if any) exceeds the dollar value represented by the equivalent of 156 hours at the employee's regular hourly rate, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for one year subsequent to the completion of the training or repay the total cost (including wages, if any) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.~~

## **ARTICLE 13 – SENIORITY**

*Revised Collective Agreement Language*

### **13.01 Definition**

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

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

#### **(B) Casual Employee**

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1950 hours per year. A regular employee who ~~terminates, at the discretion of the Employer, transfers to casual status or who voluntarily resigns her~~ their employment and is rehired by the same Employer as a casual employee within thirty (30) calendar days shall retain ~~her~~ their seniority accrued as a regular employee and shall maintain all accumulated seniority and benefits to the date of the transfer.

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

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

### **13.06 Seniority Lists**

#### **Preamble**

The parties agree to standardize seniority lists and to provide additional member information to the NBA so that it can better communicate with its members.

(A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be electronically posted or where electronic 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;

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- (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 date;
- (vi) wage schedule classification
- (vii) seniority date;
- (viii) seniority hours;
- (ix) job titles;
- (x) worksite;
- (xi) Social Insurance Number (each as a unique identifier, in encrypted format, subject to (B) below).

~~Encrypted Social Insurance Numbers will not be included on seniority lists posted at the worksite.~~

(B) HEABC agrees to meet with the NBA to explore options for a secure unique employee identifier that is compliant with privacy legislation.

~~In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.~~

~~It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.~~

~~Social Insurance Numbers will not be included on those lists posted at the worksite.~~

(BC) Where such lists are produced in electronic format, The Employer will provide them each seniority list to the Union in either Microsoft Excel or .csv this format provided that it can be done so at no additional cost to the Employer.

## **ARTICLE 16 – EMPLOYEE EVALUATION**

*Revised Collective Agreement Language*

### **16.01 Evaluations**

Formal written performance evaluations of each employee shall be carried out during the probationary period, ~~and not~~ Not less than annually thereafter, Employers will provide employees with performance feedback.

### **16.03 Records Removed**

#### **(A) Records of Disciplinary Action**

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

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

#### **(B) Letters of Expectation**

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed eighteen (18) months ~~thirty-six (36)~~ months after the date of the letter.

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

## **ARTICLE 17 – VACANCY POSTINGS**

*Revised Collective Agreement Language*

### **17.01 Postings**

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

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

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

- (C) The Employer will notify the successful applicant by email notification to the employee's preferred email address. In circumstances where the Employer does not have the capacity for email notification for the posting process, the Employer shall utilize another manner of notification as per the Employer's operational policy. Once the notification has been sent and confirmation of receipt received, the employee shall accept or decline the position within forty-eight (48) hours of the time of confirmed receipt of offer. In the event that the employee is unavailable to respond, she may submit a response through a designate. If the Employer does not receive a response within this time period, the job will be offered to the next eligible applicant.

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

- (D) Notwithstanding Article 17.01(A) above, N3 vacancies in mental health services and in extended long term care homes and intermediate care services will be dual posted for RNs and RPNs.
- (E) The Employer will post all Nurse 3 and 4 positions (~~with the exception of Public Health and Preventative Nurses~~) without the requirement for a BScN degree.

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

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The parties agree that, within six (6) months of ratification, the Nursing Policy Secretariat will seek input from the NBA and the Employer to determine the definition of BScN equivalency.

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

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

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

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

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

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

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

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

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

## **17.02 Temporary Appointments**

- (A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with

the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.

- (B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of nine (9) calendar months, the Employer shall post a notice relative to the nursing vacancy, including the expected duration of the position. Such temporary employment shall not exceed ~~fourteen~~ ~~(14)~~ twenty (20) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- (C) An employee that accepts a temporary Nurse 1 or Nurse 3 appointment up to ~~fourteen (14)~~ twenty (20) months in length shall commit to remain in the appointment for its entire duration unless the employee has a bona fide reason.

Notwithstanding the above, within the first thirty (30) days in the position, the employee may elect to leave the position and return to their previously held position. If the employee elects to leave the position, they will give twenty-eight (28) days' notice to the Employer. Employers will not be required to re-post the temporary appointment and can select the next eligible candidate.

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

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

A regular employee who holds a temporary appointment may apply on any ~~other regular~~ position, outside of the unit where the temporary appointment exists, where it results in a 0.08 or greater increase in their FTE of their permanent position or is a promotion. A regular employee who holds a temporary appointment may apply on any other position outside of the unit where the temporary appointment exists within eight (8)-six (6)-weeks of the expiration of the temporary appointment.

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

If a casual employee accepts a temporary appointment, they will have their status changed to regular for the duration of the time worked in the temporary appointment and then will revert to casual status upon the conclusion of the temporary appointment. The employee will receive regular benefits for the entire duration, with the exception of long-term disability, which they

will receive for a maximum of two (2) years following the commencement of the temporary appointment and the employee will not be eligible to make a successive disability claim.

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

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

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

- (E) A regular employee who is assigned to, or on ~~their~~ her own volition, fills a temporary appointment shall return to ~~their~~ her former position and pay rate without loss of seniority and accrued prerequisites when the temporary appointment ends.
- (F) In the event that an applicant for the posted position is not available to start the position within four (4) weeks of the commencement date of the temporary posting, the Employer shall not be required to consider such application.

### **17.03 Temporary Positions**

- (A) The Employer may create regular temporary positions ~~for vacation relief for more than one (1) incumbent~~ for up to six (6) months duration for vacation relief or skill consolidation.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, pilot projects, or term specific assignments) for up to twelve (12) months' duration, with the exception of capital projects which may be posted for up to thirty-six (36) months. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- (C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have their ~~her~~ status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will

return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

#### **17.04 Seasonal Part-time Positions**

- (A) For the purposes of this Article of the collective agreement, ~~S~~seasonal ~~P~~part-time ~~P~~positions are positions that are created by the Employer to address ongoing staffing challenges, such as those in geographic locations that have seasonal changes in service delivery needs.
- (B) A ~~S~~seasonal ~~P~~part-time ~~P~~position may be created by compressing a specified annual FTE into a smaller portion of a year (for example, an employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer. These positions will be posted pursuant to Article 17 – Vacancy Postings.
- (C) Employees working in ~~S~~seasonal ~~P~~part-time ~~P~~positions shall be covered by the provisions of this Agreement except as provided otherwise below.
- ~~(D) Employees may obtain a Sseasonal Ppart-time Pposition through a Sseasonal Part-time vacancy posted pursuant to Article 17 – Vacancy Postings.~~
- ~~(E)~~ (ED) An employee working in a ~~Seasonal Part-time Position~~ seasonal part-time position may choose to be paid either:
1. for those hours actually worked; or
  2. as a part-time FTE (for example, in the situation described in Item (B) above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours and when not working during the remainder of the year.
- ~~(F) Seasonal Part-time employees' vacation and sick leave accruals shall be based on hours paid.~~
- ~~(GE)~~ (GE) Seasonal ~~P~~part-time employees are entitled to all provisions of this Agreement pursuant to Articles 11.03(B)&(C) shall only use sick leave during the compressed work period described in Article 17.04(B) above.
- ~~(HE)~~ (HE) ~~After the completion of the term, A~~ ~~S~~seasonal ~~P~~part-time position may be eliminated at the discretion of the Employer upon sixty (60) days' notice to the employee, ~~working in the Sseasonal Ppart-time position.~~ If the ~~S~~seasonal ~~P~~part-time position is eliminated by the Employer, the employee that had been working in the position ~~will,~~ may elect to receive the full benefit of the seasonal part-time position (or a proration thereof), ~~at the discretion of the Employer, either be returned to her previous position or be entitled to all displacement rights under the PCA.~~

The employee will be entitled to all displacement rights under Article 19 and may elect to make their displacement choice either when the notice is received or when they return to work. If

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they chose to make their choice when they return to work, their choice will be based on the vacancies and seniority list current at that time. for the purposes of making their displacement choice at the discretion of the Employer, either be returned to her previous position or be entitled to all displacement rights under the PCA.

- ~~(f) This provision shall be operative from date of execution until the successful renegotiation of the 2019 PCA.~~

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

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

Regular relief positions will have a master rotation in accordance with Article 25 and are not required to be replaced when on leave.

A float relief nurse employee is a regular employee who is utilized for work as defined in Article 11.04(A) on a designated ward, unit, department, or program, or a series of wards, units, departments or programs at or from a designated worksite(s), which shall be indicated on the posting.

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

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

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

### **17.06 Multi-site Relief Positions**

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

### **17.07 Regular Flex Positions**

- ~~(A) The Employer may create unit, facility or Health Authority-based regular flex positions designated to fill short-term and long-term vacancies.~~

- (B) Regular flex positions will be posted as a 0.8 FTE position. Employees working in regular flex positions will be booked six (6) weeks in advance for 0.4 FTE, and may be scheduled for short-notice shifts for the remaining 0.4 FTE.
- (C) Regular flex employees will be paid a 1.0 FTE salary, inclusive of benefits, regardless of whether they were called in to fill a shift.
- (D) Regular flex positions will not be included on the master work schedule.
- (E) Insufficient notice per Article 25.08 will not apply to the scheduling of the remaining 0.4 FTE.
- (F) The parties will meet within ninety (90) days of ratification to determine the logistics of implementation of these positions.

### **17.08 Advanced Hire Positions**

- (A) The Employer may post regular advanced hire positions in anticipation of expected needs or vacancies.
- (B) Once the expected position becomes available, the Employer may appoint the advanced hire to that position without the need to further post under Article 17.01.
- (C) Notwithstanding the above, the Employer will not make any advance hire appointments until the completion of internal schedule changes pursuant to Article 25.03. The advanced hire will not participate in the internal schedule change.
- (D) The Employer may place an advanced hire employee into a regular or temporary unfilled vacancy on the unit on which they have been working provided that the vacancy is equal to their existing FTE (F/T to F/T and P/T to P/T within 0.08 of their FTE). The Employer will provide the employee with a minimum twenty-eight (28) days' notice of this placement unless otherwise agreed by the employee.

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

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

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**17.0710 Posting of Successful Candidate**

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

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

*Revised Collective Agreement Language*

**18.01 First Consideration**

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

**(B) Non-Specialty Positions**

~~At this stage the parties agree to expedite recognize the potential benefit of expediting the filling of vacancies where by agreeing to enable a Nurse Level 1 or Nurse Level 3 to apply on non-specialty vacancies within their same level (N1 to N1 position or N3 to N3 position) and within or across one or more of the enumerated program areas below that are equivalent to their current position without the need for an formal interview process and based on seniority but will need to establish agreed policy on what equivalency means linked to safe patient care. Applicants must possess the registration, skills and abilities as set out in the job description. Nurses will be provided with the usual unit/program orientation.~~

An employee applying on a non-specialty position will be deemed qualified and competent and will not need to go through the interview process where they move within or across the following program areas:

- i. General medical/surgical inpatient units
- ii. Community services (e.g. home health, primary health care, mental health)
- iii. Residential care

Nurses choosing to move from residential care to acute care may be required to participate in an informal conversation with the manager of the acute care unit to discuss the prospect for a successful transition.

(C) **Rural/Pediatric**

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

(D) **Mechanism for management to discuss patient safety and/or practice concerns**

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

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

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

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

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

~~ARTICLE 18.01 JOINT INTERPRETATION~~

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

- (A) ~~An regular or casual employee~~ relieving in a higher-rated ~~position~~ job shall receive the rate of pay attracted by the position. The Employer will apply the promotional language (18.06) and the employee will receive the higher rate of pay from the first day worked in the position.
- (B) If a regular employee is temporarily assigned to a lower-rated position, the employee shall incur no reduction to wages or benefits.
- (C) A casual employee who accepts a shift and is subsequently reassigned to a lower-rated shift shall incur no reduction to wages or benefits.
- (D) An employee who voluntarily accepts a shift will be paid the appropriate rate of pay for that position.

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## **ARTICLE 25 – WORK SCHEDULES**

*Revised Collective Agreement Language*

### **25.01 Master Work Schedule**

When a new master work schedule is being developed, Each the Employer shall, wherever possible, develop an equitable master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

### **25.02 Determination of Work Schedules**

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

Employees who would like an opportunity to create a master work schedule will be provided with all the necessary information to allow them to create a rotation. Upon receiving the information, the employees shall receive twenty-eight (28) days in which to create a proposed rotation. Master work schedules must satisfy operational requirements, and be compliant with this Agreement.

### **25.03 Internal Schedule Change**

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

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

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

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

### **25.04 Flexible Hours Self-Scheduling**

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

The parties recognize that self-scheduling is an option to consider that provides flexibility for employees' work schedules.

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Self-scheduling is a method of scheduling shifts on the same master schedule for regular baseline employees of the same classification and within their required FTE. Self-scheduling must be in accordance with this Agreement and the operational requirements defined by the Employer for the unit/worksite.

Where a majority of employees on a unit, program or department agree to consider self-scheduling the employees will follow the Employers' self-scheduling guidelines.

The Employer will create standard guidelines for the implementation of self-scheduling for employees and managers. These guidelines must include the following core elements:

- (A) Written staff commitment to the process;
- (B) Vacation planning process;
- (C) Opt in and out process;
- (D) Shift selection process; and
- (E) Clear timelines to complete the final work schedule.

The Employer will accommodate a self-scheduling request when:

- 1. it meets operational requirements; and
- 2. the Employer will not incur additional costs.

It is the responsibility of the individual employees to:

- 1. select their shifts in a manner consistent with organization policies & guidelines and this Agreement; and
- 2. collaborate with their colleagues to make changes or accommodations, balancing the need to provide appropriate shift coverage with individual choice.

Employees who do not participate in self-scheduling will continue to work in accordance with the master work schedule.

#### **25.06 Requirements of Work Schedules**

- (A) Work schedules may take the form of either two-shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.
- (B) The employee may request in writing to work fixed evening or night shift.

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- (C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- (D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- (E) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived. (Reference Memorandum of Agreement re Consecutive Shifts).
- (F) Except by agreement between the Employer and the employee concerned, each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty. (Reference Article 1.02 – Definitions.)

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

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

- (A) The parties recognize the particular and unique needs of clients dealing with community based health care services and that the provision of such services cannot always be predicted accurately in advance. In the interest of client care, it is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of the services. In this regard, the parties agree that work schedules for employees engaged in such activities will be scheduled on a flexible basis.
- (B) The scheduled hours of work for nurses within this program shall be flexible to a maximum of 150 hours within a four (4) week period. The Employer will identify each four (4) week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.
- (C) It is intended that the base schedule to which flexibility is to be applied shall be a seven and one half (7.5) hour work day.
- (D) In planning the proposed schedule, the seven and one half (7.5) hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.

The planning may also include the identification of possible day(s) or partial day(s) off. These day(s) are scheduled in anticipation of the employee working sufficient flexible time in excess of the base daily full-shift hours. It is understood that such day(s) off or partial day(s) will in fact be earned. It is also understood that employees are entitled to benefits in accordance with the base daily full-shift work day, as applicable while on paid or unpaid leaves of absence.

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- (E) Once posted the proposed daily schedule of hours can also be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.
- (F) The employee shall keep an accurate record of actual hours worked which will be submitted to his/her supervisor.
- (G) The Employer shall make every effort to notify an employee of any anticipated changes to the length of the work day.
- (H) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four (4) week period, it is agreed that no premium or penalty contemplated in Article 28 (Shift Premium and Weekend Premium) or 27 (Overtime) of ~~the Provincial~~ this Agreement shall apply where it results from an employee exercising his/her right to flexible work arrangements pursuant to this Article. (See Appendix "N")
- (I) Increases or decreases in caseload shall be a determining factor in the scheduling of hours of work within the four (4) week averaging period.

The parties agree that notwithstanding the above paragraph, the proposed daily schedule of hours of a regular part-time or casual employee who is working a flexible work schedule may be cancelled.

- (J) To ensure adequate services for the public and still maximize the number of employees with weekends scheduled off and evenings scheduled off, it may be necessary to schedule, by mutual agreement at the local level, six (6) consecutive days.
- (K) Flexible work schedules may be cancelled by either the employee or the Employer. Upon giving written notice of cancellation to the other party, new schedules will be implemented within ninety (90) days of the date of such notice. The new work schedules will comply with Article 25, ~~the conditions applicable to Continuing Care work schedules (i.e. Articles 25.06(A) to (D))~~.

#### **25.08 Insufficient Notice**

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

**ARTICLE 26.07 – PAID END OF SHIFT WORK**

*New Collective Agreement Language*

**26.07 Paid End of Shift Work**

Where an employee is required to perform work which extends beyond the end of their regularly scheduled shift by less than fifteen (15) minutes, they will be paid at their straight-time rate of pay for all time worked.

Where the time worked is fifteen (15) minutes or greater, the employee will be paid at the applicable overtime rate in accordance with Article 27 - Overtime.

## ARTICLE 27 – OVERTIME

*Revised Collective Agreement Language*

### 27.04 Application

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- (B) The maximum amount in an employee's overtime bank shall be forty-five (45) straight-time hours.
- ~~(C) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.~~
- ~~(D) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.~~

### 27.06 Overtime Offered and Accepted

An Employer may only cancel a shift that is both offered and accepted within twenty-four (24) hours of the start of the shift.

### 27.07 Overtime By Seniority

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

## **ARTICLE 28 – SHIFT PREMIUMS AND WEEKEND PREMIUM**

*Revised Collective Agreement Language*

### **28.01 ~~Application~~ Evening and Night 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) The evening shift premium shall be 70¢ per hour.
- B) The night shift premium shall be \$3.50 per hour.

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

### **28.02 ~~Shift~~ Premium**

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

### **28.03 ~~Weekend~~ Premiums**

~~Effective April 1, 2016, A~~an employee shall be paid a weekend premium of \$2.30 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. This Provision is not applicable to certain Employers: see Article 25.07(H).

### **28.043 ~~Super~~ Shift Premium**

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

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

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

### **28.04 ~~Working~~ Short Premium**

Staffing requirements are determined by patient care needs and staff scope and skill mix. Appropriate staffing requirements are supported through a timely, documented assessment of patient care needs ("workload assessment process") by the manager and nurse in charge.

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In instances where the workload assessment process determines that nurses providing direct patient care on a unit, program or department:

- (i) are working below Baseline and replacement is necessary but could not be found; or
- (ii) has identified Workload and determines that additional staff is necessary but could not be found.

the unit, department or program is deemed to be "Working Short".

Effective April 1, 2020, the Employer will pay an hourly premium to each nurse within the classification who is Working Short, as defined above, for the shift that is short. The premium will apply as follows:

- 1) For units, departments or programs with ten (10) or fewer nurses within the same Baseline classification on a unit, department or program, employees working on the unit, department or program during the shift in question in the same classification shall be paid a premium of five dollars (\$5.00) per hour for every hour that the unit, department or program is Working Short.
- 2) For units, departments or programs with eleven (11) or more nurses within the same Baseline classification on a unit, department or program, employees working on the unit, department or program during the shift in question in the same classification shall be paid a premium of three dollars (\$3.00) per hour for every hour that the unit, department or program is Working Short.

The Working Short Premium is triggered when units are "Working Short" as defined above.

If the unit, department or program is deemed to be Working Short following the start of a shift, it will have two (2) hours from the determination to find staff to meet the need before the premium is triggered. If staff do not arrive on the unit, department or program within the two (2) hours the premium will be paid retroactively from the hour of the determination until the staff arrive. Where no staff are found the premium will be paid until the end of the shift.

When the premium is triggered above, employees on the unit in the same classification who have staggered start and stop times will be paid the premium only for the hours deemed as Working Short.

Any concerns regarding the application of this Working Short Premium shall be brought to the SNSC for discussion.

The Employer will record each instance of the premium. The Employer will provide a summary of the premium utilization at each SNSC meeting.

### **28.05 Short Notice Premium**

Employees who are offered and accept a straight-time shift within twenty-four (24) hours of the start of the shift shall be paid a shift premium of \$2.00 per hour for each hour worked.

## **ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

*Revised Collective Agreement Language*

### **Preamble**

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 regulation. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the ~~Workers' Compensation Board~~ WorkSafeBC, providing the address, phone number, and website for the ~~Workers' Compensation Board~~ WorkSafeBC.

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

### **32.01 Joint Occupational Health and Safety Committee**

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

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

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

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

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

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

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

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

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

### **32.03 Safe Workplace**

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of ~~accidents~~ incidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- (B) An employee performing a ~~visitation~~ to clients in the community ~~shall~~ 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.
- (C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- (D) Critical incident support shall be provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. Appropriate resources will be made available as soon as possible following the incident. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay.
- (E) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products.

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

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

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

- (F) In keeping with the MOU *Workplace Violence Prevention* between HEABC, NBA and the MOH, Health Authorities and Providence Health Care and all Affiliate Employers agree to provide to employees with violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. 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.

- ~~(H) 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.~~

Within three (3) months of ratification, each Employer will develop an action plan for training development, which must be implemented within one (1) year of ratification.

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

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

Revised Collective Agreement Language

### 35.03(E) Employer Approved Education Leave

Regular or casual employees attending Employer-approved education programs where the Employer pays 225+56 hours or more for the employee to participate may be required to, must return to work at the same Employer or other Employer covered by the Provincial Collective Agreement for eighteen (18) months unless they have a bona fide reason, one (1) year subsequent to the completion of the training.

Upon successful completion of the education program and where the Employer requires an eighteen (18) month return of service, the employee must return to, or post into, a regular position in the area of nursing applicable to the education program. Should no regular position be available, the employer will create a regular relief line in the applicable nursing area equivalent to the employee's original FTE. Where the employee was casual prior to attending the education program, the regular relief line FTE will be based on the hours worked by the casual employee in the previous year or 0.5 FTE, whichever is greater. The employee will work in the regular relief line until the employee can secure regular employment in the applicable nursing area. The employee will not be required to post into a position which would result in a decrease in FTE or wages unless mutually agreed.

The eighteen (18) month period is extended by the length of time an employee is absent from work for any period greater than twenty (20) consecutive days, with the exception of vacation.

Should the employee fail to return to work for eighteen (18) months subsequent to the successful completion of the program without a bona fide reason, the employee must or repay the total cost (including wages) of the education program to the Employer on a pro-rata basis. This clause will apply to employees who commence an education program on or after the effective date of this Agreement.

If the employee:

- (a) is determined to be unsatisfactory in the qualifying period;
- (b) is not successful in completing the program; or
- (c) voluntarily withdraws from the program at any time prior to the completion of the program.

the employee shall be returned to their previous unit, with the same FTE (full-time to full-time or part-time to part-time within 0.08 FTE) as their original position. This will be achieved either by placing the employee into an unfilled position that aligns with their original FTE or creating a unit-based relief line that aligns with the employee's original FTE. The employee will remain in the relief line until they are successful in obtaining a regular position on any unit, department, or

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program for which they are qualified to work. An employee who was previously casual will revert to casual on their previous unit(s).

## **ARTICLE 38 – MATERNITY AND PARENTAL LEAVE**

*Revised Collective Agreement Language*

### **38.01 ~~Natural Mother~~ Maternity and Parental Leave – Birthing Parent**

#### **(A) Maternity Leave**

A pregnant regular employee shall be granted up to seventeen (17) consecutive ~~fifty-two (52)~~ weeks maternity leave of absence without pay. Such leave may commence ~~thirteen~~eleven (11) weeks prior to the ~~week in which her predicted~~ expected birth date week of confinement occurs or any time thereafter at the request of the employee. The maternity leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of ~~the~~ pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

#### **~~(1) Benefits~~**

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

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

#### **(B) Parental Leave**

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

#### **~~(1) Benefits~~**

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

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**(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, ~~she is~~ they are unable to return to work when ~~her~~ their leave ends under (A) above.

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

- (2) If the new born child will be or is at least six ~~(6)~~ months of age at the time the child comes under the care of the ~~mother~~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 ~~natural mother~~employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.
- (3) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 38.01 is limited to ~~eighty-nine (89)~~sixty-three (63) weeks.

~~(4) Benefits~~

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

~~(D) Additional Leave~~

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

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

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

- ~~(EG)~~ 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 ~~expected date of confinement~~.

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

### **38.02 Maternity Leave Allowance**

(A) An employee who qualifies for maternity leave pursuant to Article 38.01, shall be paid a maternity 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 leave allowance will consist of:

(1) One (1) week at eighty-eight percent (88%)<sup>2</sup> of the employee's normal weekly earnings;

(2) 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-eight percent (88%)<sup>3</sup> percent of the employee's basic pay.

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

(4) 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 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 leave.

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

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<sup>2</sup> Final percentage subject to costing. Intent is to be cost neutral.

<sup>3</sup> Final percentage subject to costing. Intent is to be cost neutral.

- (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.

### **38.032-Natural-Father-Parental Leave - Non-birthing Parent**

#### **(A) Parental Leave**

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

#### ~~(1) Benefits~~

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

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

If the new born 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 ~~father~~ 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 ~~the natural father~~ may apply for up to five (5) additional weeks parental leave without pay. The

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~~additional weeks must be taken immediately after the unpaid leave in Article 38.03(A) above. Five (5) weeks additional leave may be taken up to a maximum. The combined parental leave and parental leave (special circumstances) cannot exceed sixty-seven (67) of forty-two (42) weeks.~~

~~(I) — **Benefits**~~

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

~~(C) **Additional Leave**~~

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

~~**38.03 — Adoptive Parents**~~

~~(A) **Adoption Leave**~~

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

~~(I) **Benefits**~~

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

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

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

~~(B) **Parental Leave**~~

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

~~(I) **Benefits**~~

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

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

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

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

**~~(1) Benefits~~**

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

**~~(D) Additional Leave~~**

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

**38.04 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.

### **38.064 Return to Employment**

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

### **38.075 Bridging of Service**

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

### **38.06 SEB Plan**

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

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- ~~2. The objective of the Plan is to supplement employment insurance benefits received by eligible female employees who are on approved Maternity Leave pursuant the Provincial Collective Agreement.~~
- ~~3. All regular employees employed by the Employer who are in the Nurses' bargaining unit are covered by the Plan. Casual employees are not covered by the Plan.~~
- ~~4. The benefit level for eligible employees under the Plan is as follows:
  - ~~(a) Maternity leave allowance will provide eligible employees with two(2) weeks of the employee's normal weekly earnings as follows:  
  
85% of normal weekly earnings.~~
  - ~~(b) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and the employee's normal weekly earnings as follows:  
  
85% of normal weekly earnings~~
  - ~~(c) Benefits under this plan will not exceed seventeen(17) weeks inclusive of the two (2) week waiting period.~~
  - ~~(d) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.~~~~
- ~~5. Employees are not entitled to receive SEB Plan benefits and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided she satisfies the Employer that her absence is due to a valid health related condition, and that she is unable to attend at work to perform her duties.  
  
The employee shall not be prohibited from utilizing sick leave credits prior to, or subsequent to, a period of maternity leave with benefits payable in accordance with Section 3 above.~~
- ~~6. To be eligible for SEB Plan benefits as described in paragraph #3 above, an employee must:
  - ~~(a) not be in receipt of sick leave benefits;~~
  - ~~(b) must provide satisfactory documentation to the Employer that she has applied for and is in receipt of employment insurance benefits; and~~
  - ~~(c) an employee who is not eligible for or is disentitled to employment insurance benefits is entitled to the full amount of benefits under the Plan only under the following circumstances:
    - ~~(i) she does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or~~~~~~

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- ~~(ii) she works less than the required number of hours (15 hours per week); or~~
- ~~(iii) her earnings are at least equal to 20% of the maximum weekly insurable earnings.~~

- ~~7. The Plan will continue in effect until a new Provincial Collective Agreement is concluded between the parties.~~
- ~~8. The Plan will be financed by the Employer's general revenues either directly or through an insured arrangement.~~
- ~~9. The Employer shall keep a separate accounting record of benefits paid from the Plan.~~
- ~~10. On termination of the Plan, all remaining assets will revert to the Employer or be used for payments under the Plan or for administrative costs associated with the Plan.~~
- ~~11. The employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.~~
- ~~12. Payment in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.~~
- ~~13. HEABC will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.~~
- ~~14. In the event that present or future legislation renders null and void or materially alters any provision of this Article or the SEB Plan entered into between the parties, the following shall apply:
  - ~~(a) the remaining provisions of this Article or SEB Plan shall remain in full force and effect for the term of the Collective Agreement;~~
  - ~~(b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;~~
  - ~~(c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to the provisions of the Provincial Collective Agreement.~~~~

**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.

**ARTICLE 41 – LEAVE – PUBLIC OFFICE**

*Revised Collective Agreement Language*

**41 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 42.07 – LEAVE – WORKERS' COMPENSATION**

*Revised Collective Agreement Language*

**42.07 Leave – Workers' Compensation**

**(A) Entitlement to Leave**

An employee shall be granted ~~W~~workers' ~~C~~ompensation leave with net pay in the event that the Workers' Compensation Board (WorkSafeBC) determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of ~~W~~workers' ~~C~~ompensation 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 ~~WCB~~WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from ~~WCB~~WorkSafeBC arising from this claim. (See also Appendix "R")

**(B) Reimbursement to Employer**

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

**(C) Benefit Entitlement**

When an employee is on a ~~WCB~~WorkSafeBC claim all benefits of the Agreement will continue to accrue. However, an employee off work on ~~WCB~~WorkSafeBC claim shall receive net wages as defined by (A) above, and benefits ~~equaling~~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 ~~her~~ their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising ~~her~~ 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 ~~accident~~ incident covered by ~~Workers' Compensation~~ WorkSafeBC, shall be paid for from the employee's accumulated sick leave.

## **ARTICLE 43 – LEAVE – SPECIAL**

*Revised Collective Agreement Language*

### **Preamble**

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

#### **43.01 Accumulation**

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

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

#### **43.02 Application**

Special leave shall be granted as follows:

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

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- (H) Effective April 1, 2020 – one (1) personal leave day per calendar year;  
Effective April 1, 2021 – two (2) personal leave days per calendar year.

Such personal days are subject to operational requirements and cannot be attached to other leaves of absence, including vacation and paid statutory holidays.

**ARTICLE 44.02 – PEAK PERIOD RESTRICTIONS**

*New Collective Agreement Language*

**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.

**ARTICLE 45 - LEAVE – VACATION**

*Revised Collective Agreement Language*

**45.01 Vacation Entitlement**

- (A) Regular employees shall be entitled to vacation leave based on length of service.
- (B) July 1 shall be the cut-off date for the annual accrual of vacation entitlement.
- (C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

20 work days after 1 year of continuous\* service

20 work days after 2 years of continuous service

20 work days after 3 years of continuous service

20 work days after 4 years of continuous service

21 work days after 5 years of continuous service

22 work days after 6 years of continuous service

23 work days after 7 years of continuous service

24 work days after 8 years of continuous service

25 work days after 9 years of continuous service

26 work days after 10 years of continuous service

27 work days after 11 years of continuous service

28 work days after 12 years of continuous service

29 work days after 13 years of continuous service

30 work days after 14 years of continuous service

31 work days after 15 years of continuous service

32 work days after 16 years of continuous service

33 work days after 17 years of continuous service

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

(Reference Article 51 – Portability)

\*continuous service means years of service with the Employer but does not include any of the following periods:

- a. Time spent as a casual employee.
- b. Time spent on an unpaid leave of absence beyond 20 work days in any year.
- c. Time spent on layoff.
- d. Time spent in receipt of long-term disability insurance plan benefits.

#### **45.04 Scheduling of Vacation**

- (A) The Employer shall permit annual vacations to be taken during the entire year.
- (B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- (C) The selection of and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and HEABC.

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(D) Notwithstanding Article 45.04(C), employees may hold back up to thirty-seven and one-half (37.5) hours in the annual vacation planning process. This remaining vacation must be requested and approved by August 1st of each year. Any remaining vacation not scheduled may be scheduled by the Employer.

(DE) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.

(EF) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

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

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

(FG) Employees may, prior to the scheduling of vacations, request to have their vacations scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.

(GH) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit or ward have made their first choice of vacation time.

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## **ARTICLE 57 – GENERAL CONDITIONS**

*Revised Collective Agreement Language*

### **57.01 Transport Duty**

When an employee is required to transport a patient, the Employer shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

- (A) Transport services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- (B) All terms and conditions of ~~the this a~~ Agreement shall continue in force and effect while the employee is on transport duty. Notwithstanding the foregoing:
  - (1) An employee shall receive ~~theirher~~ regular pay and where applicable, overtime and other premiums while the patient is in ~~theirher~~ care.

and

  - (2) An employee shall be paid ~~theirher~~ straight time rate of pay for all other hours provided that the employee returns to the place ~~theyshe~~ normally works by the next available, suitable transport.
- (C) All accommodations, meals and related expenses shall be paid by the Employer.
- (D) Funds may be given to the employee if requested to cover such expenses prior to ~~theirher~~ leaving for transport duty.
- (E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.
- (F) Employees shall not be required to transport patients/residents/clients in their personal vehicles.
- (G) The parties agree to jointly develop guidelines regarding the safe transport of patients/residents/clients. The above will include guidelines related to risk and patient and nurse safety.

### **57.02 Use of Personal Vehicle on Employer's Business**

- (A) Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of ~~theirher~~ duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

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During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06.

- (B) In Northern and isolated areas where employees are required to travel on the Employer's business, the Employer shall provide and maintain safety and survival equipment as agreed by the local Occupational Health and Safety Committee.
- (C) ~~Employees who deliver direct patient/resident/client care and~~ who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage at the automobile allowance rates set by the Canada Revenue Agency, as follows: (i) effective November 1, 2012, fifty two cents (\$0.52) per kilometer.\* ~~In addition, regular employees who deliver direct patient/resident/client care and who are required to use their own vehicles in the ordinary course of performing their work duties shall be paid an additional fifty dollars (\$50.00) per month.~~
- (D) Business related mileage as per (C) above shall not include the normal distance an employee drives between ~~their~~ home and ~~their~~ regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than ~~their~~ regular worksite, ~~they~~she may claim as business related mileage all kilometres travelled from that location. If the business location is further than ~~their~~ regular worksite, ~~they~~she will claim all kilometres travelled which exceed the distance between ~~their~~ home and ~~their~~ regular worksite.
- ~~(E) The Parties agree to jointly develop guidelines regarding the safe transport of patients/residents/clients. The above will include guidelines related to risk and patient and nurse safety.~~

#### **57.05 Registration**

- (A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective College provincial regulatory body.
- (B) At the Employer's request, a nurse is required to confirm ~~their~~ authorization to practice by presentation of ~~their~~ registration card, ~~licenc~~license, permit or other proof acceptable to the Employer.

#### **57.06 Business Allowance**

All regular employees in community-based services will receive fifty dollars (\$50.00) per month as a business allowance.

**ARTICLE 62 – WAGE SCHEDULES**

*Revised Collective Agreement Language*

**A.1 General Wage Increases**

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

- April 1, ~~2019~~ 2015                      2.0 +.0%
- ~~February 1, 2016~~                      ~~Economic Stability Dividend~~
- April 1, ~~2020~~ 2016                      2.0 .5%
- ~~February 1, 2017~~                      1.0% + Economic Stability Dividend
- April 1, ~~2021~~ 2017                      2.0% .5%
- ~~February 1, 2018~~                      1.0% + Economic Stability Dividend
- ~~April 1, 2018~~                              .5%
- ~~February 1, 2019~~                      1.0% + Economic Stability Dividend

**A.2 LPN-Specific Compensation**

1. ~~Effective the first pay period after April 1, 2019, the The hourly wage rate grid for all LPNs, regardless of classification or increment step, will increase by one dollar (\$1.00) effective September 1, 2017. will be adjusted to the following:~~

<b>Effective First Pay Period after April 1, 2019</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year		
Level 1 (LPN)	<u>4,529</u>	<u>4,661</u>	<u>4,802</u>	<u>4,867</u>	<u>4,932</u>	<u>4,997</u>	<u>5,062</u>		
	<u>27.87</u>	<u>28.68</u>	<u>29.55</u>	<u>29.95</u>	<u>30.35</u>	<u>30.75</u>	<u>31.15</u>		
Level 2 (LPN)	<u>4,719</u>	<u>4,857</u>	<u>5,004</u>	<u>5,072</u>	<u>5,139</u>	<u>5,207</u>	<u>5,275</u>		
	<u>29.04</u>	<u>29.89</u>	<u>30.79</u>	<u>31.21</u>	<u>31.62</u>	<u>32.04</u>	<u>32.46</u>		

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and the LPN shall be moved on to the new grid based on years of service. An LPN with six (6) or more years of service shall be placed on the grid as though they had six (6) years of service (i.e., Seventh Year), and the LPN will not progress to the next increment step until April 1st of the following calendar year.

<b>Effective First Pay Period after April 1, 2020</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	
Level 1	<u>4,574</u>	<u>4,708</u>	<u>4,850</u>	<u>4,921</u>	<u>4,992</u>	<u>5,063</u>	<u>5,133</u>	<u>5,204</u>	
(LPN)	<u>28.15</u>	<u>28.97</u>	<u>29.85</u>	<u>30.28</u>	<u>30.72</u>	<u>31.16</u>	<u>31.59</u>	<u>32.02</u>	
Level 2	<u>4,766</u>	<u>4,906</u>	<u>5,054</u>	<u>5,128</u>	<u>5,202</u>	<u>5,276</u>	<u>5,349</u>	<u>5,423</u>	
(LPN)	<u>29.33</u>	<u>30.19</u>	<u>31.10</u>	<u>31.56</u>	<u>32.01</u>	<u>32.47</u>	<u>32.92</u>	<u>33.37</u>	

<b>Effective First Pay Period after April 1, 2021</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	<u>4,620</u>	<u>4,755</u>	<u>4,899</u>	<u>4,976</u>	<u>5,053</u>	<u>5,130</u>	<u>5,206</u>	<u>5,283</u>	<u>5,360</u>
(LPN)	<u>28.43</u>	<u>29.26</u>	<u>30.15</u>	<u>30.62</u>	<u>31.10</u>	<u>31.57</u>	<u>32.04</u>	<u>32.51</u>	<u>32.98</u>
Level 2	<u>4,814</u>	<u>4,955</u>	<u>5,105</u>	<u>5,185</u>	<u>5,265</u>	<u>5,345</u>	<u>5,425</u>	<u>5,505</u>	<u>5,585</u>
(LPN)	<u>29.62</u>	<u>30.49</u>	<u>31.42</u>	<u>31.91</u>	<u>32.40</u>	<u>32.89</u>	<u>33.38</u>	<u>33.88</u>	<u>34.37</u>

2. Effective the first pay period after April 1, 2019, each LPN who is paid at the First Year or Second Year wage grids will receive a retention payment of \$0.25 for each straight-time hour paid (to a maximum of 1950 hours). Once an LPN progresses to the Third Year wage grid, the retention payment ceases.

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**A.3 Forensic Psychiatric Nurse Wage Schedule Premium**

Starting the first pay period following January 1, 2016, the following wage schedule for Forensic Psychiatric Nurses will apply:

The general wage increase in A.1 will be applied to both forensic psychiatric wage schedules: A (Maximum Security) and B (Minimum/Medium Security & FCLN).

Effective April 1, 2019, Forensic employees will be placed on the appropriate general salary scale 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)): 2% of the hourly rate specified for a Nurse Level 3, Fourth Year.

<b>Effective January 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,467	5,666	5,867	6,066	6,268	6,468	6,670	6,859	7,095
	33.64	34.87	36.10	37.33	38.57	39.80	41.05	42.21	43.66
Forensic Nurse "B" (Min/Med Security & FCLN)	5,320	5,519	5,720	5,919	6,121	6,321	6,523	6,711	6,948
	32.74	33.96	35.20	36.42	37.67	38.90	40.14	41.30	42.76

<b>Effective First Pay Period after February 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,492	5,691	5,893	6,093	6,296	6,497	6,700	6,890	7,127
	33.80	35.02	36.26	37.50	38.74	39.98	41.23	42.40	43.86
Forensic Nurse "B" (Min/Med Security & FCLN)	5,344	5,544	5,746	5,946	6,149	6,349	6,552	6,741	6,979
	32.89	34.12	35.36	36.59	37.84	39.07	40.32	41.48	42.95

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<b>Effective First Pay Period after April 1, 2016</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,519	5,719	5,922	6,123	6,327	6,529	6,734	6,924	7,163
	33.96	35.19	36.44	37.68	38.94	40.18	41.44	42.61	44.08
Forensic Nurse "B" (Min/Med Security & FCLN)	5,371	5,572	5,775	5,976	6,180	6,381	6,585	6,775	7,014
	33.05	34.29	35.54	36.78	38.03	39.27	40.52	41.69	43.16

<b>Effective First Pay Period after February 1, 2017</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,594	5,796	6,002	6,206	6,412	6,617	6,825	7,017	7,260
	34.42	35.67	36.94	38.19	39.46	40.72	42.00	43.18	44.68
Forensic Nurse "B" (Min/Med Security & FCLN)	5,444	5,647	5,853	6,057	6,263	6,467	6,674	6,866	7,109
	33.50	34.75	36.02	37.27	38.54	39.80	41.07	42.25	43.75

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<b>Effective First Pay Period after April 1, 2017</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,622	5,825	6,032	6,237	6,444	6,650	6,859	7,052	7,296
	34.60	35.85	37.12	38.38	39.66	40.92	42.21	43.40	44.90
Forensic Nurse "B" (Min/Med Security & FCLN)	5,471	5,675	5,882	6,087	6,294	6,499	6,707	6,900	7,145
	33.67	34.92	36.20	37.46	38.73	39.99	41.27	42.46	43.97

<b>Effective First Pay Period after February 1, 2018</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,701	5,907	6,116	6,324	6,534	6,743	6,955	7,151	7,398
	35.08	36.35	37.64	38.92	40.21	41.50	42.80	44.01	45.53
Forensic Nurse "B" (Min/Med Security & FCLN)	5,548	5,754	5,964	6,172	6,382	6,590	6,801	6,997	7,245
	34.14	35.41	36.70	37.98	39.27	40.55	41.85	43.06	44.58

<b>Effective First Pay Period after April 1, 2018</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Forensic Nurse "A" (Max Security)	5,730	5,937	6,147	6,356	6,567	6,777	6,990	7,187	7,435
	35.26	36.54	37.83	39.11	40.41	41.70	43.02	44.23	45.75
Forensic Nurse "B" (Min/Med Security & FCLN)	5,576	5,783	5,994	6,203	6,414	6,623	6,835	7,032	7,281
	34.31	35.59	36.89	38.17	39.47	40.76	42.06	43.27	44.81

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**A.4 General Wage Scales**

<b>Effective First Pay Period after April 1, 2019</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,529	4,661	4,802	4,867	4,932	4,997	5,062		
	27.87	28.68	29.55	29.95	30.35	30.75	31.15		
Level 2 (LPN)	4,719	4,857	5,004	5,072	5,139	5,207	5,275		
	29.04	29.89	30.79	31.21	31.62	32.04	32.46		
Level 3 (RN/RPN)*	5,660	5,877	6,096	6,312	6,531	6,749	6,967	7,174	7,431
	34.83	36.17	37.51	38.84	40.19	41.53	42.87	44.15	45.73
Level 4 (RN/RPN)	6,730	6,851	7,001	7,179	7,395	7,570	7,788	7,999	8,250
	41.42	42.16	43.08	44.18	45.51	46.58	47.93	49.22	50.77
Level 5 (RN/RPN)	7,169	7,220	7,358	7,549	7,776	7,960	8,177	8,384	8,641
	44.12	44.43	45.28	46.46	47.85	48.98	50.32	51.59	53.18
Level 6 (RN/RPN)	7,462	7,523	7,661	7,853	8,089	8,281	8,506	8,711	8,962
	45.92	46.30	47.14	48.33	49.78	50.96	52.34	53.61	55.15

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	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Fourth Year</b>	<b>Fifth Year</b>	<b>Sixth Year</b>	<b>Seventh Year</b>	<b>Eighth Year</b>	<b>Ninth Year</b>
Level 1 (LPN)	4,574	4,708	4,850	4,921	4,992	5,063	5,133	5,204	
	28.15	28.97	29.85	30.28	30.72	31.16	31.59	32.02	
Level 2 (LPN)	4,766	4,906	5,054	5,128	5,202	5,276	5,349	5,423	
	29.33	30.19	31.10	31.56	32.01	32.47	32.92	33.37	
Level 3 (RN/RPN)*	5,773	5,995	6,218	6,438	6,662	6,884	7,106	7,317	7,580
	35.53	36.89	38.26	39.62	41.00	42.36	43.73	45.03	46.65
Level 4 (RN/RPN)	6,865	6,988	7,141	7,323	7,543	7,721	7,944	8,159	8,415
	42.25	43.00	43.94	45.06	46.42	47.51	48.89	50.21	51.78
Level 5 (RN/RPN)	7,312	7,364	7,505	7,700	7,932	8,119	8,341	8,552	8,814
	45.00	45.32	46.18	47.38	48.81	49.96	51.33	52.63	54.24
Level 6 (RN/RPN)	7,611	7,673	7,814	8,010	8,251	8,447	8,676	8,885	9,141
	46.84	47.22	48.09	49.29	50.78	51.98	53.39	54.68	56.25

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<b>Effective First Pay Period after April 1, 2021</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1 (LPN)	4,620	4,755	4,899	4,976	5,053	5,130	5,206	5,283	5,360
	28.43	29.26	30.15	30.62	31.10	31.57	32.04	32.51	32.98
Level 2 (LPN)	4,814	4,955	5,105	5,185	5,265	5,345	5,425	5,505	5,585
	29.62	30.49	31.42	31.91	32.40	32.89	33.38	33.88	34.37
Level 3 (RN/RPN)*	5,888	6,115	6,342	6,567	6,795	7,022	7,248	7,463	7,732
	36.23	37.63	39.03	40.41	41.82	43.21	44.60	45.93	47.58
Level 4 (RN/RPN)	7,002	7,128	7,284	7,469	7,694	7,875	8,103	8,322	8,583
	43.09	43.86	44.82	45.96	47.35	48.46	49.86	51.21	52.82
Level 5 (RN/RPN)	7,458	7,511	7,655	7,854	8,091	8,281	8,508	8,723	8,990
	45.90	46.22	47.11	48.33	49.79	50.96	52.36	53.68	55.32
Level 6 (RN/RPN)	7,763	7,826	7,970	8,170	8,416	8,616	8,850	9,063	9,324
	47.77	48.16	49.05	50.28	51.79	53.02	54.46	55.77	57.38

\* Includes Licensed Graduate Nurses, which are defined by the College of Registered Nurses of British Columbia as "nurses granted LGN registration in B.C. prior to Oct. 1, 1990. An LGN registrant may perform or provide services as if he or she is a registered nurse registrant."

**A.5 Grand-parented employees**

The following scales apply to former community LPNs who were working for an employer as a community LPN and paid as per the formerly applicable CBA Schedule on May 20, 2016 (the "Grand-parented LPNs")

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<b>Effective First Pay Period after April 1, 2019</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	28.36	29.10	29.92	30.79
LPN Supervisor	30.31	31.14	32.06	

and

<b>Effective First Pay Period after April 1, 2020</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	28.93	29.68	30.52	31.40
LPN Supervisor	30.92	31.77	32.70	

and

<b>Effective First Pay Period after April 1, 2021</b>				
	Step 1	Step 2	Step 3	Step 4
Licensed Practical Nurses (LPN)	29.51	30.27	31.13	32.03
LPN Supervisor	31.53	32.40	33.35	

and for those grand-parented LPNs who, at any point, prior to the first pay period after April 1, 2021 have greater than or equal to six (6) years of service, they will be moved from this scale to the appropriate LPN wage scale and be placed according to their years of service. For those grand-parented LPNs who remain on the scale for Grand-parented LPNs and who, on or after the first pay period following April 1, 2021 have greater than seven (7) years of service, they will be moved to the Eighth Year step on the appropriate LPN wage scale.

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**A.6 Special Wage Rate Schedules for Pine Free Clinic Nurses**

<b>Effective First Pay Period after April 1, 2019</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	5,993	6,229	6,464	6,695	6,934	7,160	7,383	7,585	7,841
Hourly Rate	36.88	38.33	39.78	41.20	42.67	44.06	45.43	46.68	48.25

<b>Effective First Pay Period after April 1, 2020</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	6,113	6,354	6,593	6,829	7,073	7,303	7,531	7,737	7,998
Hourly Rate	37.62	39.10	40.57	42.02	43.53	44.94	46.34	47.61	49.22

<b>Effective First Pay Period after April 1, 2021</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	6,235	6,481	6,725	6,966	7,214	7,449	7,682	7,892	8,158
Hourly Rate	38.37	39.88	41.38	42.87	44.39	45.84	47.27	48.57	50.20

## **ARTICLE NEW – DIRECT PATIENT CARE STAFFING**

*New Collective Agreement Language*

The parties to the Agreement share a desire to provide quality patient care for the people of British Columbia.

The parties recognize nursing as a fundamental element of the BC health care system. Patient care is complex and patient care needs require regular assessment.

For the purpose of this article patient care needs includes patient/resident/client care needs.

This article only applies to Health Authorities and PHC.

### **(A) Definitions:**

“Baseline” – the number of regular status nurses identified by job code on the unit, department, or program master work schedule required per shift to meet planned, direct patient care needs.

“Workload” - additional direct patient care needs, which exceed baseline as defined above (e.g. utilization of unfunded beds). The need for workload is determined through a patient care needs assessment process.

“Regular Relief” - Regular status positions created and utilized for work on a designated unit, department, or program, or a series of units, departments, or programs at designated worksite(s) as per Article 17.05.

“Patient Care Needs” - includes, but is not limited to, an assessment of number of patients, patient acuity/complexity/dependency, and anticipated rate of patient turn-over.

### **(B) Immediate Staffing Need (Short Term Replacement)**

Staffing requirements are determined by patient care needs and staff scope and skill mix. Appropriate staffing requirements are supported through a timely, documented assessment of patient care needs. Patient care needs will be determined jointly by the manager and nurse in charge of the unit, department, or program in conjunction with the patient care staffing assessment process.

#### **I. Application**

Where there are vacancies due to short-term absences, the Employer will make all reasonable efforts to replace those vacancies, except where the in-charge nurse and the manager agree that patient care needs can be met with the scheduled nurses.

The parties agree that in instances where patient care needs exceed the baseline capacity of a unit, department, or program, the Employer will make all reasonable efforts to call in additional nurses as necessary to meet patient care needs.

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All reasonable efforts include:

- Regular relief
- Re-assign staff, where appropriate
- Casual staff
- Regular part-time staff
- Staff on overtime

Where reassignment is deemed appropriate within the shift, the Employer shall canvas qualified employees for a volunteer. In the event that no employee volunteers, the Employer may select an employee for reassignment.

Where the Employer reassigns an employee, it will be done in a fair and equitable manner. Employees in relief lines will not be reassigned any more often than employees who are part of baseline.

Employees assigned to a unit will receive and complete a unit/site specific introduction checklist.

If additional staff are necessary due to emergent circumstances, whether within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the nurse who has been designated in-charge has the authority to call-in additional staff pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article 11.04 shall not apply.

Where the Employer has received forty-eight (48) hours' or less notice of a vacancy creating relief work as per Article 11.04(A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

## **2. Patient Care Staffing Assessment Process**

Workforce adjustments are necessary to address immediate (short-term) staffing requirements. Staffing requirements are determined by patient care needs and staff scope and skill mix.

The NBA and Health Authorities/PHC, through the SNSC, will develop a collaborative process for local level managers and in-charge nurses to determine staffing requirements that address short term patient care needs.

The local processes will:

1. Provide point of care, real-time decision making that utilizes nurses' professional judgement;
2. Be responsive, clear, concise, objective; and
3. Ensure the outcome is documented.

### **(C) Future and Predictable Staffing Need (Long Term Replacement)**

The Employer reviews predictable relief needs and make all reasonable efforts to replace staff on leave except where service levels are reduced. The Employer will determine the need for regular relief and/or advanced hire positions. Other options for future and predictable staffing needs may include temporary postings or temporary appointments pursuant to Article 11.04 and Article 17.

Such leaves include, but are not limited, to:

- Vacation
- Sick leave
- Union Leave
- Maternity/Parental leave
- Long-term disability

**ARTICLE NEW – DOMESTIC AND SEXUAL VIOLENCE LEAVE**

*New Collective Agreement Language*

**Domestic Violence Leave**

The Employer shall grant an unpaid leave to a maximum of seventeen (17) weeks for reasons related to domestic or sexual violence.

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.

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.

Casual employees shall not be required to be available for shifts for up to seventeen (17) weeks if the employee's unavailability is in relation to domestic or sexual violence.

**ARTICLE NEW – WORKING SHORT REBATE FUND**

*New Collective Agreement Language*

The parties have agreed to implement a Working Short premium in this Agreement.

The parties also recognize that at times the Health Authorities/PHC may have difficulty filling all shifts, despite every effort to recruit, educate and retain staff.

In recognition of this issue, HEABC and the NBA will establish a fund with the following amounts

- 2019/20                             \$1,750,000 one-time payment
- 2021/22                             \$7,000,000, and continuing each year.

Funds will be available to Health Authorities/PHC upon application.

One hundred and twenty (120) days prior to the beginning of fiscal year 2020/21, HEABC, the Ministry of Health and the NBA will meet to determine the application process and criteria. The application process will include the timelines for submission and decisions.

Applications will be adjudicated by a committee, consisting of the CEO of HEABC and the Chair of the NBA.

**MEMORANDUM OF AGREEMENT – EXTENDED WORK DAY/COMPRESSED  
WORK WEEK**

**ARTICLE 43 – LEAVE – SPECIAL**

*Revised Collective Agreement Language*

**Preamble**

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

**43.01 Accumulation**

An employee shall earn special leave credits with pay up to a maximum of one hundred fifty (150) hours at the rate of three point seven five (3.75) hours every four (4) weeks. ~~The accumulation of special leave credits shall commence January 1, 1980.~~ Special leave shall be granted ~~after July 1, 1980~~ to a maximum of the accumulated leave at the time the special leave is taken.

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

**43.02 Application**

Special leave shall be granted as follows:

- (A) marriage leave – thirty-seven and one half (37.5) hours;
- (B) ~~paternity~~ parental leave – thirty-seven and one half (37.5) hours;
- (C) to provide care to an immediate family member who has a serious illness up to fifteen (15) hours at one time;
- (D) to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to seven and one-half (7.5) working hours per calendar year;
- (E) leave of seven and one-half (7.5) hours may be added to twenty-two and one half (22.5) hours compassionate leave;
- (F) leave of seven and one-half (7.5) hours may be taken for travel associated with compassionate leave;

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- ~~(G) adoptive leave thirty-seven and one half (37.5) hours;~~
- ~~(G) leave of up to twenty-two and one half (22.5) hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence;~~
- ~~(H) Effective April 1, 2020 – seven and one-half (7.5) personal leave hours per calendar year;  
Effective April 1, 2021 – fifteen (15) personal leave hours per calendar year;~~

Such personal days are subject to operational requirements and cannot be attached to other leaves of absence, including vacation and paid statutory holidays.

**ARTICLE 45 – LEAVE – VACATION**

Revised Collective Agreement Language

**45.01 Vacation Entitlement**

- (C) Regular employees will be entitled to a vacation away from work, when the qualifying year(s) of service are attained before July 1, as follows:

150.0 working hours after 1 year of continuous\* service

150.0 working hours after 2 years of continuous service

150.0 working hours after 3 years of continuous service

150.0 working hours after 4 years of continuous service

157.5 working hours after 5 years of continuous service

165.0 working hours after 6 years of continuous service

172.5 working hours after 7 years of continuous service

180.0 working hours after 8 years of continuous service

187.5 working hours after 9 years of continuous service

195.0 working hours after 10 years of continuous service

202.5 working hours after 11 years of continuous service

210.0 working hours after 12 years of continuous service

217.5 working hours after 13 years of continuous service

225.0 working hours after 14 years of continuous service

232.5 working hours after 15 years of continuous service

240.0 working hours after 16 years of continuous service

247.5 working hours after 17 years of continuous service

255.0 working hours after 18 years of continuous service

262.5 working hours after 19 years of continuous service

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270.0 working hours after 20 years of continuous service  
277.5 working hours after 21 years of continuous service  
285.0 working hours after 22 years of continuous service  
292.5 working hours after 23 years of continuous service  
300.0 working hours after 24 years of continuous service  
307.5 working hours after 25 years of continuous service  
315.0 working hours after 26 years of continuous service  
322.5 working hours after 27 years of continuous service  
330.0 working hours after 28 years of continuous service  
337.5 working hours after 29 years of continuous service

(Reference Article 51 – Portability)

\*continuous service means years of service with the Employer but does not include any of the following periods:

- a. Time spent as a casual employee.
- b. Time spent on an unpaid leave of absence beyond 20 work days in any year.
- c. Time spent on layoff.
- d. Time spent in receipt of long-term disability insurance plan benefits.

**45.04(D) Scheduling of Vacation**

Notwithstanding Article 45.04(C), employees may hold back up to forty-five (45) hours in the annual vacation planning process. This remaining vacation must be requested and approved by August 1st of each year. Any remaining vacation not scheduled may be scheduled by the Employer.

**APPENDIX A.1 – MEMORANDUM OF AGREEMENT – ENHANCED DISABILITY  
MANAGEMENT PROGRAM - ADMINISTRATION**

*Revised Collective Agreement Language*

Whereas an Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centred, proactive, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury; and

Whereas the EDMP is governed by a Provincial Steering Committee (“PSC”) made up of equal representatives of the HEABC and the NBA; and

Whereas twenty-five percent (25%) of the cost savings from the EDMP are allocated to improve disability management (“Cost Savings”);

Therefore, the parties agree that:

Effective April 1, 2012, the parties will allocate an amount of two million, nine hundred and twelve thousand dollars (\$2,912,000) annually for the following purposes:

- (A) Approximately fifty percent (50%) of this amount will be allocated for the purposes set out in Appendix A.23 - Enhanced Disability Management Program — Regional Representation. Of which five hundred thousand dollars (\$500,000) will be used to pay for administration of the EDMP on a provincial basis which includes one Provincial EDMP coordinator for the employers appointed by HEABC/Health Authorities and one Provincial EDMP coordinator appointed by the NBA.
- (B) The remaining amount will be allocated for the purposes set out Appendix A.34 - Occupational Health, Safety and Violence Prevention Committee.

These coordinators in paragraph (A) above will report to the PSC and will work collaboratively to administer the program in a manner consistent with the goals and principles of the EDMP, including coordinating the work of representatives of each party and ensuring implementation of provincial standards.

The coordinators will be responsible, under the direction of the PSC, for the overall administration of the EDMP, including disbursing the funds remaining from the \$500,000 allocation. Priorities for these funds will include joint training for all stakeholders and the establishment and maintenance of a website and other communication tools.

~~The parties agree to establish a sub-committee to discuss and make recommendations to the parties on a governance structure for this committee. The subcommittee will provide their recommendations to the parties on or before March 30, 2012.~~

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**APPENDIX A.3 – MEMORANDUM OF AGREEMENT – ENHANCED DISABILITY  
MANAGEMENT PROGRAM – REGIONAL REPRESENTATION**

*Revised Collective Agreement Language*

An Enhanced Disability Management Program (“EDMP”) was incorporated into the collective agreement for the purpose of facilitating an employee centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

The parties agree to the creation of ~~eleven (11)~~ seventeen (17) 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:

- ~~32~~ VCH
- ~~34~~ FHA/PHSA
- 1 VCH/FHA
- 2 PHSA/Providence
- ~~23~~ VIHA
- ~~23~~ IHA
- 1 NHA
- 1 Affiliate Sites

The parties agree that the cost of the ~~eleven (11)~~ seventeen (17) union disability management representatives will be funded out of the Appendix A.2 - Enhanced Disability Management Program — Cost Savings.

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

**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 Position

**APPENDIX M – MEMORANDUM OF AGREEMENT – MANAGING STAFFING  
CHALLENGES IN THE HEALTH SYSTEM**

*Revised Collective Agreement Language*

**Preamble:**

The parties recognize that as a result of the nursing shortage there are staffing challenges throughout the BC health care system.

The parties recognize that solving these staffing challenges will take a variety of interventions over a period of time.

In certain areas there have been longstanding and consistent vacancy rates together with excessive use of overtime.

**Therefore:**

For the duration of this ~~MOU~~MOA the focus will be on the areas that have been identified by the Health Authorities as having the most acute combination of vacancies and overtime use, which are OR/PAR, ER, ICU/CCU.

~~Effective the start of the first pay period following sixty (60) days after ratification of the collective agreement,~~ The parties agree to the following:

1. Regular employees who are employed in:
  - (i) Operating Room and Post Anaesthetic Room (OR / PAR) with permanently assigned staff;
  - (ii) Emergency Departments (ER) with permanently assigned staff;
  - (iii) Intensive Care/Critical Care Units (ICU/CCU) with permanently assigned staff;will receive an additional fifty (50) dollars per month.
2. Regular part-time employees are entitled to such payment on a proportionate basis.
3. It is agreed that the parties will evaluate the effectiveness of this strategy in reducing the vacancy rate and use of overtime in the areas identified in Point 1 above. These evaluations will occur, at a minimum, by March 31, ~~2008~~2020 and no later than three (3) months before March 31, ~~2012~~2022.

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4. This Memorandum of Understanding is in effect from April 1, ~~2019~~2019 to March 31, ~~2022~~2022 and requires specific renewal to continue beyond the term of the current Collective Agreement. Despite the foregoing, the funding that was available for this initiative will continue. The parties will meet no later than three (3) months before March 31, ~~2022~~2022 with the objective of reaching mutual agreement on the application of the ongoing funding.

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**APPENDIX Q – MEMORANDUM OF AGREEMENT – CLIENT SPECIFIC NURSES FROM  
HOME SUPPORT AGENCIES**

*Revised Collective Agreement Language*

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 15 hours per week, up to 37.5 hours per week, on an ongoing basis, who has worked these hours in excess of 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 15 to 37.5 hours per week.
6. The Employer will make every effort to find replacement assignments for these employees if they lose hours within this range. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service.
7. Should they fall below this range of hours on an ongoing basis, displacement will be deemed to have occurred. Employees will have the option to revert to casual status or exercise their displacement options.
8. If employees choose displacement, the Employer will make every effort to find replacement assignments for these employees. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service. This will be the full extent of the Employer's obligations.
9. The hours of assignments, and the assignments themselves, are subject to fluctuation, on short notice. Where it is possible to reschedule these hours, they will be. Where the Employer is reimbursed for the lost hours, the employee will be paid accordingly.
10. The following provisions of the Provincial Collective Agreement apply to regular employees pursuant to this Memorandum:

Articles 1 to 10

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Articles 12 and 13

Articles 15 and 16

Article 18.05, 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 25.06

Article 25.07

Article 25.08(B)

Article 25.09

Article 25.10

Article 26

Article 27.01 to 27.04

Articles 28 to 62

This Framework for Settlement will be implemented within 60 days following ratification.

This Framework for Settlement is subject to funding from the applicable Ministries of the Provincial Government.

\* 18.05 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 Understanding was introduced in the 1998 to 2001 Provincial Collective Agreement. During bargaining for the 2019-2022 Provincial Agreement the Nurses' Bargaining Association proposed to delete this memorandum. Due to time constraints, the parties were unable to determine the applicability of this MOU. Therefore, the parties agree to review and update the MOU, including whether it should apply to licensed practical nurses, during the term of this Agreement.

**APPENDIX W – MEMORANDUM OF AGREEMENT – FTE SHOP  
FULL-TIME STEWARD POSITIONS**

*Revised Collective Agreement Language*

In the interest of developing quality labour-management relationships the parties have agreed to the continuation ~~of the, increase or creation of elected~~ full-time equivalent shop steward position(s) at the following locations:

Vancouver General Hospital	2.0 <u>FTE</u>
UBC Hospital	1.0 <u>FTE</u>
Lions Gate Hospital	1.0 <u>FTE</u>
Richmond Hospital	1.0 <u>FTE</u>
<u>BC Children and Women's Hospital</u>	1.0 <u>FTE</u>
St. Paul's <u>Hospital</u>	1.0 <u>FTE</u>
Mt. St. Joseph's <u>Hospital</u>	1.0 <u>FTE</u>
Royal Columbian Hospital	1.0 <u>FTE</u>
<del>Surrey Memorial</del>	<del>1.0</del>
Royal Jubilee <u>Hospital</u>	1.0 <u>FTE</u>
Victoria General Hospital	1.0 <u>FTE</u>
Nanaimo Regional <u>General Hospital</u>	1.0 <u>FTE</u>
Kelowna General Hospital	1.0 <u>FTE</u>
Royal Inland Hospital	1.0 <u>FTE</u>
<del>Prince George Regional</del> <u>University Hospital of Northern BC</u>	1.0 <u>FTE</u>
<del>Total</del>	<del>16.0</del>

~~The parties created sixteen (16) FTE Shop Steward positions during the 2006-2010 round of collective bargaining. In addition to the original positions, the parties agree effective April 1, 2012 to create an additional eight (8) FTE positions at the following locations:~~

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Surrey	<u>+2.0 FTE</u>
Burnaby	<u>1.0 FTE</u>
Abbotsford	<u>1.0 FTE</u>
Langley (with Community)	<u>1.0 FTE</u>
Eagle Ridge (with Community)	<u>1.0 FTE</u>
Chilliwack (with Community)	<u>1.0 FTE</u>
Vernon	<u>1.0 FTE</u>
South Island (LTC & Community)	<u>1.0 FTE</u>
Total	<u>824.0 FTE</u>

In addition to the above positions, the parties agree effective April 1, 2019 to create an additional two (2) FTE positions at the following locations:

<u>Vancouver (Community)</u>	<u>1.0 FTE</u>
<u>Forensic Psychiatric Hospital and Forensic Clinics</u>	<u>1.0 FTE</u>
Total	<u>82.0 FTE</u>

~~The parties agree that effective April 1, 2012, an amount equal to two (2) FTE will be allocated, on a proportional basis to Health Authorities, for the purposes of vacation relief. The parties also agree that the cost of the additional eight (8) FTE positions and the cost of an amount equal to two (2) FTEs for the purposes of vacation relief will be drawn from the 2010 – 2012 Total Compensation Residual monies.~~

The parties agree that the ~~twenty-four (24)~~ twenty-six (26) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the ~~twenty-four (24)~~ twenty-six (26) FTE allocation.

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These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- coordinate and assign duties and responsibilities of stewards as well as perform such duties when deemed appropriate and necessary by the full time steward;
- work collaboratively to resolve workplace differences short of grievance and arbitration;  
and
- track worksite issues and monitor trends.

These positions are intended to be full time and to operate on a regular schedule from Monday to Friday, unless the parties at a particular location mutually decide otherwise. Agreement on alternative arrangements will not be unreasonably withheld.

In the event that either the Health Authority or the Nurses' Bargaining Association (NBA) have concerns regarding the effectiveness of the working relationship at a particular location, the Vice President of Human Resources and the senior NBA representative will meet to discuss the most appropriate means of addressing the issues.

The effectiveness of the labour/management relationships will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors such as the disposition of grievances, improved resolution of workplace differences short of grievance or arbitration, as well as initiatives that have improved communications.

The parties agree to support joint education on topics which promote the development of quality labour/management relationships. In situations where facilitators/educators are used, such cost will be shared equally by the Employers and the Union.

Full-time stewards are entitled to up to a maximum of six (6) weeks of vacation backfill. An amount equal to two (2) FTE have been allocated to Health Authorities on a proportional basis for this backfill. An additional one (1) FTE will be allocated to Health Authorities on a proportional basis for this backfill for a total of three (3) FTEs.

**APPENDIX BB – MEMORANDUM OF AGREEMENT – JOB SECURITY**

*Revised Collective Agreement Language*

**Whereas:**

The Health Employers Association of BC ("HEABC") and the Nurses Bargaining Association ("NBA") recognize that the ongoing implementation of the Ministry of Health's strategic priorities may result in changes to the manner in which healthcare services are delivered over the term of the collective agreement.

-And-

The Ministry of Health will be conducting a review of long term care services including contracts, service standards, and education and training gaps of nurses in order to support the transformation of the community care services.

-And-

HEABC and the NBA have a shared interest in ensuring that these changes have as little impact as possible on nurses' employment security.

**Therefore, HEABC and the NBA agree that:**

**1. Acute Care and Community Nursing:**

For the purposes of this agreement no nurse will be involuntarily laid off due to contracting out or due to shifting healthcare resources from acute care to communities or long term care.

**2. Long Term Care Nursing:**

In consideration of the above health authorities and Providence Health Care will not layoff nurses employed in long term care as a result of any contracting out.

Further, health authorities will request the health authority contracted service providers to not proceed with any contracting out of nursing services.

Regardless of the review conducted by the Ministry of Health, if a nurse is involuntarily laid off by a contracted service provider due to contracting out the health authority will guarantee that the nurse will have no loss of salary, employment, benefits, service and seniority.

HEABC will facilitate the nurses' transition into another comparable nursing position into the following:

- a. in another health care affiliate site;
- b. in a health authority operated long term care facility;

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- c. in the community health sector; or
- d. in acute care.

Where the nurse is not sufficiently qualified and capable of filling a position the health authority and the Union will jointly determine the training, retraining, or skills upgrade the nurse requires and jointly develop an education upgrade plan for the nurse. The BCNU will consider assisting in the training, rehiring and/or skills upgrade costs.

### **3. Casual Employees**

If a casual employee is terminated due to contracting out, by an affiliate member who has contracted to provide services to a Health Authority/PHC, the Health Authority/PHC will make all reasonable efforts to add the casual employee to a casual list in a comparable nursing position within the Health Authority/PHC provided the casual employee has demonstrated they have the requisite qualifications prior to the placement on the list.

The Health Authority/PHC is not required to re-hire a casual employee that it has previously terminated.

The Health Authority/PHC will retain the discretion to determine the location, within the geographic region, of the placement based on operational needs.

### **34. Term**

This Memorandum shall be operative for the term of this Agreement ~~from date of execution until the successful renegotiation of the 2019 PCA~~ and requires specific renewal to continue beyond the term of the current Agreement.

**APPENDIX EE – MEMORANDUM OF AGREEMENT – INTEGRATION OF LICENSED PRACTICAL NURSES INTO THE NBA PROVINCIAL COLLECTIVE AGREEMENT**

*Revised Collective Agreement Language*

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 ~~the date of ratification of the 2014-2019 NBA Provincial Collective Agreement~~, except as set out below:

**I. Superior Benefits**

- a. The parties agree that all previously existing superior benefits to which LPNs were entitled under Employer-specific Memoranda of Understanding to the FBA and CBA collective agreements ~~will be are extinguished effective thirty (30) days after the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, except those set out in Appendix "A" to this Memorandum of Agreement.~~
- ~~b. The parties further agree that all superior benefits set out in Appendix "A" to this Memorandum of Agreement will be extinguished on March 30, 2019.~~
- b. 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 32.03 – Safe Workplace (only the requirement that nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population be provided with orientation, job shadowing, and/or in service where necessary for a minimum period of three (3) weeks)~~
- ~~e. Article 32.06 – Workload~~
- ~~f. Appendix "K" – LTD Stabilization Grant~~
- g. Appendix "M" - Managing Staffing Challenges in the Health Care System
- ~~h. Appendix "O" – Standards for Measuring Nurse Workload~~
- i. Appendix "TQ" - Client Specific Nurses from Home Support Agencies

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- j. Appendix "Y" - Pension for Retirees
- ~~k. Appendix "II" - Qualification Review Committee~~
- ~~l. Appendix "KK" - Transition to the 37.5 Hour Work Week~~
- ~~m. Appendix "NN" - Additional Nurse FTEs~~
- ~~n. Appendix "UU" - Joint Benefit Review Committee~~
- ~~o. Appendix "VV" - Pension Enhancement Program~~

**3. ~~The Parties will be reviewing the applicability of the following provisions of the NBA Provincial Collective Agreement to LPNs~~**

- ~~a. Appendix "P" - Incentive Payment for Pre and Post Retirees~~
- ~~b. Appendix "JJBB" - Job Security~~
- ~~c. Appendix "OO" - Acute/Long Term Care Staff Replacement - Long Term~~
- ~~d. Appendix "PP" - Acute/Long Term Care Staff Replacement - Short Term~~
- ~~e. Appendix "QQ" - Additional Patient Demand~~
- ~~f. Appendix "RR" - In Charge Nurse~~
- ~~g. Appendix "SS" - Community - Replacement of Absences~~

**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 for obtaining Regular Part-Time status will not apply to LPNs that, as of May 11, 2016, at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, are 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 her schedule, or
  - ii. The Employer changes the LPN's schedule for a *bona fide* operational reason.

- ~~b. Article 11.04: The parties agree that all LPN casual shifts that are scheduled at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement will be worked as scheduled.~~
- ~~c. Articles 18.05(a), 18.05(b) and 18.05(c): The parties agree that any LPNs that were promoted or transferred into a new position ninety (90) days or less before the date of ratification of the~~

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~~2014-2019 NBA Provincial Collective Agreement shall be entitled to the return to their previously held position in accordance with the terms of the collective agreement (FBA or CBA) that applied at the time of the promotion or transfer.~~

- ~~d. Article 19: The parties agree that any LPNs that were on layoff at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement shall continue to be covered by the collective agreement (FBA or CBA) that applied at the time of the layoff until such time as the laid-off LPN returns to regular employment.~~
- ~~e. Articles 21, 22, 23: The parties recognize that LPN Job Profiles and Job descriptions need to be created that are consistent with Articles 21, 22 and 23 of the NBA Provincial Collective Agreement. The Employer agrees to create LPN Job Profiles and Job Descriptions by no later than October 1, 2016.~~
- ~~f. Article 25 – Work Schedules: The parties agree that LPN work schedules will be brought into compliance with the NBA Provincial Collective Agreement by no later than April 1, 2017. The parties will meet within thirty (30) days of ratification of the collective agreement to discuss a mutually agreeable process for achieving this objective as expeditiously and efficiently as possible. The parties agreement with respect to Article 25 also applies to all other scheduling-related provisions of the NBA Provincial Collective Agreement, including, but not limited to: Article 26.02, Memorandum of Agreement Re: Extended Work Day/Compressed Work Week, Appendix "I", Appendix "N", Appendix "ZZ". All new LPN work schedules created following the ratification of the 2014-2019 HEABC-NBA Provincial Collective Agreement will comply with its scheduling language.~~
- ~~g. Article 28.02 – Shift Premium: Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same evening and night shift premiums that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the evening and night shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.~~
- ~~h. Article 28.03 – Weekend Premiums: Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same weekend premium that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the weekend shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.~~
- ~~i. Article 28.04 – Super Shift Premiums: Article 28.04 of the HEABC-NBA Provincial Collective Agreement will not apply to LPNs until April 1, 2017. Effective April 1, 2017, the super shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.~~

b. Classification Transition:

- 1. 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

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classification restrains 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. ~~Consolidated Certification:~~

- i. ~~The parties agree that LPNs will be included in the consolidated certification of each Health Authority/PHC by no later than September 1, 2016. The parties shall meet within thirty (30) days of ratification of the 2014-2019 NBA Provincial Collective Agreement to develop a process for achieving this objective.~~
- ii. ~~There will be no claims for back pay, compensation for missed shifts or other retroactive remedies as a result of the process of including LPNs in the consolidated certification of each Health Authority/PHC.~~

b. ~~Retroactive Seniority:~~

- i. ~~The parties agree to credit currently employed LPNs with all seniority that was lost as a result of resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement.~~
- ii. ~~On or before August 1, 2016, the NBA will provide each Health Authority/PHC with a list of all LPNs that it believes have lost seniority as a result of resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement. This list will also indicate the seniority hours that the NBA believes each LPN is entitled to.~~
- iii. ~~If necessary, the parties will develop a mutually able process through which the Union will be given access to the information that it reasonably requires to complete the list referred to in paragraph (b)(ii) above. The Employer will have no role in calculating seniority credit, but will give affected LPNs credit for all seniority identified by the NBA. This includes any recognition of seniority as per Appendix Z - Recognition of Seniority of the NBA.~~

c. ~~Seniority Application into the NBA:~~

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a. An LPN who becomes an RN/RPN and provides the Employer with RN/RPN registration, will have their her 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 and working as an LPN and as an RN/RPN will accrue seniority on the respective seniority list for the classification. A regular part-time LPN who also picks up extra shifts as an RN/RPN will have her RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 - Seniority.

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 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.

#### **d. Service**

The parties agree to review the issue of LPN service that was lost as a result of an LPN resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and the date of

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~~ratification of the 2014-2019 NBA Provincial Collective Agreement. This review will take place no later than sixty (60) days after the ratification of the 2014-2019 NBA Provincial Collective Agreement.~~

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## **APPENDIX JJ – MEMORANDUM OF AGREEMENT – STRATEGIC AND PROFESSIONAL PARTNERSHIP**

*Revised Collective Agreement Language*

### **Public Sector Governance and Accountability**

The Ministry of Health and Health Authorities are taking important steps to strengthen governance and accountability in the health system in British Columbia. On a strategic level, this action is informed by the Ministry of Health document *Setting Priorities for the BC Health System*, which sets out government's strategic priorities for the delivery of health care services, including:

- A renewed focus on patient-centered care in health service delivery systems and policy development;
- A focus on health service performance management and accountability through continuous quality improvement; and,
- A cross system focus on a number of key patient populations and service delivery areas those are critical to both quality and sustainability.

*Setting Priorities* also highlights the need to strengthen and clarify relationships, both across the public sector and within the health sector, in order to promote strategic collaboration.

### **Strengthening the Relationship with Nurses**

Within this context, the Ministry and Health Authorities are committed to and will be mutually accountable for strengthening and clarifying their relationship with BCNU/NBA at the provincial, regional and local levels. At the provincial level, this will be carried out through constructive engagement and dialogue between senior executives of the Ministry and Health Authorities and the BCNU/NBA, primarily through a number of key individual points of contact as well as the senior decision making committees of the Ministry, Health Authorities and BCNU/NBA. Constructive engagement and dialogue between the Parties is intended to:

- Enable effective alignment of strategic planning on issues significantly affecting nurses and their ability to provide patient-centred care;
- Enable strategic level discussions on major issues/policies affecting the Parties to this agreement;
- Support the development of effective relationships at senior decision making levels; and
- Support the improvement of engagement and consultation and mutual accountability between BCNU/NBA and Health Authorities at Regional and Local levels throughout the province.

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The following are the key interactive contacts for the Parties:

**a) Deputy Minister of Health - President of the BCNU/Chairperson of the NBA**

On an annual basis, the Deputy Minister of Health shall hold a meeting with the President of the BCNU and Chairperson of the NBA to share and discuss the Ministry of Health's strategic priorities for the upcoming year and any other provincial level issues affecting nurses.

**b) Leadership Council - President of the BCNU/Chairperson of the NBA**

On a quarterly basis, Leadership Council shall provide the President of the BCNU and the Chairperson of the NBA with the opportunity to meet with the Leadership Council and to submit proposals or issues for consideration that relate to strategic direction and policy where the following criteria are met:

- i. The proposal or issue relates to a significant operational change arising from strategic policy direction as it affects nurse staff, including consideration of best practices for change management; or,
- ii. The proposal or issue arises from research or policy initiatives undertaken by the BCNU/NBA.

**c) Health Authority CEOS - President of the BCNU /Chairperson of the NBA**

On an annual basis, each Health Authority CEO, along with certain members of their Senior Executive Team, will hold a meeting with the President of the BCNU and the Chairperson of the NBA as part of the Health Authority's annual strategic planning cycle. This meeting will provide a forum for the Health Authority to seek and for the BCNU/NBA to provide input on any significant proposed operational changes in each Health Authority arising from provincial strategic policy direction as it affects nurses, including consideration of best practices for change management.

**Requests for Disclosure of Information**

Any requests for disclosure of information related to the aforementioned process for constructive engagement and dialogue shall be reasonable in scope. Any information that is disclosed shall be used solely for the purpose of enhancing constructive engagement and dialogue.

**Roles and Responsibilities**

Nothing in this Memorandum limits the exclusive legal authority of the Ministry or Health Authorities to make decisions with respect to matters within their purview, nor will the process of constructive engagement and dialogue constrain the Ministry or Health Authorities from implementing change in the organization and delivery of services.

Nothing in this Memorandum limits the rights of the BCNU/NBA as provided for in the Provincial Collective Agreement between the Health Employers Association and the NBA.

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### **Separate Agreement**

This Memorandum is a separate and distinct agreement and its construction is not to be influenced or affected by the provisions of the Provincial Collective Agreement between the Health Employers Association of BC and the NBA. The provisions of the NBA collective agreement do not apply to this Memorandum.

### **Resolution of Disagreements**

If any of the Parties has a concern respecting this Memorandum, the President of the BCNU, the Chairperson of the NBA, the President of HEABC, the Deputy Ministry of Health and/or the Health Authority CEOs will meet to attempt to resolve these issues. Failing resolution, there are no further steps under this Memorandum to address such concerns.

### **Bill 29 Meetings**

The regular meetings established under this Memorandum shall replace the regular Bill 29 meetings that are currently required under the NBA Bill 29 Settlement Agreement. As such, regularly scheduled Bill 29 meetings shall no longer take place.

### **Termination**

~~This Memorandum shall terminate at the end of the term of this agreement or as otherwise agreed by the Parties.~~

## **APPENDIX JJ.3 – MEMORANDUM OF AGREEMENT – STRATEGIC AND PROFESSIONAL PARTNERSHIP**

*Revised Collective Agreement Language*

### **Background**

The scope of practice for Licensed Practical Nurses ("LPN"s), Registered Nurses ("RN"s) and Registered Psychiatric Nurses ("RPN"s) are set out in the Nurses (Licensed Practical), the Nurses (Registered) and Nurse Practitioners and the Nurses (Registered Psychiatric) regulations under the *Health Professions Act* (the "Act"). These scopes of practice are complemented by standards, limits and conditions that are set by the British Columbia College of Nursing Professionals ~~College of Licensed Practical Nurses of BC, the College of Registered Nurses of BC and the College of Registered Psychiatric Nurses of BC~~, as well as by employer policies and an individual nurse's competence to carry out a particular activity.

The Ministry of Health has recently completed updates to the scope of practice regulations for LPNs, RNs and RPNs under the Act, and is now in a position to work collaboratively with Health Authorities, Colleges and the NBA in consultation with others to ensure these scopes are optimized in practice settings across the continuum of care and in every part of the province.

The Parties recognize that the delivery of care requires well-functioning teams that value the contributions of all members. Research has shown that "Successful high functioning teams [are] fluid, confident, non-hierarchical, patient-focused and include the right nurses in the right job. Team members [have] autonomy over decisions within their scope of practice. They [make] decisions about complex patients through collaboration, negotiation and recognition of each member's expertise." 2014 Bauman et al. 01 (Reference: *High Functioning Nurse Teams: Collaborative Decisions for Quality Patient Care Bauman, et al NSRU - Health Human Resources Series 40 November 2014*) Research will be utilized to ensure that effective teams are supported which enable nurses to utilize their skills and abilities in order to effectively meet the needs of patients/clients/residents.

### **Nursing Policy Secretariat**

To that end, the Ministry ~~has~~ will be establishing a Nursing Policy Secretariat that as part of its role will:

1. Review current legislation, regulation, other standards, limits and conditions, and other types of practice restrictions to determine where there are opportunities to expand nursing practice to respond to patient and population health needs and the evolution of service design in British Columbia. The review will commence in early 2019 ~~be completed by December 31, 2016~~. As part of the review, the Nursing Policy Secretariat will consult with Health Authorities ("HA"s), Colleges, the NBA and other partners. ~~Further review will be undertaken on an annual basis thereafter.~~
2. Review any conditions set by the Colleges that require education through a named agency or additional education, and support the creation of a standard provincial approach for nurses to

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meet these conditions such that nurses will not need to retake this education solely because they change employers.

3. Review any other limits or conditions set by the Colleges ~~on an annual basis~~ to determine whether there is an opportunity to advocate for the adjustment or revision of these conditions.
4. Prioritize key opportunities for action based on the above by the Nursing Policy Secretariat in April 2017.
5. Review any concerns related to inconsistencies in permitted scopes of practice for nurses within a HA where:
  - a. The HA has approved a method to allow nurses to satisfy any limits or conditions associated with an activity;
  - b. The HA has allowed nurses to perform this activity in some settings and not others;
  - c. The HA's professional practice office and the BCNU's professional practice department have discussed the variability;
  - d. The rationale provided is not acceptable to the BCNU professional practice department; and
  - e. The BCNU professional practice department refers the matter to the Nursing Policy Secretariat.

### **Nursing Career Pathways**

- I. To reflect a strengthened professional practice commitment, the Parties agree that a robust career pathway for nurses will enhance recruitment and retention and support the delivery of safe patient care. Therefore, the Parties understand that the NBA will use part of their education fund to assist nurses in accessing education related to moving across the career ladder. In particular, the priorities for the BCNU NBA are:
  - a. Increasing LPN scope of practice through advanced competencies;
  - b. Supporting LPN to RN and LPN to RPN education and placement;
  - c. Supporting RN/RPN diploma nurses in achieving their Nursing Baccalaureate degree;
  - d. Increasing RN scope of practice through advanced competencies in areas such as anesthesia assistants, surgical assistants, and discharge authority;
  - e. Increasing RPN scope of practice through advanced competencies; and
  - f. Strengthening LPN, RN and RPN nurse leadership roles and skills across the health system.

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### **Increased Nursing Scope of Practice**

The Parties recognize that the BCNU has tabled three (3) proposals regarding the expansion of LPN, RN and RPN nursing scope of practice. The Parties further recognize that an expanded scope of practice for all nurses is essential to meet increased patient acuity as well as to provide further career development.

In recognition of this, the Parties in the future will consider the proposals tabled by the BCNU, attached as Appendices A, B and C to this Memorandum of Understanding.

### **Funding for Additional Opportunities**

The parties agree to establish a joint committee which will be responsible for providing funding for nursing professional development opportunities and education to expand nurses' scopes of practice. These opportunities include, but are not limited to, programs such as LPN Orthopaedic Tech, RN First Assist, RN First Call, Integrated Primary Care Nursing and RN Anesthetists. Health Authorities/PHC who are currently developing scope enhancement education may also apply to the committee for funding.

The committee will be comprised of one (1) member from the NBA and one (1) member from HEABC. The committee will receive one-time funding of \$1.4 million and will be responsible to determining how these funds will be allocated based on mutually agreed criteria.

The committee will meet within sixty (60) days of ratification of the term of this Agreement to determine Terms of Reference and funding criteria.

**MEMORANDUM OF AGREEMENT – RE: BC COLLEGE OF NURSING PROFESSIONALS  
REGISTRATION FEES FUND**

*New Collective Agreement Language*

The parties have agreed to allocate funding to the NBA to administer the reimbursement of nurses' annual registration and licensing fees paid to the provincial regulatory body as a condition of employment.

Effective April 1, 2020, a fund of \$7.5 million annually will be paid to the NBA for distribution to its' members.

An accounting of the distribution of the funds shall be provided by the NBA to HEABC ("Fund Report"). This Fund Report is to be provided to HEABC annually containing the following:

- 1) A clear description of the principles determined by the Union for the purpose of distributing the fund to members of the bargaining unit;
- 2) A presentation (to be reasonably determined by the NBA) that clearly shows the extent to which the fund has been fully allocated to members of the bargaining unit;
- 3) An attestation by the BCNU Chief Financial Officer that the Fund Report is true, complete, and correct.

In concluding this payment in accordance with the MOA, HEABC also advises that:

- 1) It will be the responsibility of the NBA and its bargaining unit members to comply with any federal and provincial laws that may apply in relation to the distribution of such funds; and
- 2) As per the MOA, it is intended that all of the \$7.5 million fund will be directed to the benefit of members of the bargaining unit. Should any payments be made contrary to this, HEABC will be entitled to any remedy available to it under the MOA.

## **MEMORANDUM OF AGREEMENT – RE: CLINICAL MENTORSHIP**

*New Collective Agreement Language*

### **Background**

The parties recognize that quality nursing practice is essential to the provision of safe patient care. Practical nursing skills are largely learned on the unit, whether through the consolidation of skills as new nurses, or through continuous learning as nurses progress through their careers.

The parties agree that nurses benefit from consistent, experienced mentorship and support at the unit level. Increasing clinical mentorship also aids with skill development, retention and recruitment and the promotion of safe patient care.

### **Clinical Mentor Positions**

The parties agree to create clinical mentor positions for the term of this Agreement. The majority of these positions will support Primary and Community Care.

Clinical mentors will primarily be responsible for providing rapid, elbow-to-elbow clinical mentorship on the unit. They will also work in conjunction with nurse educators to provide on-going education.

Clinical mentors will be included on the master rotation and be scheduled to work on day, night and weekend shifts. Clinical mentors will be paid at a Level 4 rate of pay and will not carry a caseload or provide relief.

Clinical mentors should have at least 3 years of nursing experience, and have recent, relevant experience on the unit(s) on which they will provide mentorship.

The Employer will develop a clinical mentor job description and provide it to the Union at the SNSC level within sixty (60) days of ratification. Within a further sixty (60) days of ratification, the Employer will post and fill these positions.

The Employer will also regularly provide all relevant data at the SNSC level so that the parties can evaluate these positions.

The NBA will allocate the following amounts to fund pilot positions:

- (a) \$2 million on April 1, 2020; and
- (b) \$2 million on April 1, 2021.

**MEMORANDUM OF AGREEMENT – RE: CONSECUTIVE SHIFTS**

*New Collective Agreement Language*

The parties acknowledge the importance of fair and equitable master work schedules and recognize that there are employees who would like the opportunity to eliminate or reduce the occurrence of six (6) consecutive shifts.

To that end, the parties have agreed to the following:

- (A) Where a master work schedule contains six (6) consecutive shifts in a block, and the majority of regular employees request a change, in writing, that limits the block to no more than five (5) consecutive shifts:
- a. The Employer will facilitate the work required in consultation with the employees on the master work schedule to reach agreement on a fair and equitable master rotation that will satisfy the needs of the employees in the same job code on the same master work schedule, meet the requirements of this Agreement, and meet operational requirements.
  - b. The consultation will include overall consideration of the impact on the master work schedule, including but not limited to the following:
    - i. Shift length;
    - ii. Full-time equivalent;
    - iii. Weekend distribution; and
    - iv. Vacation planning.
- (B) The parties recognize the complexity of this significant change for both the employees and employers. Therefore, we agree that this work will be augmented with the following:
- a. By April 1, 2019, the Employer will, in collaboration with the NBA, create a standardized process with guidelines for employers and employees.
  - b. Financial costs associated to the elimination of six (6) day rotations will be allocated and administered jointly by HEABC and the NBA. This commitment will be ongoing and shall be allotted to the health employers based upon the actual costs incurred in enabling the change. Funding will be jointly provided as follows:
    - i. \$2 million for 2019/20;
    - ii. \$3 million for 2020/21; and
    - iii. \$4 million for 2021/22 and ongoing.
  - c. The NBA and HEABC will allocate \$1,000,000 from the residual funds in Appendix I (Memorandum of Understanding - Responsive Shift Schedules (RSS)/Rotations) annually to

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hire and maintain full time rotation and scheduling officers to assist in facilitating the rotation change.

**MEMORANDUM OF AGREEMENT – RE: EMPLOYED STUDENT NURSE (ESN)**

*New Collective Agreement Language*

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 Professions Act, RSBC 1996, c.183 and the British Columbia College of 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 British Columbia College of Nursing Professionals (BCCNP) Rules and Registration Program Policies and Standards of Practice and this Letter of Understanding.
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 British Columbia College of Nursing Professionals (BCCNP) Rules and Registration Program Policies.

**(B) Off Duty Rights**

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Does not apply.

**(C) Appointment & Utilization**

- (1) The Employer will provide the undergraduate nurse with a letter of appointment immediately following recruitment, clearly stating their classification, wage level, worksite, and the unit, department, or program where they will be assigned.
- (2) The Employer will provide the undergraduate nurse with a work schedule. The work schedule will be determined by the Employer, after consultation with the undergraduate nurse regarding their education program. The establishment and potential variance of the work schedule is not subject to Article 17 - Vacancy Postings, Article 25 - Work Schedules or Article 26 - Hours of Work, Meal Periods, Rest Periods.
- (3) Undergraduate nurses will be scheduled as supernumerary to the existing staffing complement for the unit, department, or program in order to facilitate a safe work experience.
- (4) The Employer will provide undergraduate nurses with orientation to the unit, department, or program to which they are assigned.
- (5) At the beginning of the annual commencement of the program, the designated NBA representative will receive a list of the undergraduate nurses, indicating undergraduate nurse's name, unit, department, or program where assigned, and manager's name.

**(D) Casual Register**

Does not apply.

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

Does not apply.

**(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, 2018                             \$27.84
- ii.    February 1, 2019                       \$28.33

ESNs will not be eligible to receive the general wage increases in April 2020 and 2021.

**(G) Benefit Entitlement**

**(1) Grievance and Arbitration**

Where a difference arises between the parties relating to the interpretation, application, operation, or alleged violation of this memorandum during its term, the parties shall meet within fourteen (14) days and attempt to resolve the difference. Failing resolution such difference shall be referred to the British Columbia Healthcare Office of Arbitration for expedited arbitration to be held within thirty (30) days as per Article 10.02 of this Agreement.

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

Undergraduate nurses shall receive 8.0% of their straight time pay, exclusive of all premiums, if any, in lieu of scheduled vacations and paid holidays.

**(3) Other Benefits**

Undergraduate nurses shall be paid any earned shift premium, overtime (as per Article 11.04(l)) and premium pay for work on a paid holiday.

The provisions of Article 56.03 - Pay Days and Article 56.04 - Statement of Wages are applicable to undergraduate nurses.

**(4) Health and Welfare Coverage**

No change.

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

Does not apply.

**(H) Seniority**

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

Undergraduate nurses, while receiving workers' compensation benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority . This credit will be based on the number of hours worked as a undergraduate nurses during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

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

If an undergraduate nurse has been with the Employer for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

Undergraduate nurses cannot use their seniority to bid into, or otherwise access, positions in the bargaining unit prior to graduation.

Notwithstanding the above, within twelve (12) months of graduation they may use their seniority to post on nurse positions in the bargaining unit with the same Employer.

**MEMORANDUM OF AGREEMENT – RE: FORENSIC PSYCHIATRIC NURSES (FPNS)**

*New Collective Agreement Language*

Upon ratification, Forensic Psychiatric Nurses (FPNs) will be reintegrated to the General Wage Schedule and receive the Forensic Psychiatric Nursing Premium (FPN Premium).

Forensic Psychiatric Nursing Premium (FPN Premium)

All Forensic Psychiatric Nurses (FPNs) shall be paid the FPN Premium based on the following:

1. Forensic Nurse A (Maximum, Multi-Level Security) will receive an amount paid per hour based on four percent (4%) of the General Wage Rate Nurse Level 3 Eighth Year's hourly rate; and
2. Forensic Nurse B (Minimum, Medium Security, and Forensic Community Liaison Nurses) will receive an amount paid per hour based on two percent (2%) of the General Wage Rate Nurse Level 3 Fourth Year's hourly rate.

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## **MEMORANDUM OF AGREEMENT – RE: HEALTH AND WELFARE BENEFITS**

*New Collective Agreement Language*

### **Preamble**

The Parties recognize that a comprehensive and sustainable health care benefit plan is essential to the health and productivity of nurses in British Columbia.

In the last 10 years, the utilization of massage therapy covered by the benefit plan has increased by over 900%, from \$3 million to \$31 million dollars. At the current growth rate, massage therapy costs alone will be 3% of payroll by 2022. It is clear that the current rate of increase on spending for these benefits is unsustainable and that changes need to be made to secure the future of the nurses' benefits plan.

As the cost of massage therapy benefits is 71% of all paramedical benefits, the increased utilization of massage therapy benefits comes at the expense of improving other extended health and dental benefits such as vision care, prescription drug coverage, dental benefits and psychology.

The current benefit plan is also inflexible and fails to respond to the individual needs of nurses. Nurses are healthcare professionals and want to have a choice in the benefits that are provided. Any benefit plan changes must improve the health, social and economic well-being of all nurses.

The parties understand the need to have further discussions and conduct extensive consultation with benefit providers and nurses to determine what is driving the escalating costs of massage therapy at the expense of increasing other benefits.

A re-allocation of benefit funding could provide several opportunities for flexibility and benefit improvements for nurses. For instance, it could eliminate the plan deductible and co-pay, and allow nurses to purchase any benefit considered a medical expense by the Canada Revenue Agency, such as fertility treatment, laser eye surgery and occupational therapy. This potential re-allocation could also ensure that benefits are not lost annually, and may be carried forward for future use.

The parties are committed to improving the value of benefits to nurses and ensuring that those who are most vulnerable and in need are protected, while securing the sustainability of the benefit plan.

### **NBA Benefit Plan Working Group**

Therefore, the parties agree to establish a joint Working Group consisting of representatives from the NBA and HEABC. Over a period of twelve (12) months or otherwise mutually agreed by the parties, the Working Group will commit to examine the underlying causes of massage therapy utilization; including conducting comprehensive consultation with experts and nurses across the province. The Working Group will explore options for addressing this concern while continuing to protect the sustainability of benefits for all nurses, including the most vulnerable.

The Working Group will be tasked with providing recommendations that ensure the following principles are met:

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- Continuation of 100% Employer paid benefits
- A sustainable program that protects nurses' benefits
- Increased flexibility to the individual needs of nurses
- Increased individual decision-making over benefits

The parties will study two potential options for addressing massage therapy and other paramedical benefit utilization that will also meet these principles:

**1. The creation of an Enhanced Flex Benefit Account**

The Enhanced Flex Benefit Account ("Flex Benefit") would be an innovative, superior benefit which requires further exploration and development to maximize the benefit provided to nurses. The Flex Benefit would provide each nurse with an annual amount for all paramedical benefits, including massage therapy.

Unlike the current plan, the Flex Benefit would accrue and allow nurses to carry forward their balance every year, giving them individual choice on when and how the benefit may be used. This approach provides nurses with the freedom to use their benefits as they see fit, and will not change LTD, dental, prescription drug, or other Health and Welfare benefits currently provided.

The Flex Benefit may be used to purchase any benefit recognized as a medical expense by the Canada Revenue Agency including new benefits not covered by the current plan. It may also be used to provide increased coverage of existing benefits.

As the Flex Benefit is never lost, the balance may be withdrawn at retirement as a retiring allowance or pension enhancement.

**2. Reimbursement limit applied to massage therapy and other benefits improved.**

The parties acknowledge that nursing is a physically demanding profession that requires higher utilization of massage therapy by its members. This option would include capping the currently unlimited massage therapy benefit but at a level that would continue to cover a majority of massage claimants. The parties may consider re-allocating savings from this plan change to increase other benefits, such as vision care, dental coverage, psychology, and the elimination of deductible and co-pay.

Nurses across BC will be extensively consulted and will have a voice over which option they prefer. Either option will secure the sustainability of the nurses' benefits and provide an improved benefit plan.

In addition, the Working Group will explore opportunities to further support ill and injured workers, and add value to the benefits offered. Opportunities to be considered include but are not limited to:

- Improved access to Early Intervention Services for nurses enrolled in the Enhanced Disability Management Program (EDMP)
- Access to paramedical benefits at reduced rates
- Joint Employer-Union Wellness initiatives

### **Benefits Funding**

Depending on the option chosen, one of the following two benefits cost approaches will be implemented.

In the event the Parties are unable to reach agreement on the Benefits Funding approach by December 31, 2019, the matter will be determined by binding decision of Vince Ready.

#### **A. Flex Benefit Funding Option**

1. Upon formation of the Working Group, HEABC will provide or cause the Healthcare Benefit Trust ("HBT") and the HBT's contracted benefit providers to provide directly to HEABC or the NBA, all reasonable data requested by either the HEABC or the NBA and their respective designated advisors for purposes of analyzing the future provision by the Flex Benefit Account of benefits currently provided by the HBT. For purposes of clarity, such data will include all data necessary to perform an actuarial valuation of the benefit costs.
2. HEABC, NBA and their respective members on the Working Committee will maintain strict confidentiality in respect of the data.
3. The Parties agree that the current benefits provided by the collective agreement shall be maintained until January 1, 2021.
4. The Parties, through the Working Group shall negotiate an agreed-upon benefits funding model expressed as a fixed percentage of regular straight-time.
5. For clarity, the Parties, through the Working Group, will agree upon a reference period to determine the fixed percentage using the following formula: actual Employer cost of paramedical benefits divided by total straight time payroll.
6. The Parties agree that the funding formula determined for Benefits Funding pursuant to paragraph 4 shall remain fixed for the period January 1, 2021 to December 31, 2022 and will be subject to renegotiation under any renewal collective agreement.
7. If this option is selected, HEABC will ensure interim funding as necessary for the Flex Benefit program between January 1, 2021 and March 31, 2021.
8. The Working Group may enter into negotiations to effect an asset and liability transfer from HBT.

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9. The HEABC will indemnify and save harmless the NBA, its constituent unions, and the Flex Benefit program from any and all claims from HBT, the HEABC or the Government of the Province of British Columbia, including any exit levies from HBT or any other person or entity.

**B. Reimbursement Limit Funding Option**

1. If the recommendation is to implement reimbursement limits, the parties agree to negotiate limits for paramedical benefits that result in total paramedical benefit costs which approximates the benefits funding model above.

**Recommendations**

One year after ratification and comprehensive consultation with NBA members (or as mutually agreed between the parties), the Working Group shall make a recommendation to the Chair of the NBA and the CEO of HEABC to determine which benefit plan change option is most appropriate.

The parties shall implement the recommended option, effective January 1, 2021, or at an earlier date by mutual agreement.

**MEMORANDUM OF AGREEMENT – RE: NURSE STAFFING SECRETARIAT (NSS) AND  
NSS STEERING COMMITTEE**

*New Collective Agreement Language*

The parties agreed to a Letter of Agreement (LOA) re Implementation of Safe Staffing Provisions of the NBA Provincial Collective Agreement included in the 2014-2019 Provincial Agreement as Appendix II. The LOA was limited to the term of the Agreement and extinguished March 31, 2019.

This Letter of Agreement included language which established the Nurse Staffing Secretariat (NSS) and Nurse Staffing Secretariat Steering Committee (NSC). The parties agree that continuation of the NSS and NSC are beneficial. However, given the time constraints around bargaining the parties were not able to complete this work during renewal of the 2014-2019 PCA.

Therefore, the parties agree to revise and update the language with respect to NSS and NSC to be consistent with other collective agreement changes in this Agreement.

## **MEMORANDUM OF AGREEMENT – RE: PENSION PLAN REVIEW**

*New Collective Agreement Language*

### **Preamble**

The parties recognize that the sustainability of their pension benefits is a top priority for nurses. Nurses are currently enrolled in one of two pension plans: the Public Service Pension Plan (“PSPP”) and the Municipal Pension Plan (the “MPP”). The large majority of nurses in the NBA are enrolled in the MPP.

Over the last few years, major public sector pension plans in British Columbia, including the PSPP, have made significant plan design changes.

Nurses make up a significant number of MPP members, and nurses have one vote on the 16-member MPP Board. For partner decisions, the nurses have a weighted vote as part of the Municipal Employees' Pension Committee. This means that decisions impacting nurses' pensions may be made without their support.

The parties recognize that, since 2008, 1% of payroll has been set aside to provide funding for inflation protection and benefits for retirees who were members of the NBA. Due to pension plan rules, this Retiree Benefit Program funding has had to be administered other than as the parties intended.

Nurses are seeking changes to ensure nurses have control over decisions about their money and their pensions. Nurses believe several options exist which would serve their interests. These options include the creation of a separate Nurses Pension Plan (“NPP”) or the creation of a separate pool for nurses under the MPP, similar to the police and fire pool under the MPP.

The parties recognize the need for up-to-date data and actuarial analysis to properly inform nurses as they make decisions about the pension benefit.

Therefore, the parties agree that:

HEABC and the NBA will take the steps necessary to initiate an actuarial analysis with the Municipal Pension Plan Board of Trustees.

The parties recognize there are two potential options for a new governance model for the nurses that the requested actuarial analysis will consider. The two options for a new governance model are as follows:

The creation of an NPP (the “NPP Option”); and

The creation of a distinct group for nurses within the MPP (the “MPP Option”).

The NPP Option would allow the NBA to become a partner in its own pension plan and allow the nurses to appoint a representative number of trustees to its board.

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The MPP Option would create a separate group under the MPP structure and allow for differentiated benefit options for nurses and would require separate accounting and actuarial analysis in order to ensure nurses receive their share of experience gains or losses associated with nurses' pensions. Further, the MPP Option may require the separate administration of the money being contributed to the inflation adjustment account as a result of the integration of the 1% Retiree Benefit Program.

Any pension plan changes to implement options for the nurses must not negatively impact current MPP plan partners or MPP plan members. For any recommendations to be considered, the following principles must be met to the satisfaction of the MPP Board and MPP Plan partners and signatories:

1. There can be no adverse impact on contribution rates for nurses, the employers, government, or other members of the MPP as a result of any changes made to the governance of nurses' pensions.
2. Any change to a new governance model will not adversely affect the inflation protection that would be available to members of the MPP and the inflation protection available to retired nurses may be improved at no new cost to the employer.
3. The accounting of the assets and liabilities of the MPP would be changed to recognize the differential benefits and liabilities associated with the nurses' pension versus other MPP members' pension.

### **Pension Review Committee**

To determine the scope of the actuarial analysis, consider the findings of the actuary, and explore the options, the parties agree to the creation of the Pension Review Committee, which will be made up of three appointees from the NBA and three appointees from the Employer. The parties agree that they will make their appointments to the committee and the committee shall start to meet within 90 days of ratification of this Agreement.

The parties understand that any costs associated with the actuarial analysis, or any costs associated with the committee's review of the actuarial analysis, will be borne by the NBA.

Within 6 months of receiving the completed actuarial analysis, the committee, by majority vote, shall make a recommendation to the parties as to which model is most appropriate. In the absence of a majority vote, the status quo is maintained. Such recommendation would include either a recommendation to maintain the status quo, that a new group be established for the nurses in the MPP, or that a new NPP be established.

Any recommendation made by the committee may also include a recommendation that the BC Government amend legislation or regulation(s) necessary to effect the proposed changes (such as the Designated Institutions Regulation, BC Reg 158/2003 and the Pension Benefits Standards Act, S.B.C. 2012, c. 30).

Once a recommendation is made by the committee, the Employer and union agree to do all things within their authority to implement the recommendation, including making any necessary proposals to the MPP Board of Trustees and initiating collective bargaining discussions to facilitate any necessary

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changes to the NBA agreement. Any collective agreement changes would require the approval of the Minister responsible for the Public Sector Employers Act and the Minister of Health.

## **MEMORANDUM OF AGREEMENT – RE: PERFORMANCE FEEDBACK WORKING GROUP**

*New Collective Agreement Language*

### **Background**

Article 16 of the 2014-19 NBA Collective Agreement provides for formal written performance evaluations of each employee during the probationary period and not less than annually, thereafter. For various reasons in the health care sector, the completion of annual evaluations has been inconsistent over time.

Effective performance feedback should not only identify areas for development but also instill confidence and provide recognition of areas of strength for both managers and employees. Effective feedback is an important aspect of staff retention, staff development and positive work relationships between managers and employees.

Human resource literature has identified a trend moving away from the formal, written annual performance reviews to approaches which support regular feedback and check-ins with staff. Further, reciprocal, open dialogue promotes a healthy, engaged and productive workforce. To this end, the parties have previously agreed to implement the National Standard for Psychological Health and Safety in the Workplace (the “Standard”).

Several health authorities have been working on programs to support regular and on-going communication between managers and employees. These programs, or core elements of them, may be used as a standardized approach for all health care employers.

Technological advances have created the opportunity to support regular, documented feedback in a way that minimizes the workload on both employees and managers.

### **Performance Feedback Working Group**

The parties agree to establish a Working Group to develop a positive learning program for managers and employees, including tools to support effective performance feedback.

Within sixty (60) days of ratification, the parties will agree on Terms of Reference for the Working Group. These Terms of Reference will identify the participants from both the Employers and the NBA.

The Working Group will be supported by a small secretariat, including project management support. Funding of \$50,000 will be provided for the secretariat. A work plan will be developed and approved by the parties, within sixty (60) days of approval of the Terms of Reference.

The Working Group will complete the following work:

1. Literature review of performance feedback approaches, particularly in health care.
2. Identification of current innovative feedback practices in place at BC health care employers and elsewhere.
3. Conduct focus groups with staff and managers to understand current practices, barriers and future opportunities.
4. Development of modern approaches for performance feedback, applicable to health care employers in BC. This work will include:
  - a. Development of material, education and tools to support managers
  - b. Development of material, education and tools to support employees
5. Identification of technology and system to support the approaches developed.
6. Development of an implementation plan encompassing education, change management and formal evaluation of the program.

The Working Group will be guided by the following principles. Feedback is intended to:

- Be a positive opportunity for reciprocal feedback between managers and employees;
- Support the implementation of the Standard;
- Be regular and timely;
- Positively identify areas of strength and opportunities for development;
- Create a culture of positive communication in work areas; and
- Be supported by technology and processes which minimize the administrative burden on managers. Technology may support discussion but not replace face-to-face feedback and dialogue.

The Working Group may establish sub-groups to work on specific tasks.

The Working Group will provide bi-monthly progress reports to the parties and will complete the work with a final report provided by March 31, 2020.

## MEMORANDUM OF AGREEMENT – RE: PRIMARY AND COMMUNITY CARE MODEL IMPLEMENTATION

*New Collective Agreement Language*

### **Background**

BC Health Authorities and Providence Health Care (PHC), the NBA and HEABC share a strong commitment to the successful integration of 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 interdisciplinary primary care teams focused on longitudinal care relationships with patients, families and communities; and
- A relationship between the Primary and Community Care team and Specialised Community Service Programs (SCSPs) in the interests of providing person-centred, 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; Specialised 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.

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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.

## **MEMORANDUM OF AGREEMENT – RE: PROFESSIONAL RESPONSIBILITY PROCESS**

### *New Collective Agreement Language*

The purpose of this Memorandum of Agreement is to clarify and streamline the process through which professional practice problems are addressed.

### **Background**

In the 2014-2019 NBA Collective Agreement, the parties restructured the professional responsibility (“PR”) process under Article 59 (Professional Responsibility Clause) and improved collaboration through the creation of PR guidelines and joint education.

Since a large majority of PR concerns were related to staffing, the parties also agreed that it was necessary to address these concerns through an alternative process.

### **Professional Responsibility Process**

The parties now agree to a revised PR process to address only professional practice problems, which includes any practice problem related to the Nursing Standards of Practice of the provincial regulatory body including those which may put patients, residents and/or clients at risk.

The parties agree to implement the following collaborative, problem-solving process for Health Authorities/PHC:

1. If a professional practice problem arises, the nurse will have a discussion with their excluded manager or excluded designate to try to address the practice problem at the local level.

At their discretion, the nurse may choose to bring a colleague to the discussion.

The nurse or the manager may seek advice from the Health Authority/PHC Professional Practice Office (“PPO”) and/or the Provincial Union Professional Practice Department or designate as advised by the Union (the “Union PPD”).

The nurse and the manager should discuss the practice problem and agree on a reasonable timeframe to implement changes and/or complete further follow-up. The nurse and manager may include other participants as needed, such as a nurse educator, to assist with addressing the practice problem.

The parties’ mutual intention is to collaborate on solutions that address the practice problem. It is recognized that achieving solutions may involve further work by the manager and/or the nurse prior to resolving the practice problem.

2. Prior to any escalation of the practice problem, if the Health Authority/PHC PPO was not involved in the discussions, the PPO will review the practice problem and may assist the nurse and the manager to resolve it.

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3. If the nurse believes that the PPO is not available within a reasonable timeframe, the practice problem has not been fully addressed or that the implementation timeframe is not reasonable after involving the Health Authority/PHC PPO, the nurse may submit a Professional Responsibility Form (PRF) to the excluded manager. A copy of the PRF will be sent to the Health Authority/PHC PPO and the Union PPD.
4. The Union PPD will review the PRF and may have further discussions with the nurse and/or the Health Authority/PHC PPO.
5. If the practice problem is not resolved, the Union PPD will create a report outlining the practice problem, a summary of any solutions identified by the parties, any further recommendations, and any outstanding concerns.
6. This report will be sent to the respective Health Authority/PHC Chief Nursing Officer ("CNO") with a copy sent to the Health Authority/PHC PPO, the nurse and the manager. The CNO will acknowledge receipt of the report in writing to the parties and will provide a response including any further actions suggested, or agreed to, by the CNO.

The parties agree to implement the following collaborative, problem-solving process for Affiliates:

1. Where the nurse identifies a professional practice problem, they will initiate a discussion with the excluded manager or excluded designate. At their discretion, the nurse may choose to bring a colleague to the discussion.

The nurse and the excluded manager or excluded designate:

- a) will collaborate on solutions;
  - b) will agree on a reasonable timeframe to implement changes and/or complete further follow-up;
  - c) may include other participants in the discussion as needed (e.g., educator); and
  - d) may seek advice from the provincial regulatory body and/or Union PPD.
2. If the practice problem is not resolved, the nurse will fill out a PRF and copy the Union PPD, the excluded manager and the Affiliate Executive Director.
  3. The Union PPD will review the PRF and may have further discussions with the nurse, excluded manager, excluded designate and/or the Affiliate Executive Director.
  4. If the practice problem remains unresolved:
    - a) the Union PPD will create a report as described in paragraph 5 above and send it to the Affiliate Executive Director with a copy to the nurse and the excluded manager;

- b) the Affiliate Executive Director will acknowledge receipt of the report in writing to the parties and will provide a response including any further actions suggested, or agreed to, by the Affiliate Executive Director.

The parties further agree that:

- (A) Staffing and workload issues will be addressed through a separate process.
- (B) Nurse safety issues are addressed through Article 32 – Occupational Health and Safety Program and the Workers Compensation Act.
- (C) Ongoing, timely communication is an important element in the PR process.
- (D) The PR process is a joint problem-solving and learning process and is not expected to result in any discipline.
- (E) The PR process is not a labour relations process. If the nurse brings a colleague to the discussions who is also a Union steward they will attend in a support role only.
- (F) Funding for additional professional practice resources per Health Authority/PHC and Affiliates will be provided through this Agreement, to be determined and mutually agreed by the parties. Such resources may include additional work to support point of care nurses through mentorship, leadership and/or other means agreed by the parties.
- (G) Within sixty (60) days of ratification:
- i. The parties will create a PR working group comprised of up to three (3) representatives each from the Employer and the Union.
  - ii. The PR working group will communicate to the Health Authorities/PHC that all outstanding PRFs at the Health Authority/PHC Senior Review Committee (“SRC”), or in referral stage, will stay at the SRC level through until their closure.
  - iii. The Union PPD will review all PRFs filed December 1, 2017 up to and including date of ratification and identify those related to practice problems. The PRFs related to practice problems will be brought to the PR working group.  
  
The remaining PRFs will be themed. The Union PPD will prepare a report for the Health Authority/PHC Vice President of Human Resources. The Health Authority/PHC will review the report and provide a summary of the outcome(s) to the Strategic Nurse Staffing Committee.
  - iv. Effective the date of ratification, nurses will continue to raise and discuss practice problems with their excluded manager or excluded designate to try to address the practice problem at the local level. The nurse or the manager may seek advice from the Health Authority/PHC PPO and/or the Union PPD or designate as advised by the Union PPD.

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- (H) Within a further ninety (90) days, the PR working group will:
- i. Review the outstanding PRFs identified by the Union PPD in (G)(iii) above and apply the new PR process.
  - ii. Develop and deliver a joint communication that will outline the process that is underway, advise authors and the Employer that the PR file is closed, and provide the authors' options under the new process.
  - iii. Create a new mutually agreeable Professional Responsibility form (PRF), joint guidelines and education, a communication plan on the new process and the new PRF, and other matters as mutually agreed by the parties.
- (I) The PR working group will determine a provincial evaluation plan and metrics to assess the new PR process and PRF.

This Memorandum of Agreement replaces Article 59 (Professional Responsibility Clause) effective the date of ratification for the term of this Agreement and will expire on March 31, 2022. Upon expiration of this Memorandum of Agreement, the parties will return to the process under Article 59, unless the parties expressly agree otherwise.

**MEMORANDUM OF AGREEMENT – RE: STRATEGIC NURSE STAFFING COMMITTEE**

*New Collective Agreement Language*

1. HEABC and the NBA have a shared commitment to addressing long-term staffing needs for the Health Authorities/Providence Health Care. The parties have agreed to establish a Strategic Nurse Staffing Committee (SNSC) at each Health Authority/Providence Health Care. The SNSC will replace the existing Nurse Relations Committee.

2. The purpose of the Health Authority/Providence Health Care SNSCs are to consult on health authority level nurse workforce planning including trends, activities and initiatives related to the following:

- Regularization of hours
- Recruitment and retention strategies
- Regular relief positions
- Other relief needs
- Nurse education and training (including specialty nursing)
- Seasonal strategies
- Annual vacation
- Substantial health service delivery initiatives
- Other organization wide staffing matters

For the purposes of this work, consult means seeking advice from, listening to and acknowledging the concerns of the Union. It includes data sharing and providing feedback on how the Union's input influenced the decision.

3. In addition to the long-term staffing strategies, the Committee will review organizational approaches to short-term staffing needs.

4. The SNSCs shall not engage in discussions regarding general labour relations issues, occupational health & safety issues or professional practice issues, which shall be raised and addressed through the appropriate collective agreement process.

5. The SNSC will be provided relevant and available health authority-level data, including analytical support. Data will also be made available to the Union upon request.

6. Each SNSC will meet bi-monthly on dates determined by the committee members, and/or at the call of the Co-chairs. The SNSC will be composed of six (6) members, three (3) appointed by each the Employer, one (1) of which is a senior operational leader, and the Union, one (1) of which will be a labour relations coordinator. Each SNSC may determine to include other representatives to assist or provide expertise as mutually agreed to by the committee members. Co-chairs, one (1) member from Employer and one (1) member from the Union, will be selected.
7. The Co-chairs will meet prior to each SNSC meeting in order to determine and agree to agenda items. The agenda will be circulated two (2) weeks in advance of each meeting by the SNSC Co-chairs. Discussions, recommendations and decisions of each SNSC will be recorded in formal committee minutes. The SNSC meetings will be scheduled with sufficient time to address all items on the agenda.
8. An agreed to joint communication document will be completed each meeting and shared by the Employer and Union.
9. Each SNSC shall report quarterly to the Nurse Staffing Secretariat Steering Committee (NSC) via the Nurse Staffing Secretariat (NSS) on work, both successes and challenges. The SNSCs may access support from the NSS.
10. The SNSC will be reviewed annually to determine its effectiveness. The NSS will draft measurable metrics for determining effectiveness.

This Memorandum of Agreement shall expire on March 31, 2022 unless HEABC and the NBA expressly agree otherwise.

**MEMORANDUM OF AGREEMENT – RE: WORKING GROUP FOR A PROVINCIAL  
FRAMEWORK ON OCCUPATIONAL HEALTH AND SAFETY (OHS) IN HEALTH CARE**

*New Collective Agreement Language*

Whereas the parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces throughout the health care sector with shared objectives to:

- 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
- Evaluate and promote the adoption of leading practices, programs or models
- Identify and develop a provincial framework and systems for implementing these objectives
- Facilitate co-operation between unions and employers on health and safety issues
- Facilitate education and training for effective functioning of local Joint OHS committees
- Share information, data, experience and best practices across the sector
- Improve compliance with *Workers Compensation Act*, OHS regulation and recommendations
- Implement CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.

Whereas the parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector, built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency; and
- Evidence based decision making.

Therefore the parties agree as follows:

1. The parties will establish a joint provincial working group, within ninety (90) days of ratification, grounded in the principles of meaningful collaboration and system based approaches with a purpose to support and promote safe and healthy work environments in healthcare across BC.
2. The working group will meet as frequently as necessary in order to conclude recommendations within six (6) months of ratification.
3. The working group will be chaired by HEABC and comprised of one representative from each participating employee stakeholder group (bargaining association) and three Employer representatives. The working group may also include a representative from Doctors of BC, or other relevant groups as agreed by the participants. The working group will operate on a consensus model.
4. The working group will make recommendations to the stakeholder groups and Leadership Council to establish a provincial framework/structure (the "Provincial Framework") for Health Care Sector Occupational Health and Safety issues and solutions including consideration of a staff structure. The working group will regularly (monthly) update all stakeholders, prior to the submission of final recommendations, which shall be given due consideration by stakeholders and Leadership Council.
5. The working group will make recommendations regarding terms of reference and rules of governance for the Provincial Framework.
6. The working group will explore opportunities and make recommendations regarding potential sources of ongoing funding for initiatives carried out under this Provincial Framework.
7. The Provincial Framework will carry on with all projects previously agreed to and undertaken by the Provincial Occupational Health and Safety and Violence Prevention Steering Committee and future projects in support of Occupational Health and Safety in the healthcare sector. Such projects will include maintenance of the Provincial Violence Prevention Curriculum, the design/update/implementation of the OHS Resource Centre and support of the implementation of the CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.
8. The NBA may use all or part of funding from Appendix A.4 and allocate to it to contribute towards the Provincial Framework, or the NBA may choose to use all or part of its funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the NBA.

### **DELETION OF APPENDICES**

*Deleted Collective Agreement Language*

The following appendices will be deleted from the Collective Agreement:

- APPENDIX K - MEMORANDUM OF AGREEMENT – LTD STABILIZATION GRANT – 2006-2010 NURSES' BARGAINING ASSOCIATION
- APPENDIX R - MEMORANDUM OF UNDERSTANDING – WORKERS' COMPENSATION BOARD LEAVE
- APPENDIX GG - MEMORANDUM OF UNDERSTANDING – CONSOLIDATION OF CERTIFICATIONS
- APPENDIX II – LETTER OF AGREEMENT RE: IMPLEMENTATION OF SAFE STAFFING PROVISIONS OF THE NBA PROVINCIAL COLLECTIVE AGREEMENT ("PCA")
- APPENDIX KK – MEMORANDUM OF AGREEMENT – TRANSITION TO THE 37.5 HOUR WORK WEEK
- APPENDIX OO – MEMORANDUM OF UNDERSTANDING – ACUTE CARE / LONG TERM CARE STAFF REPLACEMENT – LONG TERM ABSENCES
- APPENDIX PP – MEMORANDUM OF UNDERSTANDING – ACUTE CARE/LONG TERM CARE STAFF REPLACEMENT – SHORT TERM ABSENCES
- APPENDIX QQ – ADDITIONAL PATIENT DEMAND
- APPENDIX RR – MEMORANDUM OF UNDERSTANDING – IN-CHARGE NURSES
- APPENDIX SS – MEMORANDUM OF UNDERSTANDING - COMMUNITY – REPLACEMENT OF ABSENCES
- APPENDIX TT – MEMORANDUM OF UNDERSTANDING – REGULARIZATION OF HOURS
- APPENDIX UU – MEMORANDUM OF AGREEMENT – NURSE RELATIONS COMMITTEE
- APPENDIX VV – MEMORANDUM OF UNDERSTANDING – PENSION ENHANCEMENT PROGRAM
- APPENDIX ZZ – LETTER OF AGREEMENT – SHIFT SCHEDULING

**ENHANCED DISABILITY MANAGEMENT (EDMP)  
POLICIES AND PROCEDURES MANUAL**

Amend the EDMP Policies and Procedures Manual as follows:

**Box 5: Case Management Plan**

The DMP will develop a holistic Case Management Plan (CMP) for all employees participating in the program that includes milestones and expected outcomes in coordination with any other agencies involved.

The CMP may include medical intervention, transitional work (TW), graduated return to work (GRTW), workplace modifications, vocational rehabilitation, and/or retraining. The CMP will be based on an assessment of factors such as prognosis, capabilities and limitations, skill and education, cost effectiveness, and likelihood of a return to work in an employee's own job with or without modifications or another job with or without modifications.

The CMP will be developed to facilitate a timely and safe return to work. A plan will be

developed that returns the employee utilizing the following options, in the following order:

- ~~Returning to own job.~~
  - ~~Returning to own job with modifications.~~
  - ~~Returning to alternate vacant job that is not posted, without modifications or with modifications.~~
  - ~~Filling alternate job that is posted, without modifications or with modifications.~~
  - ~~Filling alternate job with retraining, without modifications or with modifications.~~
  - ~~Finding other alternative work that could accommodate the employee.~~
  - ~~Exercising seniority.~~
1. Returning to own job.
  2. Returning to own job with modifications.
  3. Returning to alternate vacant job that is not posted, without modifications or with modifications.
  4. Filling alternate job that is posted, without modifications or with modifications.
  5. Filling alternate job with retraining, without modifications or with modifications.
  6. Finding other alternative work that could accommodate the employee.
  7. Exercising seniority.