

NOTE: All of the documents contained herein have been fully signed. Signatures have been omitted in this document to facilitate electronic posting.

**TERMS OF  
SETTLEMENT  
FOR  
2014 – 2019  
PROVINCIAL  
COLLECTIVE  
AGREEMENT**

*Between:  
Nurses' Bargaining Association (NBA)  
and  
Health Employers Association of BC (HEABC)*

11181 (08)

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**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**LETTER OF AGREEMENT**

**Between**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**British Columbia Nurses Union (“BCNU”)**

**Re: Implementation of Improvements in Dispute Management; British Columbia Healthcare Office of Arbitration.**

The parties agree to establish the British Columbia Healthcare Office of Arbitration (“BCHOA”) in order to:

- a. expedite/shorten the length of time to resolve disputes;
- b. provide continuity of contract interpretation;
- c. establish best practices for good labour relations; and
- d. analyze utilization and cost data.

The BCHOA is intended to assist the parties to expedite final resolution of differences that arise between HEABC and its member health employers and the NBA and its constituent unions of the NBA regarding the interpretation, application and administration of the Provincial Collective Agreement (“PCA”).

The BCHOA will be established using, but not limited to, the following principles:

## **1. Jurisdiction**

- a. All grievances and disputes between Health Employers Association of British Columbia (“HEABC”) and Nurses Bargaining Association (“NBA”) will be adjudicated in this BCHOA.
- b. Arbitrators appointed to the BCHOA will have full jurisdiction over all matters relating to the PCA, including disputes related to employer policies, workplace practices, staffing, and all pertinent statutes, i.e., labour codes and human rights legislations

## **2. Administration**

- a. The administrative responsibilities for providing and administering necessary clerical staff, and other arrangements necessary to enable the arbitrators to exercise their function will be discharged by an Administrative Group comprised of the parties to this agreement (“the AG”).
- b. The expenses of operating and administering the BCHOA, including the fees and expenses of the arbitrators and all necessary clerical and technical assistance, will be shared equally.
- c. The BCHOA will maintain a complete and accurate record of all disputes and accompanying outcomes.
- d. Guidelines governing the operation of the BCHOA will be established and/or amended as deemed necessary by the AG.
- e. The BCHOA will report the decision in each dispute and the reasons for such decisions to all parties in the dispute.
- f. The BCHOA will maintain a complete and accurate record of all disputes submitted to it, and of all decisions made by an arbitrator or

other dispositions respecting them, including the signed originals of all such decisions.

### **3. Staffing**

- a. The AG will be responsible for all BCHOA staffing.
- b. The AG will appoint one (1) First Arbitrator (“FA”), one (1) Second Arbitrator (“SA”) and one (1) Registrar of the BCHOA (“Registrar”).

#### **Arbitrators**

- c. The FA will have conduct of all cases referred to the BCHOA for adjudication.
- d. The FA may elect to direct the adjudication of a dispute, in whole or in part, to either the SA or the Registrar.
- e. The FA shall be responsible for ensuring that the SA and Registrar receive appropriate support in discharging adjudicative duties.
- f. The term of an arbitrator’s appointment will be three years.
- g. An arbitrator may be replaced at any time by mutual agreement.

#### **Registrar**

- h. The Registrar will be responsible for the day to day operation of the BCHOA and will report to the AG. In addition, the Registrar will ensure that all policies and procedures of the BCHOA are followed by the parties.
- i. The Registrar may conduct hearings with respect to any procedural or policy issues, in relation to the BCHOA, which the parties have either not complied with or have sought to waive or temporarily amend.
- j. The Registrar will not have the authority to permanently amend any rules/policies/procedures of the BCHOA.
- k. The Registrar will have the appropriate administrative assistance required in carrying out his/her duties.

#### **4. Arbitration Process**

- a. All disputes referred to the BCHOA must either be fully arbitrated or withdrawn in accordance with the following:
  - i. Disputes shall be adjudicated within three streams, all of which shall be precedent setting (unless mutually agreed otherwise) , final and binding upon the parties.
  - ii. Full Arbitration** (i.e. matters of mutual significance)
    1. The parties to a dispute submitted to the BCHOA may at Full Arbitration hearings be represented by counsel or otherwise as they may respectively elect.
  - iii. Expedited Arbitration** (Primary vehicle for dispute resolution)
    1. It is expected that disputes submitted by the parties will be presented by employees of HEABC/HA and NBA Unions
  - iv. Mediation /Arbitration**
    1. Only available by mutual agreement of the parties. This agreement shall not be unreasonably withheld.
    2. In cases where mediation results in a settlement between the parties, such settlements will be finalized and reported through Consent Awards.
- b. The arbitrator will not decide a dispute without a hearing. An Arbitrator shall have the ability to define the scope and parameters of a hearing consistent with (f) below.
- c. Each party to a dispute shall have the right to examine all witnesses called to give evidence at the hearing.
- d. Any decision of the arbitrator will not in any case amend, add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.
- e. An arbitrator may direct the production of any information which he/or she deems proper and may require that the examination of witnesses be under oath or affirmation.

- f. The arbitrator shall not be bound by the rules of evidence and practice applicable to proceedings before courts of record, but may receive, hear, request and consider any evidence which he/she may consider relevant.

**Additional principles/policies/procedures:**

The parties recognize that the establishment of the BCHOA will require the development of policies and procedures which will enable the BCHOA to operate.

HEABC and the NBA will work to develop standardized instruments including, but not limited to, the following:

1. A system for electronic filing and shared tracking of grievances, both filed and as advanced to arbitration;
2. A shared and common grievance numbering system;
3. A shared and common grievance form;
4. Template instruments to be used for discipline investigations that will form part of the particulars used in the event a discipline grievance proceeds to arbitration; and
5. Template instruments for classification disputes.

In addition, the grievance and arbitration procedure set out in Article 9 and 10 of NBA collective agreement will require amendment in order to give effect to the BCHOA. Specifically, the parties agree to replace the current three (3) step grievance procedure outlined in Article 9 of the NBA with a two (2) step process which will include the initial discussion between the potential grievor, with a steward and the manager and one (1) formal meeting between the employer and the Union.

The parties agree to meet within two (2) months post ratification of the collective agreement to conclude any and all work required to make the BCHOA operational.

All of which is agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Gary Fane, Chair  
Nurses Bargaining Association

\_\_\_\_\_  
David Logan, President and CEO  
Health Employers Association of BC

\_\_\_\_\_  
Umar Sheikh, Director of Legal Services and General Counsel  
British Columbia Nurses Union

## **APPENDIX A**

### **USE OF BCHOA BY NON-SIGNATORIES**

HEABC and the NBA agree that other bargaining associations (e.g., Community Subsector Association of Bargaining Agents, Facilities Subsector Association of Unions, and Health Science Professionals Bargaining Association) may join the BCHOA. If a bargaining association wishes to join the BCHOA, that association must do so by making an application directly to the BCHOA.

The AG will be responsible for ensuring that incoming associations can be supported without impacting the rights/priorities of existing BCHOA signatories. This may include changes in relation to number of arbitrators to be appointed; the arbitrator(s)' jurisdiction over which collective agreement(s); cost-sharing arrangements; and other issues.



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**46.02 Extended Health Care Coverage**

**Amend the collective agreement, by adding the following:**

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

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

- (A) The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "S"). The plan benefits shall be expanded to include:
- (1) expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of ~~six hundred~~ one thousand dollars (~~\$600~~ \$1000) per ear per person in each ~~four~~ five (4 5) year period.
  - (2) Vision care coverage providing three hundred and fifty dollars (\$350) every twenty-four (24) months per eligible employee or eligible dependent. Note 1: No coinsurance payment will be applied on vision claims. Note 2: This change is effective June 1, 2010.
  - (3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.
- (B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- (C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.

(D) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**  
**LETTER OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**(collectively “the Parties”)**

**Re: Drug Coverage**

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**Background**

The current drug plan in effect for RNs, RPNs and LPNs includes a full Pharmacare tie-in and coverage for Prometrium. RNs and RPNs also have coverage for contraceptives.

A consent award established on-going grandparenting of certain drugs for members of the NBA and their dependents. It also provided grandparenting of the previous plan for nurses on LTD who were living out of province at the time of the change (i.e. the plan that preceded Pharmacare tie-in).

**Drug Plan Provisions**

The parties agree to increase the drug coverage in the extended health plan.

Effective January 1, 2017, the parties agree to change the drug plan coverage to Blue Rx. It is agreed that coverage for Prometrium will continue.

It is further agreed that contraceptive coverage for RNs and RPNs will also continue. Coverage will be added for LPNs, effective immediately.

Any/all nurses and their dependents who have been grandparented under the Consent Award, will continue to be grandparented.

It is understood that costing for this change as provided by Pacific blue Cross (“PBC”) includes the ongoing costs of grandparented drugs.

If the NBA determines that nurses or their dependents will lose coverage as a result of the change from the current drug plan to Blue Rx, it is agreed that they will be grandfathered when Blue Rx is implemented.

The parties agree that Pacific Blue Cross will provide an information package explaining the Blue Rx program prior to a ratification vote.

### **Extended Health Provisions**

The parties agree that the cost of the increase in coverage for hearing aids as per Article 46.02 of the Provincial Collective Agreement shall be borne by the BCNU.

### **Communication**

The parties agree to develop an implementation/communication plan in consultation with PBC within 1 month of ratification to ensure that there is sufficient time to advise member of plan changes.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**LETTER OF AGREEMENT**

**Between**                      **Health Employers Association of BC (“HEABC”)**

**And:**                              **Nurses’ Bargaining Association (“NBA”)**

**(collectively “the Parties”)**

**Re: Sustainability of NBA benefits plans**

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**Background**

1. In the 2012 – 2014 Provincial Collective Agreement the NBA and HEABC agreed to a Joint Benefit Committee (“the Committee”).
2. The purpose of the committee was to identify opportunities for making benefit plans (Extended Health, Dental, Group Life, AD&D) more cost effective while maintaining and increasing overall value for members.
3. The Committee’s core function was to identify cost containment options to ensure the long term sustainability of the benefit plans and develop recommendations for implementation.
4. The Committee was to report to the parties by December 31, 2013.
5. Up to and including the present day, the Committee has not met and consequently not examined any cost containment options.
6. In order to manage the rising costs of benefits HEABC has negotiated a Joint Benefit Trust with every health sector bargaining association, other than the NBA.
7. The NBA has maintained a position, headed by BCNU President Gayle Duteil, stating that the BCNU, which comprises 98% of NBA members, would not agree to a Joint Health Benefit Trust (“the Trust”).

8. The Trust would require nurses to be responsible for up to a 50% of future increased benefit cost. This was and continues to be an unacceptable proposition for the NBA to agree with. The NBA will be enhancing member pharmacare benefits by adopting Blue RX from Blue Cross. The cost of which will be borne by the BCNU

**Therefore the Parties agree as follows:**

9. The NBA will meet with HEABC three (3) months post ratification of the Provincial Collective Agreement (“PCA”) to discuss and develop two specific plans:
- a. a detailed plan to manage and reduce LTD cost; and
  - b. a benefits growth management plan for Extended Health, Dental, Group Life, AD&D (“the Plan”).

**Reduction of LTD Cost:**

10. HEABC will develop a detailed plan to manage LTD costs and the NBA will consider collaborative actions to assist in this effort.

**Growth Management Plan for Extended Health, Dental, Group Life, AD&D:**

11. The development of the Plan will be based on the following principles:
- a. ensure the sustainable growth of the benefits plans by reaching a mutual agreement on a sustainable benefit growth rate for Extended Health, Dental, Group Life, AD&D (“the Rate”);
  - b. the Rate will be inclusive of Blue RX costs and calculated based on projected 2017 utilization and applied as a percentage of straight time payroll;
  - c. the NBA will fund additional costs above the Rate up to a maximum fixed amount of up to \$5,000,000 annually for the term of the collective agreement to be funded from the interest accumulated in the retiree 1% fund;
  - d. there will be a full and transparent process for sharing information on all aspects of benefit cost and utilization including information on other bargaining associations with respect to the benefit growth rates established for their plans; and
  - e. the Plan will be implemented no later than April 1, 2017 and the first possible payment by the NBA will be in April, 2018.

**Term:**

12. This LOA will be operative from date of execution until the successful renegotiation of the PCA.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



## 2016 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association

#### NBA Collective Agreement

#### DUTY TO ACCOMMODATE – PERMANENT ACCOMMODATIONS

**Amend the collective agreement, by adding the following:**

The parties agree that the long-term health of injured and disabled workers benefits from timely and proactive measures to meet their permanent medical restrictions to keep them productively employed, or result in their early return to work. The parties further agree that it may not be possible to accommodate all injured and disabled employees, but where accommodation that does not result in undue hardship is possible, agree that:

- a) Employees shall provide the Employer with appropriate and acceptable medical information that sets out any limitations and/or restrictions in a timely manner.
- b) Once this medical information is accepted and agreed to by the Employer, the accommodation process will begin. Should the medical information indicate that the employee requires a permanent accommodation, the Employer will contact the employee and union within two (2) weeks to discuss possible accommodation options.
- c) Within four (4) weeks of accepting and agreeing to the provided medical information and receiving confirmation that the employee is fit to return to work as per limitation and restrictions, the Employer will offer the employee transitional work or must begin paying the employee at their previous rate of pay. Transitional work may include various nursing duties, access to education funds to upgrade skills or special projects.
- d) Accommodation agreements/plans for employees requiring a permanent accommodation may be reviewed periodically by the Employer.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**Signed on behalf of the HEABC**

**Signed on behalf of the Nurses' Bargaining Association (NBA)**

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**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**SPECIALTY EDUCATION**

**Amend the collective agreement, by adding the following:**

The participants agree to the benefit of continuing to collaborate on specialty education. The parties will model out projected needed specialty nursing FTEs for the term of the agreement. Health Authorities/Ministry of Health will provide funding for specialty education for at least 850 FTEs for fiscal year 2016 – 2017 and then adequate funding for required FTEs for at least two additional years and for the balance of the agreement.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

**2016 Collective Bargaining in the Health Sector  
Renewal of the 2012-2014 Nurses Bargaining Association  
NBA Collective Agreement**

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

**Re: Education for Nurses Linked to Strategic Priorities**

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The commitments set out below will exist outside the NBA Provincial Collective Agreement and are in support of advancing the Ministry of Health’s strategic priorities for the health care system in British Columbia.

The Ministry of Health and Health Authorities will provide funding to the NBA in the amount of \$5 million to be used for education for nurses linked to advancing the strategic agenda in the areas of community care of frail and medically complex seniors, including long-term care and mental health and substance use, as well as for advancement across the career ladder.

The NBA may at its own discretion contribute additional funding to support these objectives from the Training and Education Fund. HEABC agrees that this letter meets the requirement of the Employer’s agreement under the NBA collective agreement Appendix YY.

The NBA will provide the Ministry of Health with a plan for use of the \$5 million and will provide reporting on use of the funds to the Ministry of Health upon request.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

\_\_\_\_\_  
Ministry of Health

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

**Re: Nursing Scope of Practice**

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**Background**

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

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

The parties recognize that the delivery of care requires well-functioning teams that value the contributions of all members. Research has shown that “Successful high functioning teams [are] fluid, confident, non-hierarchical, patient-focused and include the right nurses in the right job. Team members [have] autonomy over decisions within their scope of practice. They [make] decisions about complex patients through collaboration, negotiation and recognition of each

member's expertise." 2014 Bauman et al<sup>1</sup>. 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 patient/clients/residents.

### **Nursing Policy Secretariat**

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

1. Review current legislation, regulation, other standards, limits and conditions, and other types of practice restrictions to determine where there are opportunities to expand nursing practice to respond to patient and population health needs and the evolution of service design in British Columbia. The review will be completed by December 31, 2016. As part of the review, the Nursing Policy Secretariat will consult with Health Authorities ("HA"s), Colleges, the NBA and other partners. Further review will be undertaken on an annual basis thereafter.
2. Review any conditions set by the Colleges that require education through a named agency or additional education, and support the creation of a standard provincial approach for nurses to meet these conditions such that nurses will not need to retake this education solely because they change employers.
3. Review any other limits or conditions set by the Colleges on an annual basis to determine whether there is an opportunity to advocate for the adjustment or revision of these conditions.
4. Prioritize key opportunities for action based on the above by the Nursing Policy Secretariat in April 2017.
5. Review any concerns related to inconsistencies in permitted scopes of practice for nurses within a HA where:
  - a. The HA has approved a method to allow nurses to satisfy any limits or conditions associated with an activity and,
  - b. The HA has allowed nurses to perform this activity in some settings and not others and,
  - c. The HA's professional practice office and the BCNU's professional practice department have discussed the variability and,
  - d. The rationale provided is not acceptable to the BCNU professional practice department, and

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<sup>1</sup> Reference: High Functioning Nurse Teams: Collaborative Decisions for Quality Patient Care Bauman, A et al NSRU – Health Human Resources Series 40 November 2014

- e. The BCNU professional practice department refers the matter to the Nursing Policy Secretariat.

### **Nursing Career Pathways**

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

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

The parties recognize that the BCNU has tabled 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.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union

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Ministry of Health

## APPENDIX A

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**UNION PROPOSAL**

**RN SCOPE OF PRACTICE**

**Amend the collective agreement, by creating the following:**

The parties recognize that utilizing RNs consistently to their full scope of practice as well as expanding RN roles and services will result in more effective delivery of patient care and a significant cost-savings to the Employer.

Therefore, the parties agree to the following:

- (a) The Employer will standardize RN services to include prescribing, suturing, ordering routine lab work and diagnostics and discharging. Standardization shall be completed no later than 6 months following ratification of this agreement.
- (b) Each Employer will also conduct a comprehensive review with the Union and the Professional Practice Office of current RN utilization in each worksite.

The purpose of this review is to expand the utilization of RNs in the health sector. This review shall include, but shall not be limited to, incorporating: RN First Assist, RN First Call, Integrated Primary Care Nursing and RN Anesthetists.

The review at each Employer shall commence no later than 6 months following ratification and shall conclude no later than 18 months following ratification of this agreement. At the conclusion of the review, each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The parties agreed that this Appendix A will not be utilized in any arbitration or legal proceeding.

## APPENDIX B

**2016 Collective Bargaining in the Health Sector****Renewal of the 2012-2014 Nurses Bargaining Association****NBA Collective Agreement****UNION PROPOSAL****RPN SCOPE OF PRACTICE****Amend the collective agreement, by creating the following:**

The parties recognize that patient comorbidities have evolved and continue to evolve to include mental health disorders. As such, utilizing RPNs consistently to work to their full scope of practice is beneficial to both the health sector and to nurses.

To this end, allowing RPNs access to entry level medical positions is both consistent within their current scope of practice and necessary for the care of the current patient population.

Therefore, the parties agree to the following:

- (a) RPNs will have access to entry level medical positions. In addition, RPNs will have access to positions on all wards, units or programs where mental health disorders are a significant concern. This includes, but is not limited to, emergency units, community programs, pediatrics and long-term care facilities.
- (b) Each Employer will conduct a comprehensive review with the Union and the Professional Practice Office of current RPN utilization in each worksite.

The purpose of this review is to ensure that RPNs will be used consistently within each Employer. This review shall commence no later than 6 months following ratification and shall conclude no later than 18 months following ratification of this agreement.

At the conclusion of the review, each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The parties agreed that this Appendix B will not be utilized in any arbitration or legal proceeding.

## APPENDIX C

**2016 Collective Bargaining in the Health Sector****Renewal of the 2012-2014 Nurses Bargaining Association****NBA Collective Agreement****UNION PROPOSAL****LPN SCOPE OF PRACTICE****Amend the collective agreement, by creating the following:**

The parties recognize that LPNs working across different employers, units, worksites, programs and facilities have an unequal application of their provincial scope of practice. In order to implement consistency in provincial LPN scope of practice as well as generate cost-savings to the Employer, it is necessary to harmonize provincial LPN scope of practice across the health sector.

The parties further recognize that the necessary support and appropriate education must be in place to enable LPNs to consistently practice to their full provincial scope of practice across the health sector.

Therefore, the parties agree to the following:

- Each Employer will ensure that LPNs are working consistently to their full provincial scope of practice. To that end, each Employer will conduct a comprehensive review with the Union and the Professional Practice Office of current LPN utilization in each worksite.
- Where the review identifies areas where LPNs are not working consistently to their full provincial scope of practice, the Employer shall implement the necessary changes to allow this to occur.
- The review shall include, but shall not be limited to, utilization of LPNs to do immunizations, IV therapy (including IV medications), advanced wound care and working in community settings (including palliative care).
- This review at each Employer shall commence no later than 6 months following ratification and shall conclude no later than 18 months following the ratification of this agreement.
- At the conclusion of the review, each Employer and the Union shall submit joint or independent recommendations to the PNC for implementation.

The parties agreed that this Appendix C will not be utilized in any arbitration or legal proceeding.



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**Article 53.04 University Preparation**

**Article 53.05 (A) and (B) Baccalaureate Degree**

**Amend the collective agreement, by amending the following:**

**53.04 University Preparation**

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

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

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

**Article 53.05 Baccalaureate Degree**

**A. In Nursing**

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

**B. Other**

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**ARTICLE 57.05 REGISTRATION**

**Merger Proposal Replaces:**

FBA – N/A

CBA – N/A

**NBA**

**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 ~~Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act~~. Such authorization must be in effect on or by the applicable annual registration date of the respective College ~~March 1 of each calendar year~~.
- (B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, license, permit or other proof acceptable to the Employer.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**AGENCY NURSES**

**Amend the collective agreement, by adding the following Appendix:**

HEABC will provide, to the Chair of the NBA, at the beginning of each fiscal quarter quarterly report with non-proprietary information outlining utilization of agency nurses

In addition, the parties also agree that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**MEMORANDUM OF AGREEMENT**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**(collectively “the Parties”)**

**Re: Job Security**

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

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

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

- a. in another health care affiliate site;
- b. in a health authority operated long term care facility;
- c. in the community health sector; or
- d. in acute care.

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

### 3. Term

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

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**MEMORANDUM OF AGREEMENT**

Between:

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

And:

**NURSES’ BARGAINING ASSOCIATION (“NBA”)**

(collectively “the Parties”)

**Re: Contracting Out – Affiliate Employers**

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Notwithstanding the Memorandum of Agreement - Job Security, the following shall apply to Affiliate Employers:

- 1) The parties agree to limit the number of FTEs that can be contracted out during the period April 1, 2016 to March 30, 2019 as follows:
  - a) During the term of the NBA Collective Agreement from April 1, 2016 to March 30, 2019, health sector Employers have the right to contract out despite Memorandum of Agreement - Job Security.
  - b) Health sector Employers will limit contracting out that results in the lay-off of members of the NBA to three hundred (300) full-time equivalents (“FTE Cap”) between April 1, 2016 to March 30, 2019.
  - c) The contracting out allocation will occur as follows:
    - i. One hundred (100) full-time equivalents in fiscal 2016/2017;
    - ii. One hundred (100) full-time equivalents in fiscal 2017/2018;
    - iii. One hundred (100) full-time equivalents in fiscal 2018/2019.

- d) Any unused allocation in any year will be carried forward to future years until the end of fiscal 2018/2019. For example, any unused allocation in fiscal 2016/2017 will be carried forward to fiscal 2017/2018 to be allocated in addition to the one hundred (100) full-time equivalents in fiscal 2017/2018 and so on.
  - e) The Government of British Columbia will allocate the FTE Cap to Health Sector Employers. HEABC will notify the NBA of an FTE allocation.
- 2) For the purposes of this Memorandum, layoffs where s. 35 of the *Labour Relations Code* apply are not included.
- 3) This Memorandum of Agreement remains in force until a new renegotiated NBA Collective Agreement is in effect.

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**MODERNIZE COLLECTIVE AGREEMENT**

**Amend the collective agreement, by adding the following:**

Within three (3) months of the ratification of the collective agreement, HEABC and the NBA will meet to establish a joint HEABC-NBA Working Group to review the collective agreement and identify opportunities to improve its structure and clarity, including potentially re-writing certain provisions of the agreement – on a without prejudice basis – in plain language.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**ARTICLE 6.04 - STEWARDS**

**Amend the collective agreement, by changing the following Article:**

**6.04 Stewards**

**(A) Recognition of Stewards**

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

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

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

**(C) Duties and Responsibilities**

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

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

**(D) Conditions Governing Stewards**

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

- (1) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and

- (2) make every endeavour to complete their business in as short a time as possible, and
- (3) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



## 2015 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association

#### NBA Collective Agreement

##### 11.03 REGULAR PART-TIME EMPLOYEES

Amend the collective agreement, by changing the following Article:

##### 11.03 Regular Part-Time Employees

(A) **Definition**

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

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

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

(B) **Benefit Entitlement**

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

(C) **Seniority**

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

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

Signed on behalf of the HEABC

Signed on behalf of the Nurses' Bargaining Association (NBA)



## 2016 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association

#### NBA Collective Agreement

##### Article 11.04 – Casual Employees

###### 11.04 Casual Employees

###### (A) Definition

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

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

###### (B) Off Duty Rights

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

###### (C) Letter of Appointment

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

In 2017, tThe Employer may require a casual employee to work a minimum of ~~225~~ 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.~~in which case These~~ this minimums shall be outlined in the letter of appointment, and (C)(4)(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~~225 hours over a twelve (12) month period in 2017 and 400 hours over a twelve (12) month period in 2018 and thereafter within their agreed upon availability are not required to meet the minimum standard.

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

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

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

(4) **Casual Availability Bonus**

- (a) Where the Employer determines that there is a need to provide a casual availability bonus (CAB) for a specific unit, area or program, the Employer will determine the number of casual employees that are required to be on the CAB list for the specific unit, area or program. Such casuals will be eligible for a CAB where the following requirements are met:

- (i) the Employer and casual employee meet to review the casual employee's general, short term and long term availability to assess whether such availability meets operational and relief needs;
- (ii) Where the availability meets operational and relief needs as per 4(a)(i), the casual employee accepts and works shifts 85% of the time that they are offered in accordance with their agreed availability during a six (6) month period. In addition, no more than one half of the shifts refused are on evenings, nights and weekends within such periods.

(b) At the end of each six (6) month period, casual employees who are eligible for the CAB shall receive a premium of two dollars (\$2.00) per hour for all hours worked within such period. This premium shall be in addition to any other applicable premium within the collective agreement.

#### **(5-4) Insufficient and Non-Availability**

- (a) Where the Employer requires a casual employee to work a minimum of ~~300~~225 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 ~~125~~ 200 hours in the six (6) month period in 2018 and thereafter following the employee's start date, and any six (6) month-period thereafter calculated from that start date, the Employer shall issue a letter to the employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of ~~300~~225 hours over the applicable twelve (12) month period in 2017 and 400 hours over the applicable twelve (12) month period in 2018 and thereafter or provide a bona fide reason for not doing so, then they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
  - (ii) If the employee has worked less than ~~300~~225 hours ~~in the~~ 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 30 days of receipt of the letter they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union, and will be deemed to be the notice to the Union described in Article 15.04.
  - (iii) If the casual employee appears on more than one casual register with an Employer and has not worked any of the offered hours within a ~~twelve~~ six (6) month period on one or more of such casual registers, the Employer shall remove the employee from such registers and advise the employee via their preferred email address, copying the union, registered mail at their last known address—advising that they will be removed from those casual register(s) where they have not worked unless they provide a bona fide reason for not accepting work within 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~~225 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-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.

**(65) 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.

**(76) 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.

**(D) Casual Register**

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

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

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

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

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

- (4) For the purposes of selection to a vacancy, the Employer shall use seniority hours from the last date of the payroll period immediately prior to the posting closing date.

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

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

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

Where the casual employee does not meet the above criteria, the Employer will pass on to 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 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 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, whether the employee accepts or declines the invitation to work or fails to answer

the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

- (c) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

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

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

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

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

(II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(1) by the Employer.

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

**(F) Wage Entitlement**

(1) Casual employees shall be paid in accordance with the wage schedule.

(2) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950)\*\* worked for the Employer at the increment step and for another health care employer signatory to the Nurses' Provincial Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.

(a) A casual employee hired having less than one (1) year's experience (1950 hours)\*\* shall be placed at the first step of the increment scale.

(b) A casual employee who terminates with an Employer listed in the attachments to the Consolidated Certification, and is employed within thirty (30) calendar days as a casual employee with an Employer listed in the attachments to the Consolidated Certification, shall

retain the increment step attained with the previous Employer. Subsequent increments shall be granted pursuant to Article 11.04(F)(2).

(c) A new casual employee hired and not eligible to retain her increment step pursuant to Article 11.04(F)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950\*\* hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained. Where more than two (2) years have elapsed since such experience was obtained, salary recognition shall be granted as follows:

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

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

(3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.

(4) When a casual employee applies for and receives a regular position ~~in~~ with the same ~~worksite~~ in which Employer with whom she has been employed, she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous experience in accordance with the provisions of Article 52 (Previous Experience) which ever is higher, and shall advance to the next increment on her anniversary date of employment.

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

## **(G) Benefit Entitlement**

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

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

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

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

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

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

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

#### **(4) Health and Welfare Coverage**

##### **(a) Benefit Entitlement**

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

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

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

##### **(b) Benefit Premium Refund**

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

(i) In order to be eligible, casuals, once enrolled in the plan, must have worked 975 hours with the Employer during the yearly period October 1 to September 30.

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

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

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

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

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

(a) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the 8% vacation benefit is not to be paid out on every payday but accrued instead;

(b) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 42.01 and be entitled to take such accrued sick leave in accordance with Article 42.02; and

(c) reimbursement for monthly benefit premiums paid by the employee for the benefits purchased in Article 11.04(G)(4)(a) above for the period subsequent to the first 31 days of the position. After the casual employee has filled the position for a period of 4 months, the casual employee shall be enrolled in the benefit plans outlined in Article 11.04(G)(4)(a) above at the sole cost of the Employer.

Access to these benefits shall cease when either:

(a) The regular incumbent returns to the position; or

(b) The casual employee is no longer working in the posted position.

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

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

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

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

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

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

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

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

**(I) Overtime Pay**

(1) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:

(a) The hours of work in one day exceed either:

(i) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or

(ii) the length of the extended shift offered and accepted.

(b) For any shifts worked in excess of 4 consecutive extended shifts where the shift length is greater than 8 hours.

(c) For any shifts worked in excess of 6 consecutive shifts where the shift length is between 7.5 and 8 hours.

(d) For any shifts worked in excess of 5 consecutive shifts where 3 or more of the 5 are greater than 8 hours in length.

(e) For any shifts worked in excess of 6 consecutive shifts where 4 or more of the 6 are between 7.5 and 8 hours in length.

(2) Overtime for shift care and client specific nursing assignments will be payable in accordance with current practice. (Reference Article 11.04(A)(5) and 11.04(A)(9)).

**(J) Probationary Period**

(1) Newly hired casual employees will be probationary during their first three months of employment or 487.5 hours worked, whichever is greater.

(2) For nurses working client specific assignments from home support agencies, the probation period for newly hired casual employees shall be 487.5 hours worked.

**(K) Employer Approved Education Programs**

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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British Columbia Nurses Union



## 2016 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association

#### NBA Collective Agreement

#### ARTICLE 13 - SENIORITY

##### Amend the collective agreement, by adding the following:

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

##### 13.01 Definition

###### (A) Regular Employee

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

###### (B) Casual Employee

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

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

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

##### 13.02 Portability of Seniority

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

##### 13.03 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

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

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

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

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

### **13.05 Merged Seniority Lists**

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

### **13.06 Seniority Lists**

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

The seniority list shall contain the following information:

- (i) first name and last name;
  - (ii) job status and posted FTE (regular full-time, regular part-time, casual);
  - (iii) wage schedule classification;
  - (iv) seniority date;
  - (v) seniority hours;
  - (vi) job titles;
  - (vii) worksite;
  - (viii) Social Insurance Number (subject to (B) below).
- (B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed

waiver from each of their members, authorizing the release of the Social Insurance Number.

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

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

(C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format provided that it can be done so at no additional cost to the Employer.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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**2016 Collective Bargaining in the Health Sector**  
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**ARTICLE 16.03 - RECORDS REMOVED**

**Amend the collective agreement, by adding the following:**

**(A) Records of Disciplinary Action**

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

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

**(B) Letters of Expectation**

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

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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**17.03 - Temporary Positions**

**Amend the collective agreement, by adding the following:**

**17.03 Temporary Positions**

- (A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- (B) The Employer may create regular temporary project positions (i.e. grant funded, ~~capital projects,~~ pilot projects, or term specific assignments) for up to ~~twelve~~ thirty-six (1236) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- (C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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

**28.01 Application**

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

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

**28.02 Shift Premium**

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

**28.03 Weekend Premiums**

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

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

**28.04 Super Shift Premium**

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

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

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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**32.04 - TRANSFER OF PREGNANT EMPLOYEES**

Amend the collective agreement:

**~~32.04 Transfer of Pregnant Employees~~**

~~Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until maternity leave commences.~~

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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**~~32.06 Workload~~**

~~An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:~~

- ~~(a) investigate the difference;~~
- ~~(b) define the issue in the difference; and~~
- ~~(c) make written recommendations to resolve the differences.~~

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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**ARTICLE 33 - LEAVE – COMPASSIONATE**

**Amend the collective agreement, by changing the following Article:**

**33.01 Application**

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

**33.02 Leave – With Pay**

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

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

**33.03 Leave – Without Pay**

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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**ARTICLE 43 - LEAVE – SPECIAL**

**Amend the collective agreement, by changing the following Article:**

**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 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 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 150 hours, no further credit shall be earned until the accumulated balance is reduced below 150 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 150 hours.

**43.02 Application**

Special leave shall be granted as follows:

- (A) marriage leave – five (5) days;
- (B) paternity leave – ~~one (1) day~~ 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;
- ~~(DE)~~ leave of one (1) day may be added to three (3) days compassionate leave;
- ~~(EE)~~ leave of one (1) day may be taken for travel associated with compassionate leave;

(G) Adoptive Leave – five (5) days.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016

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## 2016 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association

#### NBA Collective Agreement

#### EXTENDED DAY MEMORANDUM

#### ARTICLE 43 - LEAVE – SPECIAL

Amend the collective agreement, by changing the following Article:

##### 43.01 Accumulation

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

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and fifty (150) hours as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred 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 and fifty (150) hours.

##### 43.02 Application

Special Leave shall be granted as follows:

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

(G) Adoptive Leave – 37.5 working hours.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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## **ARTICLE 51 – PORTABILITY**

**Amend the collective agreement, by changing the following Article:**

### **51.01 Portability**

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

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

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

### **51.02 Portable Benefits**

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

#### **(A) Increments**

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

#### **(B) Leave – Sick**

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

#### **(C) Leave – Vacation**

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

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

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

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

#### **(E) Municipal Superannuation**

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

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

**(F) Qualification Differential**

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

**(G) Severance Allowance**

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

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

(H) “Seniority in ‘A’ shall be credited by ‘B’.”

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Without Prejudice & Without Precedent E & CE



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
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**ARTICLE 57 - GENERAL CONDITIONS**

**Amend the collective agreement:**

**57.01 Transport Duty**

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

- (A) Transport services performed by the employee shall be considered as work performed while still in the employ of the Employer.
- (B) All terms and conditions of the agreement shall continue in force and effect while the employee is on transport duty. Notwithstanding the foregoing:
  - (1) An employee shall receive her regular pay and where applicable, overtime and other premiums while the patient is in her care.
  - and
  - (2) An employee shall be paid her straight time rate of pay for all other hours provided that the employee returns to the place she normally works by the next available, suitable transport.
- (C) All accommodations, meals and related expenses shall be paid by the Employer. ~~(Also see Article 57.01(C) Section 2: Community-Based Services)~~
- (D) Funds may be given to the employee if requested to cover such expenses prior to her leaving for transport duty.
- (E) No employee shall be required to travel in a vehicle which does not meet the Transport Canada Safety requirements.

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

~~(Also see Article 57.02(B) and 57.02(C) Section 2: Community-Based Services)~~

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

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

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 29.06 ~~or in the case of employees who are covered by Section 2, including mileage allowance as per Article 57.02 in Section 2.~~

(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 patient/resident/client services ~~community-based services~~ and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage as follows: (i) effective November 1, 2012, fifty-two cents (\$0.52) per kilometer. In addition, regular employees who deliver patient/resident/client services ~~community-based services~~ and who are required to use their own vehicles in the ordinary course of performing their work duties shall be paid an additional fifty dollars (\$50.00) per month.

(D) Business related mileage as per (C) above shall not include the normal distance an employee drives between her home and her regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than her regular worksite, she may claim as business related mileage all kilometres travelled from that location. If the business location is further than her regular worksite, she will claim all kilometres travelled which exceed the distance between her home and her regular worksite.

(E) The Parties agree to jointly develop guidelines regarding the safe transport of patients/residents/clients. The above will include guidelines related to risk and patient and nurse safety.

### **57.03 Personal Property Damage**

**~~(Also see Article 57.03 Section 2: Community-Based Services)~~**

(A) Upon submission of reasonable proof the Employer shall repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, resident or client provided such personal property is an article of use or wear of a type suitable for use while on duty.

(B) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

### **57.04 Laundry**

Uniforms provided by the Employer to employees will be laundered by the Employer.

**57.05 Registration**

- (A) To practice as a nurse, an employee must be authorized to do so under the provisions of the Nurses (Registered) Act or the Nurses (Registered Psychiatric) Act. Such authorization must be in effect on or by March 1 of each calendar year.
- (B) At the Employer's request, a Nurse is required to confirm her authorization to practice by presentation of her registration card, licence, permit or other proof acceptable to the Employer.

Note: This deletes the following articles from Section 2:

1. Section 2, Article 2 (Purpose of Agreement)
2. Section 2, Article 57 (General Conditions)

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**UNION PROPOSAL**

**APPENDIX O**

**MEMORANDUM OF AGREEMENT**

**STANDARDS FOR MEASURING NURSE WORKLOAD AND  
APPLICATION OF NURSE STAFFING PLANS IN BRITISH COLUMBIA**

*\* At the time of printing, there was a dispute between the NBA and HEABC regarding the effective period of Appendix O. Inclusion of Appendix O in the collective agreement is without prejudice to any position that either party may take in any forum.*

**Context**

It is agreed that nursing is a fundamental element of British Columbia's health care system. Patient safety and positive patient outcomes are dependent upon having appropriate staffing plans which provide reasonable workloads for nurses.

It is also recognized that nursing workload is a significant issue that needs to be addressed. The literature suggests that continual excessive workload can lead to an overly stressful work environment and may result in poor decision making by care givers, high staff turnover, recruitment problems, increased use of medical disability programs and absenteeism, and the need to pay overtime in order to fill the subsequent vacancies.

Variables which need to be considered in developing appropriate staffing plans include:

- Patient/resident/client clinical acuity;
- Nature and complexity of care provided;
- Functionality of the capital facility;
- Location of facility or service;
- Workforce Resources (FT/PT/Casual and scheduling options, etc).

It is understood that it is a vital task of the parties to provide quality patient care and optimize nurses' working conditions in order to ensure a robust public health care system for the people of B.C.

## **Implementing Appropriate Workload Measurement Tools and Nurse Staffing Plan Processes**

The parties agree that workload measurement tools are a means to facilitate informed discussion and decision making about safe workloads for nurses, rather than being an end in themselves. While workload measurement tools have undergone advances in recent years they are not yet fully developed outside of the acute care and residential care setting. Principles that should be met in determining appropriate workload measurement tools and nurse staffing plans should be:

- Evidence-based;
- Based on patient/resident/client needs, acuity and outcomes.

The Deputy Minister, Ministry of Health and the Health Authorities commit to cost share the implementation of a workload measurement system to facilitate workload measurement and staffing plan processes.

### **Provincial Nursing Workload Committee**

Upon ratification of the Nurses' PGA, a joint Provincial Nursing Workload Committee (PNWC) shall be formed. The PNWC shall consist of three senior representatives from the Nurses' Bargaining Association and three senior representatives from the Health Authorities and will be chaired by the ADM – Clinical Innovation and Integration (Chief Nurse Executive). An NBA representative will be the vice chair of the PNWC. The PNWC shall seek to develop consensus and provide advice to Leadership Council (LC) on which indicators within a workload measurement tool should be used within the healthcare system.

The PNWC may seek the advice of experts and or add other personnel in order to provide expertise and guidance. Such additions shall be by mutual agreement among the regular members of the PNWC. Specifically, the PNWC will recruit the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto, to assist with the development and/or selection of the indicators and the assessment phases.

The Ministry of Health will provide financial and resource support for the work of PNWC. The PNWC will report directly to LC.

The PNWC will convene within thirty (30) days of ratification of the Nurses' PGA and shall initially meet a minimum of once per month to seek to develop consensus on the workload measurement indicators and the selection of the initial areas where workload measurement tools and nurse staffing plan processes will be implemented. The PNWC will develop a timeline and target goals for its activities at its initial meetings.

### **Local Nursing Workload Committees (Regional Nursing Workload Committees)**

Each Health Authority will form a Local Nursing Workload Committee (LNWC). The LNWC will consist of Health Authority (including CNO) and NBA representation and be chaired by a senior executive of the Health Authority. The Health Authorities will provide financial and resource support for the work of the LNWC. The LNWC will report to the Health Authority management and the PNWC. The mandate of the LNWC will be to advise Health Authority management and the PNWC on the appropriate implementation and tracking of the workload measurement indicators and staffing plan processes.

### **Immediate Response to Areas of Concern**

The parties recognize that there are areas and/or units that have pressing workload concerns that need to be examined and addressed with necessary interventions in a timely manner. As a first step to inform its work and assist in resolving or ameliorating immediate workload concerns the PNWC will undertake a review of all outstanding Professional Responsibility Reports related to workload to be completed within three (3) months of ratification. Based on this review the PNWC

may make recommendations to LC. Additionally, the PNWC will inform the LNWC of the identity of key areas or units of concern and potential strategies that may be undertaken.

The LNWC will develop specific strategies and interventions to address workload in the key areas or units identified by the PNWC. In addition, the LNWC is not precluded from identifying areas or units of concern and developing strategies and/or interventions on its own. Such strategies may include the use of a Strategic Workload Analysis Team (SWAT) in each Health Authority. The SWATs will be composed of a Senior Health Authority management representative and an NBA representative and will have a Health Authority Executive sponsor. The SWATs may utilize other personnel as required. A framework regarding the composition, role and function of SWATs is attached to this MOA.

### **Employer Objectives for Reasonable Workload**

The following articulates the elements to be brought into consideration in assessing and responding to workload issues:

- The staffing level should be aligned with the mix of patients being served
- Appropriate relief should be allocated to account for vacancies due to vacation, union leave, leave of absence, etc
- There should be an appropriate surge capacity available to deal with changes in patient load and acuity over the course of time
- There should be accessible, empowered, skilled frontline leadership
- Other key resources which can assist in the management of workload and may need to be made available include:
  - (a) Equipment
  - (b) Clerical support
  - (c) Allied health providers
  - (d) Patient transport support
  - (e) Information and communication technology

### **Implementation of Workload Measurement Indicators and Staffing Plan Processes**

#### **1. Acute Care and Residential Care**

The implementation of workload measurement indicators and staffing plan processes will begin within six months of the PNWC first meeting and will be done in three phases:

**Phase 1:** The first phase of implementation will be for a minimum of four (4) agreed upon areas, sites or locations (two (2) in acute care and two (2) in residential care) to apply and refine the workload measurement indicators, staffing plan processes and tracking of patient outcomes.

Timeframe — Start up within 6 months.

The LNWC will provide ongoing advice to the Health Authority operational leadership and the PNWC on the implementation of workload measurement indicators and staffing plan processes in the selected areas/sites/ locations.

**Phase 2:** The second phase will be the evaluation of Phase 1.

~~Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto.~~

~~Timeframe — To be determined by the PNWC.~~

~~**Phase 3:** The third phase will be the implementation of agreed-upon appropriate indicators, nurse staffing plans and tracking of patient outcomes on a province-wide basis.~~

~~Timeframe — To be determined by the PNWC.~~

## ~~2. Community and Mental Health~~

~~**Phase 1:** The first phase will be the development/refinement of workload indicators, staffing plan processes and tracking of patient indicators.~~

~~Timeframe — One (1) year.~~

~~**Phase 2:** The second phase of implementation will be for a minimum of four (4) agreed-upon areas, sites or locations (two (2) in community and two (2) in mental health) to apply and refine the workload measurement indicators, staffing plan processes and tracking of patient outcomes.~~

~~The LNWC will provide ongoing advice to the Health Authority operational leadership and the PNWC on the implementation of workload measurement indicators and staffing plan processes in the selected areas/sites/ locations.~~

~~Timeframe — Start-up within three (3) months of the completion of Phase 1.~~

~~**Phase 3:** The third phase will be the evaluation of Phase 2.~~

~~Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto who will be involved at the beginning of Phase 1.~~

~~Timeframe — To be determined by the PNWC.~~

### ~~Workload Resolution Process~~

~~Any unresolved concerns regarding workload may be addressed through the Provincial Nursing Workload Committee.~~

~~This Memorandum of Agreement is in effect from April 1, 2006 to March 31, 2010.~~

### ~~ATTACHMENT TO APPENDIX O: Strategic Workload Analysis Team (SWAT)~~

~~— Established at Health Authority level.~~

~~— Composition: NBA representative, Health Authority management representative. Team will have a Senior Health Authority Executive sponsor.~~

~~— Team will be funded by the Health Authority.~~

- ~~— Team may access expertise and/or resources (staff, equipment, expertise in hiring, recruitment, scheduling, environmental knowledge, clinical, professional practice, facility knowledge, etc) as appropriate.~~
- ~~— Factors that may be identified for SWAT response include:
 
  - Persistent overcapacity;
  - Vacancy rates;
  - Inability to maintain baseline staffing;
  - Closures of service;
  - Overtime;
  - Sick time;
  - Professional responsibility forms;
  - Lack of access to vacation/leaves/breaks.~~
- ~~— May need to limit number of units reviewed in order to maximize team effectiveness.~~
- ~~— The Team will develop recommendations and strategies and assist in their implementation.~~
- ~~— Recommendations and strategies will be focused on solutions that will have an immediate impact in the short term and are designed to show indicators of success within 6 months.~~
- ~~— Recommendations and strategies will include a wide variety of designs including Responsive Shift Scheduling, non-nursing duties, Innovation fund, etc.~~
- ~~— The Team will follow up with an informal evaluation: Plan, Do, Study, Act — what worked, what didn't.~~
- ~~— The Team will communicate with the Local Nursing Workload Committee (LNWC) and share solutions with other Health Authority SWAT Teams.~~

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**(collectively “the Parties”)**

**Re: APPENDIX HH: JOB DESCRIPTIONS**

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**Amend the collective agreement:**

The Health Authorities/Providence Health Care agree that consolidating the number of job descriptions is an important objective and are committed to this process.

Within 90 days of ratification and quarterly thereafter, each Health Authority/Providence Health Care will provide the NBA with the number of job descriptions it has for each existing profile.

Within 90 days of ratification, each Health Authority/Providence Health Care will begin a process of consolidating and reducing its job descriptions. By March 31, 2014, each Health Authority/Providence Health Care will have reduced its total number of job descriptions for nurses to no more than 60 per Health Authority/Providence Health Care. Thereafter, the Employer will continue its efforts to reduce job descriptions.

In addition, the Health Authorities/Providence Health Care will continue a process of working together to seek opportunities for common job descriptions across Health Authorities/Providence Health Care.

During the 2016 collective bargaining the employer proposed a cancelling of Appendix HH. The employer reported that some health authorities had achieved the goal of 60 job descriptions

per health authority while other health authorities did not. The employer reported that the number 60 was too low due to organizational structure. The example of this was PHSA.

The Union believes it is important to have a full understanding of job descriptions. The original letter listed above was designed to have a more appropriate number of job descriptions as some employers had over 1,000. The Union was also concerned that making job descriptions had become a “cottage industry” with the suggestions that some employers were creating job descriptions to ensure that they could choose the candidate they wanted most.

The Union and the Employer agree that in the six months following the ratification of the collective agreement the employers and the Union, utilizing the assistance of the Nursing Staffing Secretariat, will deal with this matter and come to a viable conclusion.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**APPENDIX QQ – ADDITIONAL PATIENT DEMAND**

**Amend the collective agreement, by amending the following:**

The parties agree that in instances where patient demand exceeds the normal capacity of a facility or a unit within a facility, the Employer will call in additional nurses as necessary to meet patient care needs. Patient care needs will be determined jointly by the manager and nurse in charge of the unit in question.

“Patient care needs” includes, but is not limited to, an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

Additional nurses will be called in using the following:

- (a) Casuals
- (b) Regular part time
- (c) Float pools
- (d) Redeployment of other nurses if circumstances permit
- (e) Regular full-time

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

## MEMORANDUM OF AGREEMENT

**Between:**

**The Health Employers Association of British Columbia**

**And**

**The Nurses Bargaining Association**

**(collectively “the Parties”)**

**Re: Integration of Licensed Practical Nurses into the NBA Provincial Collective Agreement**

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The Parties agree that the Nurses Bargaining Association (“NBA”) Provincial Collective Agreement will apply to Licensed Practical Nurses (“LPNs”) effective the start of the first full pay period following the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, except as set out below:

**1. Superior Benefits**

- a. The Parties agree that all previously existing superior benefits to which LPNs were entitled under Employer-specific Memoranda of Understanding to the FBA and CBA collective agreements will be extinguished effective thirty (30) days after the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, except those set out in Appendix “A” to this Memorandum of Agreement.
- b. The Parties further agree that all superior benefits set out in Appendix “A” to this Memorandum of Agreement will be extinguished on March 30, 2019.

**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 T - Client Specific Nurses from Home Support Agencies
- 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 “JJ” – Job Security
- c. Appendix “OO” – Acute/Long-Term Care Staff Replacement – Long-Term
- d. Appendix “PP” – Acute/Long-Term Care Staff Replacement – Short-Term
- e. Appendix “QQ” – Additional Patient Demand
- f. Appendix “RR” – In-Charge Nurse
- g. Appendix “SS” – Community – Replacement of Absences

**4. Provisions of the NBA Provincial Collective Agreement that are subject to a transition process that has been agreed to by the Parties**

- a. Article 11.03(a): The Parties agree that the minimum fifteen (15) hours per week threshold for obtaining Regular Part-Time status will not apply to LPNs that, at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, are Regular Part-Time status employees, but work less than fifteen (15) hours per week. Such LPNs will maintain their Regular Part-Time status until such time as:
  - i. The LPN voluntarily changes her schedule, or

- ii. The Employer changes the LPN's schedule for a *bona fide* operational reason.
- b. Article 11.04: The Parties agree that all LPN casual shifts that are scheduled at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement will be worked as scheduled.
- c. Articles 18.05(a), 18.05(b) and 18.05(c): The Parties agree that any LPNs that were promoted or transferred into a new position ninety (90) days or less before the date of ratification of the 2014-2019 NBA Provincial Collective Agreement shall be entitled to the return to their previously held position in accordance with the terms of the collective agreement (FBA or CBA) that applied at the time of the promotion or transfer.
- d. Article 19: The Parties agree that any LPNs that were on layoff at the date of ratification of the 2014-2019 NBA Provincial Collective Agreement shall continue be covered by the collective agreement (FBA or CBA) that applied at the time of the layoff until such time as the laid-off LPN returns to regular employment.
- e. Articles 21, 22, 23: The Parties recognize that LPN Job Profiles and Job descriptions need to be created that are consistent with Articles 21, 22 and 23 of the NBA Provincial Collective Agreement. The Employer agrees to create LPN Job Profiles and Job Descriptions by no later than October 1, 2016.
- f. Article 25 – Work Schedules: The Parties agree that LPN work schedules will be brought into compliance with the NBA Provincial Collective Agreement by no later than April 1, 2017. The Parties will meet within thirty (30) days of ratification of the collective agreement to discuss a mutually agreeable process for achieving this objective as expeditiously and efficiently as possible. The Parties agreement with respect to Article 25 also applies to all other scheduling-related provisions of the NBA Provincial Collective Agreement, including, but not limited to: Article 26.02, Memorandum of Agreement Re: Extended Work Day/Compressed Work Week, Appendix "I", Appendix "N", Appendix "ZZ". All new LPN work schedules created following the ratification of the 2014-2019 HEABC-NBA Provincial Collective Agreement will comply with its scheduling language.
- g. Article 28.02 - Shift Premium  
Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same evening and night shift premiums that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the evening and night shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.

- h. Article 28.03 – Weekend Premiums  
Effective the date of ratification of the 2014-2019 NBA Provincial Collective Agreement, LPNs shall continue to receive the same weekend premium that they were entitled to under the previous applicable collective agreement. Effective April 1, 2017, the weekend shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.
- i. Article 28.04 – Super Shift Premiums  
Article 28.04 of the HEABC-NBA Provincial Collective Agreement will not apply to LPNs until April 1, 2017. Effective April 1, 2017, the super shift premiums set out in the HEABC-NBA Provincial Collective Agreement shall apply to all LPNs.

## 5. Seniority

- a. Consolidated Certification:
  - i. The Parties agree that LPNs will be included in the consolidated certification of each Health Authority/PHC by no later than September 1, 2016. The parties shall meet within thirty (30) days of ratification of the 2014-2019 NBA Provincial Collective Agreement to develop a process for achieving this objective.
  - ii. There will be no claims for back pay, compensation for missed shifts or other retroactive remedies as a result of the process of including LPNs in the consolidated certification of each Health Authority/PHC.
- b. Retroactive Seniority:
  - i. The parties agree to credit currently employed LPNs with all seniority that was lost as a result of resigning from or being terminated (without cause) from a 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 a LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement. This list will also indicate the seniority hours that the NBA believes each LPN is entitled to.
  - iii. If necessary, the Parties will develop a mutually able process through which the Union will be given access to the information that it reasonably requires to complete the list referred to in paragraph b(ii) above. The Employer will have

no role in calculating seniority credit, but will give affected LPNs credit for all seniority identified by the NBA. This includes any recognition of seniority as per Appendix Z - Recognition of Seniority of the NBA.

c. Seniority Application into the NBA:

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

6. **Service**

The parties agree to review the issue of LPN service that was lost as a result of an LPN resigning from or being terminated (without cause) from a LPN position between April 15, 2013 and the date of ratification of the 2014-2019 NBA Provincial Collective Agreement. This review will take place no later than 60 days after the ratification of the the 2014-2019 NBA Provincial Collective Agreement.

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union

Name of Facility	HA	MOA
Arranglen Lodge	CPAC	Free Parking
Arrowsmith Rest Home Society	Arrowsmith Rest Home Society	Free Parking
Beckley Farm Lodge	Beckley Farm Lodge Society	Employee Parking
Bleinheim Lodge	Bleinheim Lodge	Coffee, Tea, Snacks and Meals
Bleinheim Lodge	Bleinheim Lodge	Parking
Broadway Pentecostal Lodge		Coffee and Tea
Broadway Pentecostal Lodge		Meals
Broadway Pentecostal Lodge		Parking
Canadian Blood Service, The		Free Parking
Cedarview Lodge	VCHA	Free Parking
Central City Lodge		Coffee
Central City Lodge		Meals
Columbus Residence		Meals and Beverages
Columbus Residence		Free Parking
Cooper Place Intermediate Care		Coffee and Snacks
Cooper Place Intermediate Care		Parking
Delta Hospital	FHA	Free Parking
Dogwood Lodge (Vancouver)	VCHA	Free Parking
Eagle Ridge Hospital	FHA	Christmas Meal
Evergreen Baptist Home		Free Coffee
Evergreen Baptist Home		Parking
False Creek Residence		Coffee and Snacks
False Creek Residence		Meals
False Creek Residence		Parking
Fellburn Care Centre	FHA	Free Parking
Finnish Home		Meals
Finnish Home		Parking
Finnish Manor		Meals
Finnish Manor		Parking
Fraserview Intermediate Care		Parking
George Derby Centre		Parking
Glacier View Lodge		Parking
Gold River Health Clinic	VIHA	Parking
Hardy View Lodge	IHA	Free Parking
Holy Family Hospital	PHC	Free Parking
Jackman Manor		Coffee
Jackman Manor		Meals
Jackman Manor		Parking
Kiwanis Care Centre (Nwest)		Coffee/Tea, Parking, Meals
Kiwanis Care Centre (Nvan)	VCHA	Parking
Little Mountain Place		Beverages
Little Mountain Place		Parking
Malaspina Gardens	CPAC	Meals and Beverages

Name of Facility	HA	MOA
Malaspina Gardens	CPAC	Parking
Nelson Jubilee Manor	IHA	Free Coffee
Nelson Jubilee Manor	IHA	Meals
Nelson Jubilee Manor	IHA	Free Parking
New Vista Care Home		Meals
New Vista Care Home		Parking
Normanna Rest Home		Beverages
Normanna Rest Home		Meals
Normanna Rest Home		Free Parking
Ponderosa Lodge	IHA	Free Parking
Queen Alexandra Centre	FHA	Parking
Ridgewood Lodge	IHA	Addendum - Meals
Ridgewood Lodge	IHA	Addendum - Parking
Rosewood Manor		Free Coffee
Rosewood Manor		Meals
Rosewood Manor		Parking
Shorncliffe	VCHA	Free Coffee & Tea
Shorncliffe	VCHA	Meals
Shorncliffe	VCHA	Employee Parking
Youville Residence	PHC	Meals & Beverages

## LPN Merger Timeline

- **April 2016 – LPNs leveled to NBA excluding Shift Premiums**
  - > LPN on call premium level to NBA (\$1 or \$2 to \$5.75 or \$6.25/hr)
  - > LPN vacation level to NBA
  - > Isolation allowance to all sites in NBA & FBA
  - > LPN casual stat and vacation level to NBA
  - > LPN severance (1 week/2 year) level to NBA
  - > LPN casual shift cancellation level to NBA
  - > LPN salary on promotion (\$200) level to NBA
  - > LPN promotion anniversary date level to NBA
  - > LPN election leave (3 hrs vs. 4 hrs) level to NBA
  - > LPN on call meal period (1.5x vs. 1.0x) level to NBA
  - > LPN stat & superstat (1.5x vs. 2.5x) level to NBA
  - > LPN WCB (10% top up) level to NBA
  - > LPN extended and dental level to NBA
  - > LPN safe workplace training (3 weeks) level to NBA
  
- **April 2017 – LPN shift premiums leveled to NBA**
  - > LPN night shift premium (increase to \$3.50) level to NBA
  - > LPN weekend shift premium (increase to \$2.30) level to NBA
  - > LPN super shift premium (increase to \$1) level to NBA
  
- **September 2017 – LPNs get \$1/hr increase**

	Current Language		IMMEDIATELY UPON RATIFICATION
	CBA	FBA	NBA
<b>Vacation</b>	15 days (starting)	18 days (starting)	20 days (starting)
<b>Benefits (extended health and dental)</b>	\$100 deductible \$1000 massage & physio	\$100 deductible Unlimited massage & physio	\$25 deductible Unlimited massage & physio
<b>LTD Waiting Period</b>	5 months	5 months	4 months
<b>Casual Pay in Lieu of Benefits</b>	9.6%	11.8%	12.6%
<b>Extended Health Benefits for Casuals</b>	Pays out of pocket	Pays out of pocket	Reimbursed after working 975 hours/year
<b>Extended Health Benefits for Casuals in Temporary Appointments</b>	No language	In position for 6 months or longer: <ul style="list-style-type: none"> <li>Reimbursement of monthly benefit premiums</li> <li>Enrolment in benefit plan</li> </ul>	In position for 4 months or longer: <ul style="list-style-type: none"> <li>Vacation time off</li> <li>Accrue sick leave</li> <li>Reimbursement of monthly benefit premiums (after first 31 days)</li> <li>Enrolment in benefit plan</li> </ul>
<b>Casual Shift Cancellation</b>	No language	No language	Offered and accepted shifts cannot be cancelled by either the casual or Employer without a bona fide reason
<b>Stat &amp; Superstat</b>	1.5x all stats	2.0x all stats 2.5x super stat	2.0x all stats 2.5x super stat
<b>Salary on Promotion</b>	Move to next highest level	Move to next highest level	Increase of at least \$200 a month
<b>Isolation Allowance</b>	None	37 locations	48 locations
<b>PRF Process</b>	No language	Limited process, only goes to manager	<ul style="list-style-type: none"> <li>May result in binding decisions</li> <li>Can go to Ministry of Health and Secretariats</li> </ul>

	Current Language		IMMEDIATELY UPON RATIFICATION
	CBA	FBA	NBA
<b>Qualification Differential</b>	N/A	Currently no QD for Orthotechs or Dialysis	\$50/month for specialty training (for courses beyond 4 months)
<b>Severance</b>	No language	1 week for every 2 years	1 week for every 2 years
<b>On-Call Premium</b>	\$1/hr	\$2/hr	\$5.75 for first 72 hours, \$6.25 thereafter
<b>Election Leave</b>	3 hours	3 hours	4 hours
<b>Work Schedules</b>	No language	No language	<ul style="list-style-type: none"> <li>6 steps of mutuality for rotation changes</li> <li>Must have 1 in 3 or 3 in 9 weekends off</li> </ul>
<b>WCB Leave Top-Up</b>	No language	No language	10%
<b>Safe Workplace Training</b>	New employee – 3 days	New employee – 3 days	3 weeks
<b>Displacement Options</b>	<ul style="list-style-type: none"> <li>No access to vacancies</li> <li>Bump in line with seniority</li> </ul>	<ul style="list-style-type: none"> <li>No access to vacancies</li> <li>Can only bump least senior employee if under 7 years of seniority</li> </ul>	<ul style="list-style-type: none"> <li>Access to vacancies</li> <li>Bump in line with seniority</li> <li>Orientation and education up to 6 weeks will be provided if necessary</li> </ul>
<b>Maternity Leave</b>	<ul style="list-style-type: none"> <li>Unpaid 17 weeks</li> </ul>	<ul style="list-style-type: none"> <li>17 weeks' top-up to 85% of basic pay</li> <li>Must return to line for 6 months (otherwise must repay top-up)</li> </ul>	<ul style="list-style-type: none"> <li>17 weeks' top-up to 85% of basic pay</li> </ul>
<b>Promotion Anniversary Date</b>	<ul style="list-style-type: none"> <li>Upon promotion, anniversary date resets (must wait full year for increment increase)</li> </ul>	<ul style="list-style-type: none"> <li>Upon promotion, anniversary date resets (must wait full year for increment increase)</li> </ul>	<ul style="list-style-type: none"> <li>Promotion does not change anniversary date</li> </ul>

	Current Language		APRIL 2017
	CBA	FBA	NBA
<b>Evening Shift Premium</b>	\$0/hr	\$0.95/hr	\$0.70/hr
<b>Night Shift Premium</b>	\$0/hr	\$1.75/hr	\$3.50/hr
<b>Weekend Premium</b>	\$0.25/hr	\$1.00/hr	\$2.30/hr
<b>Supershift Premium</b>	\$0/hr	\$0/hr	\$1.00/hr

### Closing the Gap

**September 2017** - \$1/hr for all LPNs (Nurse Level 1 and Level 2) for all increments



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

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

**29.01 Definitions**

(A) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.

(B) Call-back means the period during which an employee is scheduled off-duty and is either:

(1) on-call and reports to duty at the Employer's request, or

(2) on-call and takes a telephone call without attending the worksite, office or client's home

~~(2)~~ is not on-call and returns to duty, at the Employer's request, after the completion of her shift.

(C) Call-in means the period of time that ~~an regular part-time or casual~~ employee reports for duty, at the Employer's request, for unscheduled work.

**29.02 Application**

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

**29.03 On-Call**

(A) Premium

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

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

**(B) On-Call Limited**

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

**(C) Pagers**

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

**29.04 Call-Back**

~~(This Provision is not applicable to certain Employers. See Article 29.04 Section 2: Community-Based Services)~~

**(A) Compensation**

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

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

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

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

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

**29.05 Application of Call-Back****(A) Functions of Employee on Call-Back**

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

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

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

**29.06 Call-Back Travel Allowance**

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

(A) effective November 1, 2012, fifty-two cents (\$0.52) per kilometer;

OR

~~(B) effective April 1, 2006, fifty cents (\$0.50) per kilometer;~~

OR

~~(C)~~ where public or private transportation facilities are not available, taxi fare from home to hospital and return.

In either (A), or (B) ~~or (C)~~ above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip. 46

**29.07 Call-In**

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

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

**29.08 Insufficient Off-Duty Hours**

~~(This Provision is not applicable to certain Employers. See Article 29.08 Section 2: Community-Based Services)~~

~~If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.~~

~~The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at her scheduled time.~~

~~This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.~~

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

(A) If an employee works employer required overtime immediately following her regular shift, or is called back to a worksite, office or client's home and does not receive a total of eight (8) consecutive hours off duty after completion of the call back and the start of their next regularly scheduled shift, then the employee will not be required to report for duty until the employee has received a total of eight (8) consecutive hours off duty. In such instances no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift. All hours worked will be at the applicable rate of pay.

(B) The employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at her scheduled time.

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

NOTE: This deletes the following articles from Section 2:

1. Article 29.04 (Call Back for Home Support Agencies)
2. Article 29.04 (Call Back for Home Care and Prevention)
3. Article 29.08 (Insufficient Off-Duty Hours)

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**LETTER OF AGREEMENT – EXCESSIVE ON-CALL AND CALL-BACK**

The parties recognize that on call and call back work is critical to the provision of high quality and timely health care to the patients of British Columbia.

The parties further recognize that being on-call and being called back to work can have an impact on an employee's personal life and that call-backs can negatively impact on the amount and quality of sleep an employee may achieve. Insufficient amounts of sleep may impact employees and may affect patient safety and quality of care.

And whereas the parties recognize that the appropriate use of on-call service and call-backs will contribute to employee health, wellness and quality of life, occupational safety, the provision of safer care for patients and better utilization of health budgets, and these goals are consistent with the Institute for Healthcare Improvement (IHI) Triple Aim for quality improvement (improved quality or safety, improved provider satisfaction, improved per capita cost of care).

The parties agree that challenges arise from the following:

- Inadequate regularization of call-back hours.
- Appropriate application of call back as defined in Article 29.05(A) Functions of Employee on Call-Back.
- Vacant positions that result in increased amount of on call required for remaining employees to cover.
- Excessive reliance on on-call and call-back.

The parties agree that where the Union identifies units/facilities which are faced with one or more of the challenges outlined above, the parties will meet at the local level to resolve the issues within 30 days. The parties agree to the value of using a quality and safety lens in this review and in the revision of standards as may be necessary.

Issues that cannot be resolved will be referred to the Nurse Staffing Secretariat.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

200 - 1333 West Broadway Vancouver, BC V6H 4C6 TEL: 604.736.5909 FAX: 604.736.2715  
www.heabc.bc.ca

March 10, 2016

Gary Fane  
Executive Director, Negotiations and Strategic Development  
BC Nurses Union  
4060 Regent Street  
Burnaby, BC  
V5C 6P5

Dear Gary:

**Re: Overtime by Seniority**

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As per our discussion, overtime that is pre-booked greater than 48 hours in advance of the shift shall be offered to employees by seniority order *once call-in technology has been implemented in each health authority.*

Sincerely,



David Logan  
President and Chief Executive Officer



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**ARTICLE 59 - PROFESSIONAL RESPONSIBILITY CLAUSE**

**Amend the collective agreement, by creating the following:**

In the interest of safe patient/client/resident care, and to reflect a strengthened professional practice commitment, the parties agree to a refreshed approach related to quality nursing practice. This approach will be built on trust and common goals and will enable nurses and the employer to engage in meaningful conversations around opportunities for improvement.

In order to facilitate this collaborative relationship, the Union and Employer agree to deliver PRF education to participants as determined by the parties. This education will be based on a mutually agreed curriculum and co-facilitated by the Employer and the Union.

The following problem solving process will address nursing practice conditions and the safety of patients/residents/clients and nurses.

The parties agree that if a PRF is submitted that focuses on a staffing issue, it will be referred to the Nurse Staffing Secretariat.

Communication between the Employer and the nurse(s) with respect to the status of their issue will occur regardless of the process followed.

In the interest of achieving collaborative solutions in a timely and orderly fashion, the parties will make every effort to consolidate related Professional Responsibility Forms (PRF).

**59.01** Within 72 hours of identifying a concern, the nurse(s) will discuss the matter with their excluded manager or excluded designate with the objective of resolving the concern. This discussion must include specific details as it pertains to practice. The preferred method for this discussion is face to face, but may also take place via other means (e.g., email or telephone) when necessary. The nurse(s) may be accompanied/supported by an experienced PRF representative or a steward. When the concern is not immediately resolved, the excluded manager or excluded designate will provide the nurse(s) with a written response of actions to be taken within seven (7) days of the discussion.

**59.02** If the matter is not resolved to the nurse(s)' satisfaction within seven (7) calendar days of receipt of the written response, the nurse(s) may submit the PRF to the Professional Responsibility Committee ("PRC"). The nurse(s) retains the original and forwards copies to her

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excluded manager or excluded designate and the Union steward, who will ensure that the standing members of the PRC receive copies.

**59.03** A PRC shall be established with each Employer as defined in Article 1.02. The parties will operate in accordance with the mutually agreed to Terms of Reference and Guiding Principles.

Composition of the PRC:

(A) Standing Members:

- (1) one member appointed by the NBA
- (2) one member appointed by the Employer

(B) Ad Hoc Members:

- (1) the nurse(s) with the concern
- (2) a PRF representative or a Union steward
- (3) the immediate supervisor
- (4) the excluded manager or excluded designate of the unit

**59.04** The Standing Members of the PRC shall request and be given access to documents and data necessary to assist in satisfactory resolution of the nurse(s)' concerns.

**59.05** A meeting of the PRC shall be held within fourteen (14) calendar days of receipt of the PRF. The PRC will have thirty (30) days following the meeting to attempt to resolve the identified concern(s) and to submit a final written report to the nurse(s) and the Union identifying the actions to be taken and the timeline for implementation. In the event that not all Ad Hoc Members can attend the meeting, the Standing Members will determine if the meeting can proceed with only the available members, making all reasonable efforts to ensure at least one PRF author is present.

All efforts will be made to schedule member(s)' attendance at the PRC/SRC on a scheduled shift to ensure that a member does not lose pay to attend and in the event that this cannot be done, the member will be compensated at straight time.

Where multiple employees are a party to the PRF(s), the Standing Members of the PRC/SRC will limit the number of attendees to a reasonable level. The authors will determine who will attend and speak on their behalf.

Action items that are jointly agreed to by the PRC shall be communicated in writing to the PRF author(s), their excluded manager or excluded designate and any other persons whose involvement is required to implement the action items. The PRC will also identify a timeframe for reviewing the action items, which may vary depending on their nature.

**59.06** **Applicable to Health Authorities, Providence Health Care and Bishop of Victoria (St. Joseph's General Hospital)**

- (a) A Senior Review Committee (SRC) shall be established at each Health Authority/Providence Health Care consisting of the Health Authority's/Providence Health Care's Chief Operating Officer (or functional equivalent) or the Chief Nursing Officer (or functional equivalent), and one senior representative appointed by the Union.
- (b) If the concern(s) is not resolved at the PRC level or the identified actions are not taken, the Union may refer the matter to the SRC within seven (7) calendar days of receipt of the PRC final written report or of the failure to implement the report. All referrals to the SRC will be accompanied by correspondence that explains the Union's rationale for referral.
- (c) The SRC will review the matter, including having access to data and documents as necessary, and will issue recommendations in a written report to the Union and the respective Health

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Authority/Providence Health Care/Bishop of Victoria (St. Joseph's General Hospital) Chief Executive Officers within 60 days of referral.

- (d) Prior to any referral to the Provincial Nursing Secretariat (PNS), either party shall notify the CEO of their intent to make a referral. Within 14 days of receiving the notification, the CEO will acknowledge receipt and communicate any resolve to the parties. Where the matter is resolved at this level, it shall not be referred to the PNS.
- (e) Recommendations that are unanimous will be binding and will be implemented by the parties. The SRC will specify a timeframe for reviewing binding recommendations to ensure that they are implemented as intended. If it is determined during this review that progress is not being made, either party may refer the binding recommendations to the PNS.
- (f) Where the SRC is unable to make unanimous recommendations, a written report outlining the SRC's findings will be issued to the Union and the Health Authority/Providence Health Care. At that point, either party may refer the matter to the PNS.

**59.07 Applicable to Affiliate Employers other than Providence Health Care and Bishop of Victoria (St. Joseph's General Hospital)**

- (a) If the concern(s) is not resolved to the Union's satisfaction, it may refer the matter to the Board of Directors (or functional equivalent) within seven (7) calendar days of receipt of the PRC final written report. The Union may make a written submission and/or a verbal presentation. All parties shall receive copies of any submission or documentation that may be provided to the Board.
- (b) The Board of Directors (or functional equivalent) will review the submission and/or hear the verbal presentation at their next regularly scheduled board meeting and shall respond in writing to the Union within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the PRC Members.
- (c) Where the Board of Directors (or functional equivalent) has not resolved the issue to the Union's satisfaction, either party may refer the matter to the contract holder. Within 14 days of receiving the referral, the contract holder will acknowledge receipt and communicate any resolve to the parties. Where the matter is not resolved at this level, either party may refer the matter to the PNS.

~~**59.08** If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the nurse who has been designated in charge shall have the authority to call in additional staff pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call-in by seniority pursuant to Article 11.04 shall not apply.~~

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

## Memorandum of Agreement

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

### **Re: Rural and Remote Nursing**

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#### **Whereas:**

The Parties have a shared interest in pursuing solutions to nurse recruitment and retention issues presently faced by health employers operating in rural and remote communities.

#### **Therefore, the NBA and MOH agree that:**

1. The Parties will conduct a joint review of Rural/Remote nursing issues.
2. The purpose of this review will be to identify immediate and pressing nurse recruitment and retention issues.
3. The review will be conducted in each of the following health authorities and shall be conducted by one (1) employee of the health authority and one (1) representative from the NBA:
  - a. Northern Health;
  - b. Interior Health;
  - c. Island Health; and
  - d. Vancouver Coastal Health;
4. The review will commence no later than three (3) months following ratification of the PCA and be completed no later than six (6) months following ratification of the PCA.
5. Upon completion of the review the Parties will submit joint recommendations, on solutions to issues identified by the review, to MOH for approval. Once approved the recommendations

shall be implemented.

6. Where health authority and NBA's appointees conducting the joint review cannot reach agreement regarding whether a particular measure should, or should not, be recommended, either party may send unilateral recommendations to the NPS which will determine whether implementation is appropriate.
7. The Ministry of Health will allocate \$2,000,000 to implement approved recommendations.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union

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Ministry of Health



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**UNION PROPOSAL**

**Article 17 - Vacancy Postings**

**17.01 Postings**

(A) The Employer shall post notice of all nursing vacancies, describing the position, department, worksite, the date of commencement, a summary of the job description and the required qualifications. Where the Employer has the capability to do so, all vacancies shall be posted electronically.

~~(B) Positions will be posted twice a week on Tuesdays and Thursdays for a period of seventy-two (72) hours. Applicants are responsible to be available for interviews as necessary and to check their preferred email address on a daily basis for any notifications from the Employer regarding the application. 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 an 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 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 delegate. 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 date of execution until the successful renegotiation of the 2019 PCA.

(D) Notwithstanding Article 17.01(A) above, nursing vacancies in mental health services and in extended and intermediate care services will be dual posted for RNs and RPNs.

(E) The Employer will post all Nurse 3 positions (with the exception of Public Health and Preventative Nurses) without the requirement for a BScN degree.

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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).

The parties agree that, within 6 months of ratification, the Nursing Policy Secretariat will seek input from the NBA and the Employer to determine the definition of BScN equivalency. An employee will be deemed to have the equivalent of a BScN degree where the employee has five (5) years or more experience.

~~(E) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.~~

~~When the Employer utilizes electronic job postings only:~~

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

~~(b) Employers will ensure that employees will have reasonable access to electronic posting information.~~

~~(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 ~~six (6)~~ nine (9) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed ~~fourteen (14)~~ twelve (12) 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 Level 1 or Level 3 position up to 14 months in length shall commit to remain in the position for its entire duration unless the employee has a bona fide reason.~~

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

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

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

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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 position.

If a casual employee accepts a temporary position, they will receive regular benefits for the entire duration, with the exception of long-term disability, which they will receive for a maximum of two (2) years following the commencement of the temporary position 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 position, the Employer may appoint a newly graduated Licenced 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 18 months and have not previously registered in another jurisdiction.

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

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

~~(E)~~ 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.

(B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.

(C) These positions will be posted and filled in accordance with Article 17.01 Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 17.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to

## WITHOUT PREJUDICE &amp; WITHOUT PRECEDENT E&amp;OE

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, Seasonal Part-time Positions are positions that are created by the Employer to address ongoing staffing challenges, such as those in geographic locations that have seasonal changes in service delivery needs.
- (B) A Seasonal Part-time Position may be created by compressing a specified annual FTE into a smaller portion of a year (for example, an Employee could work a 0.5 FTE compressed into full-time hours over a six month period). During the remaining months (for example, the remaining six months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.
- (C) Employees working in Seasonal Part-time Positions shall be covered by the provisions of this Agreement, except as provided otherwise below.
- (D) Employees may obtain a Seasonal Part-time Position through a Seasonal Part-time vacancy posted pursuant to Article 17 – Vacancy Postings.
- (E) An Employee working in a Seasonal Part-time Position may choose to be paid either:
  - (1) for those hours actually worked; or
  - (2) as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.
- (F) Seasonal Part-time employees' vacation and sick leave accruals shall be based on hours paid.
- (G) Seasonal Part-time employees shall only use sick leave during the compressed work period described in Article 17.04(B) above.
- (H) After the completion of the term, a Seasonal Part-time position may be eliminated at the discretion of the employer upon sixty (60) days notice to the employee working in the Seasonal Part-time position. If a Seasonal Part-time position is eliminated by the Employer, the employee that had been working in the position will, at the discretion of the Employer, either be returned to her previous position or be entitled to all displacement rights under the PCA.
- (I) 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 for work as defined in Article 11.04(A) the Employer will establish float positions. To ensure the full utilization of these float positions, the Employer may reassign to a float, work previously

## WITHOUT PREJUDICE &amp; WITHOUT PRECEDENT E&amp;OE

assigned to a casual employee. The Employer shall post and fill these positions in accordance with Article 17.01 Postings.

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

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

Where appropriate, a float/relief employee may be required to perform work at more than one worksite. 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 Increasing or Decreasing Regular Part-Time Employee FTE Status**

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

### **17.07 Posting of Successful Candidate**

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**UNION PROPOSAL**

**ARTICLE 18.01 – FIRST CONSIDERATION**

**Amend the collective agreement, by adding the following:**

**18.01 First Consideration**

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

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

As such the parties agree to develop policy and then implement that policy within 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 date of successfully concluding negotiation until the successful renegotiation of the 2019 PCA.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

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

Amend the collective agreement, by adding the following

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

(A) In the event of a regular employee relieving in a higher-rated job for 4 consecutive weeks or more, the employee shall receive the rate of pay attracted by the position.

(AB) If an regular employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

**18.09 Voluntary Demotion**

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

Note: The parties agree that the Union reserves their right to arbitrate their cases that have been grieved concerning 18.08(A). The parties agree not to use this agreement in arbitration or any of the discussions during the negotiations in the arbitration. The parties agree that the arbitration decision will answer how many weeks a nurse must work to receive the higher rate of pay. Nevertheless, the parties agree that if the Union loses the legal agreement, 4 consecutive weeks or more will apply.

\_\_\_\_\_  
 Nurses' Bargaining Association

\_\_\_\_\_  
 Health Employers Association of BC

\_\_\_\_\_  
 British Columbia Nurses' Union



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**ARTICLE 19 - LAY-OFF & RECALL**

**Amend the collective agreement, by adding the following:**

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

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

**19.01 Displaced Employees**

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

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

**(A) Notice to the Union**

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

**(B) Displaced Employees' Options**

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

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

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

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they

choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

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

(1) **Vacancies**

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

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

(2) **Bumping**

- (a) Displaced employees who have chosen not to select an available vacancy or do not have access to a vacancy can elect to bump to a position in line with seniority (subject to 2(b) below), ~~provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.~~
- (b) In the event that the employer deems that the displaced employee is not qualified for the chosen bump, the employer shall provide the usual unit orientation, education and training to the nurse provided that such usual unit orientation, education and training does not exceed 6 weeks or as mutually agreed. After the nurse has successfully completed the usual unit orientation, education and training, the nurse will be deemed qualified for

the position by the employer. Nurses who elect to bump into a specialty position must possess the required education.

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

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

(~~b~~c) Displaced employees will choose a position to bump into by designating:

- (i) the FTE;
- (ii) the unit/ward/program (program for community nurses only); and
- (iii) the shift pattern. Shift patterns are identified as days/evenings; days/nights; evenings/nights; days; nights; or evenings.

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

(~~e~~d) Worksite Bumping

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

(~~e~~e) Bumping outside of the worksite where applicable

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

(3) **Lay-off**

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

**(4) Access to Casual Work**

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

**(5) Severance Allowance**

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

**(C) Displacement Processes**

- (i) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- (ii) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.
- (iii) An employee selecting or bumping into a position under Article 19.01(B)(1) or 19.01(B)(2) shall be considered a qualifying employee pursuant to Article 18.03 and shall be entitled to orientation as specified in Article 18.04. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.
- (iv) Any change in position under Article 19.01(B)(2) shall not result in a promotion or demotion unless agreed upon between the Union and the Employer.
- (v) A displaced employee filling a lower rated position under 19.01(B)(1) or (2) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump or fill a lower rated position under 19.01(B)(1) or (2) rather than accepting a vacancy or unfilled vacancy within their own classification at their worksite or within their geographical area, which they are qualified and capable to perform. Such employees shall assume the rate of pay of the lower rated position.
- (vi) "Geographical Area" means a worksite located within 50 kilometers of the employee's originating worksite.

**19.02 Advance Notice**

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

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

- (1) less than five (5) years' service – twenty-eight (28) calendar days' notice  
or  
regular pay for twenty (20) work days;

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

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

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

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

\* Includes leave without pay up to twenty (20) work days. (Reference Article 37 – Leave – General.)

\*\* Entitlement as in (A)(1), (2) or (3).

**(C) Application**

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

**19.03 Benefits Continued**

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

### 19.04 Recall

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

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

- (B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.

Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision.

- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- (D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- (E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one year.

### 19.05 Recall Period

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

### 19.06 Leaves of Absence

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**

**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**UNION PROPOSAL**

**ARTICLE 25 - WORK SCHEDULES**

**Amend the collective agreement, by changing the following:**

**25.01 Master Work Schedule**

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

**25.02 Determination of Work Schedules**

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

**25.03 Internal Schedule Change**

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

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

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

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

**25.034 Flexible Hours**

The Employer and employees at each worksite agree to cooperate in developing and implementing mutually agreed flexible hours for scheduling particular positions. HEABC and the

Union will consider and, if acceptable, approve variations to the agreement to accommodate this Article. Flexible scheduling arrangements awaiting approval shall remain in place until reviewed by the parties.

#### **25.045 Posting of Work Schedules**

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

#### **25.056 Requirements of Work Schedules**

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

#### **25.067 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 4-week period in advance. The establishment of work schedules shall be by mutual agreement between the Employer and the employees at the local level.
- (C) It is intended that the base schedule to which flexibility is to be applied shall be a 7.5 hour work day.
- (D) In planning the proposed schedule, the 7.5 hour work day may be altered by mutual agreement if it is in the interest of client care and/or efficiency or to complete work due to exceptional circumstances.

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

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

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

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

#### **25.078 Insufficient Notice**

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

#### **25.089 Voluntary Shift Exchange**

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

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

**25.0910 Leave of Absence Refused**

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

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

**25.101 Extended Work Day Memorandum**

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

**25.142 Three Different Shifts Worked**

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

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**MEMORANDUM OF AGREEMENT**

Between:

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

And:

**NURSES’ BARGAINING ASSOCIATION (“NBA”)**

(collectively “the Parties”)

**Re: Appendix MM – Memorandum of Understanding – Maintenance of Straight Time Paid Hours of Nurses**

**Amend Appendix MM as follows:**

HEABC will provide the NBA with the total number of straight-time paid hours, of the nurses in the health sector for the calendar year 2016, 2017, 2018 and 2019. This information will be provided to the NBA for each calendar year by July of the following year.

For the term of the Collective Agreement, the total number of straight-time paid hours of nurses in the health sector will be no less than the total number of straight-time paid hours of nurses in 2016.

HEABC will also provide the NBA with the number of FTEs broken down by FT, PT and casual, and the number of overtime hours, of nurses in the health sector for the calendar year 2016, 2017, 2018, and 2019.

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses’ Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**MEMORANDUM OF AGREEMENT**

Between:

**HEALTH EMPLOYERS ASSOCIATION OF BC (“HEABC”)**

And:

**NURSES’ BARGAINING ASSOCIATION (“NBA”)**

(collectively “the Parties”)

**Re: Appendix NN – Memorandum of Understanding – Additional Nurse FTEs**

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**Amend Appendix NN as follows:**

The employer was obligated to increase nursing hours from the December 31, 2012 hours by at least 4,159,687.5 straight time paid hours (2125 FTE) by March 31, 2016. These increases would have been distributed relatively evenly over this period, although the increases in the first year may be less. A strong majority of these FTEs will be regular positions.

Although the parties have disagreement on exactly how the number of total hours would be counted, the parties have agreed that they will negotiate a settlement to resolve this issue, or arbitrate the issue. The resolution of the issue shall establish the base for the calculation of the total number of straight time paid hours for nurses in the next three fiscal years (2016, 2017, 2018, ending in March 31, 2019).

The new nurse FTEs will be in Surgical Service, In Hospital Medical, Residential, Long Term Care, Hospital Services, ICU Services, Home Care Nursing, Emergency Medicine, Obstetrics, Hospitalization, Mental Health and Addiction, among other areas.

Agreed to this day of \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses’ Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses’ Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**APPENDIX SS**  
**MEMORANDUM OF UNDERSTANDING**

**COMMUNITY – REPLACEMENT OF ABSENCES**

**Amend the collective agreement, by adding the following:**

Effective January 1, 2013 community nurses will be replaced for at least two (2) weeks of vacation each year except where service levels are reduced. Effective April 1, 2017 community nurses will be replaced for at least three (3) weeks of vacation each year except where service levels are reduced. The Employer will make all reasonable efforts to replace those vacation leaves using regular relief/float positions.

In recognition of meeting the objectives contained in “Setting Priorities for the B.C. Health System” the Parties agree to review the Vacation provisions for Community Nurses in 2018.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nurses' Bargaining Association

\_\_\_\_\_  
 Health Employers Association of BC

\_\_\_\_\_  
 British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector  
Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**New Appendix**

**Amend the collective agreement:**

**ACUTE CARE / LONG TERM CARE STAFF REPLACEMENT – LONG TERM  
ABSENCES- VACATION RELIEF FTE**

Through the Protocol Settlement Agreement (“PSA”) dated April 1, 2015, the parties agreed on a minimum vacation relief FTE formula (“the Formula”). As per the PSA the employer was to complete all required analysis and approval processes to implement regular vacation relief positions at a unit or program level where there are 10 or more baseline FTEs in the same job and required competencies and to commence implementation January 2016.

The Parties agree that the Formula will form part of this collective agreement.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses’ Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**LETTER OF AGREEMENT**

**Between:** Health Employers Association of BC (“HEABC”)

**And:** Nurses’ Bargaining Association (“NBA”)

**And:** Ministry of Health (“MOH”)

**(collectively “the Parties”)**

**Re: Implementation of Safe Staffing Provisions of the NBA Provincial Collective Agreement (“PCA”)**

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**Background**

1. In 2012 the NBA negotiated a suite of staffing provisions related to providing additional nurses to meet growing demand, baseline nurse staffing and long and short term absence coverage.
2. The MOUs negotiated to accomplish this were:
  - a. additional patient demand;
  - b. regularization of hours;
  - c. acute care/long term care staff replacement; and
  - d. acute care/long term care staff replacement - short term absences
  - e. community nurses vacation replacement;

(collectively, the “Protocol MOUs”)

3. Following a significant number of disputes arising from the failure of the Health Authorities/Providence Health Care to implement the Protocol MOUs, the Parties entered into a settlement agreement (“the Protocol Settlement”).

4. The Protocol Settlement created an expedited process by which members of the NBA could file Notices of Dispute (“NOD”) upon an alleged violation by an employer of the Protocol MOUs.
5. The Parties acknowledge that despite the creation of an expedited process to resolve staffing disputes, the gap between the current operational staffing levels and Health Authority/PHC compliance with the Protocol MOUs remains a significant challenge.
6. In addition the Parties also recognize that the disputes shed light on a range of systemic issues linked to effective health human resource management that were also identified in the MOH policy discussion paper *A Provincial Strategy for Health Human Resources (2015)* including health human resource planning and deployment practices, recruitment and retention practices, training, and the lack of adequate HR IM/IT data systems.
7. The MOH is committed to implementing a provincial Health Human Resource Management framework built on an assessment of capacity and processes with a view to better achieving critical health service delivery objectives for improved health outcomes and, in the process, enhancing the quality of the health care delivery experience for health care providers. MOH believes this is critical to the long term successful implementation of the NBA agreement and that it will require a sustained collaborative focus over a multi-year period.
8. The Parties agree that a number of short and interim term measures are required to reinforce continued commitment to taking effective action to meet the existing collective agreement provisions related to baseline nurse staffing and long and short-term absence coverage while allowing for stability in the system and implementation of a more effective long term policy and action framework as set out in this MOU.

**Therefore the Parties agree as follows:**

**Policy Framework:**

9. The MOH will collaborate with the NBA as it develops the health human resource policy and action framework in 2016 – 17. Specifically the MOH will, in collaboration with the NBA, facilitate three one-day working sessions in May, September, and December with RN, RPN, and LPN representatives from hospital, facility (including long term care) and community programs to seek input and feedback on the framework. The policy and action framework scope will structure the focus of the working sessions and provide the opportunity for the NBA to seek a broader range of input from their members in advance of the session.
10. The policy and action framework will be comprehensive in scope and will build on three levels: practice, organizational, provincial:
  - a. Practice Level:
    1. Realizing effective health human resource deployment practices focused on staff mix and skill management

- 2.Enhancing professional and inter-professional culture and practices
  - 3.Supporting health provider motivation and engagement
  - b. Organizational Level:
    - 1.Ensuring baseline staffing levels to provide quality care for patients while optimizing efficiency of health human resources and practices
    - 2.Implementing effective recruitment, retention, and health human resource management practices to meet baseline staffing needs
    - 3.Supporting effective transition from education to practice for new graduates
    - 4.Ensuring effective change management
    - 5.Ensuring a safe and healthy workplace
    - 6.Supporting continuous learning and development
  - c. Provincial Level:
    - 1.Ensuring macro-level health human resource planning, including adequate educational placements and resources, to meet demand
    - 2.Renewing and strengthening health human resource management information management and employment IT systems
    - 3.Effective professional regulation and legislation
11. The policy framework will be completed by March 2017. It will incrementally form the basis for clear and specific policy direction from the MOH to Health Authorities/PHC starting 2017.
12. The framework and policy direction will be incrementally fully incorporated into MOH and Health Authority/PHC planning and accountability documents effective 2017/18 fiscal year.

**Nurse Staffing Secretariat Steering Committee (“NSC”)**

13. The Parties agree to establish the NSC.
14. The NSC will:
- a. work with Health Authorities/PHC to set annual targets for full compliance with the Protocol MOUs,
  - b. ensure Health Authorities/PHC have time specific strategies and budgets in place to meet compliance targets.
  - c. review, monitor and report to the Ministry and NBA on progress toward compliance targets
  - d. work with Health Authorities/PHC on system-wide or regional/local solutions to address issues related to compliance
  - e. determine which local issues may be referred for consideration by the Staffing Oversight and Arbitration Panel for review and possible adjudication .
15. The NSS Steering Committee shall be comprised of :

- a. one (1) senior representative from MOH (co-chair);
  - b. two (2) senior representative from an NBA Union (co-chair);
  - c. one (1) senior representative from HA; and
  - d. one (1) senior representative from HEABC.
16. All decisions of the NSC will be made by consensus.
17. The NSC will be responsible for oversight and direction of the Nurse Staffing Secretariat (“NSS”).

**Nurse Staffing Secretariat:**

18. HEABC will establish a Nurse Staffing Secretariat (“NSS”) under the leadership of the NSC. The NSS will work in collaboration with representatives from MOH, HAs and the NBA to carry out its duties.
19. Between April 1, 2016 and March 31, 2019, any issues related to the Protocol MOUs that cannot be resolved locally by HAs and the NBA may be raised to the NSS for consideration.
20. The NSS shall be responsible for:
- a. establishing data and reporting requirements for compliance with the Protocol MOUs;
  - b. monitoring and reporting out on compliance with the Protocol MOUs;
  - c. attempting to resolve staffing related issues which may include recommending the implementation of any of the options set out in Appendix “A” ; and
  - d. providing advice to the NSC regarding matters to refer to the Staffing Oversight and Arbitration Panel (as described below) for review and possible adjudication.
21. To assist the NSS undertake its responsibilities the NSS will:
- a. contract through RFP a third party to develop recommendations for practical common data and information requirements as well as the supporting processes across Health Authorities/PHC in support of NSS activities. Once approved by the NSS these will be applied and adhered to by all parties to this agreement; and
  - b. contract through an RFP to complete a review of each Health Authorities/PHC’s Staffing Offices to develop recommendations for practical and effective improvements to practices that would help address nurse staffing and coverage.
22. The NSS shall review and prepare recommendations for the NSC regarding the potential application of the Protocol MOUs to RN/RPNs working in the community. The goal of the recommendations will be to identify where it may be appropriate for RN/RPNs working in the community to be covered by the Protocol MOUs. The review and recommendations shall be linked to the strategic direction of the MOH.
23. The NSS shall review and prepare recommendations for the NSC regarding the application of the Protocol MOUs to LPNs. The goal of the recommendations will be to outline a path to fully

integrate LPNs into the Protocol MOUs starting April 1, 2018. The review and recommendations shall be linked to the strategic direction of the MOH.

24. After discussion with the NSS and regardless of any action taken by the NSS, the NBA shall have the ability to refer any disputes regarding the Protocol MOUs to the Staffing Oversight and Arbitration Panel (as described below) for final and binding determination – subject to terms for 2016/17 and 2017/18 set out below.

#### **Health System Stability for fiscal year 2016/2017**

25. The Parties agree that for the fiscal year 2016/2017 it is anticipated that the HAs will not be in full compliance with the Protocol MOUs, and therefore, it is agreed that \$10,000,000 will be paid to the NBA as damages.
26. Any issues that cannot be resolved locally and which are brought forward by the NBA, in fiscal year 2016/2017, in relation to the Protocol MOUs may be referred to the NSS, and by the NSS to the SOA for disposition. Resolution of these issues will be limited to identifying measures to assist in closing the compliance gap.
27. The NBA agrees not to pursue any additional damages from the health employers in relation to grievances related the Protocol MOUs for the fiscal 2016/2017.
28. NBA members who file a grievance seeking monetary payment in relation to an alleged violation of one or more of the Protocol MOUs may bring forward such claims directly to the NBA grievance assessment committee for resolution. The NBA will determine if individual damages are warranted to the member and may utilize a portion of the \$10,000,000 payment to resolve the members' grievance. The employer will retain sole responsibility under article 11.04 and the union will continue to have the right to arbitrate as defined in the collective agreement under clause 11.04 (E); where an arbitrator shall have the authority to award monetary damages in response to violations of article 11.04 by the employer.

#### **Health System Stability for fiscal year 2017/2018**

29. The Parties agree that for the fiscal year 2017/2018 it is anticipated that the HAs will not be in full compliance with the Protocol MOUs, and therefore, it is agreed that \$10,000,000 will be paid to the NBA as damages.
30. The NBA will consider reinvesting \$5,000,000 of the damages payment for nurse education, training, and/ other nursing support.
31. Any issues that cannot be resolved locally and which are brought forward by the NBA, in fiscal year 2017/2018, in relation to the Protocol MOUs may be referred to the NSS, and by the NSS to the SOA for disposition. Resolution of these issues will be limited to measures to assist in closing the compliance gap.

32. The NBA agrees not to pursue any additional damages from the health employers in relation to grievances related the Protocol MOUs for the fiscal 2017/2018.
33. NBA members who file a grievance seeking monetary payment in relation to an alleged violation of one or more of the Protocol MOUs may bring forward such claims directly to the NBA grievance assessment committee for resolution. The NBA will determine if individual damages are warranted to the member and may utilize a portion of the \$10,000,000 payment to resolve the members' grievance. The employer will retain sole responsibility under article 11.04 and the union will continue to have the right to arbitrate as defined in the collective agreement under clause 11.04 (E); where an arbitrator shall have the authority to award monetary damages in response to violations of article 11.04 by the employer.

#### **Health System Stability for fiscal year 2018/2019 and thereafter**

34. The Parties agree to meet before the end of 2017/18 to discuss what would be reasonable compliance at the site level.
35. The Parties agree that the NBA may exercise any rights under the PCA to pursue full compliance with the collective agreement.

#### **Staffing Oversight and Arbitration Panel**

36. The parties agree to create a new Staffing Oversight and Arbitration panel ("SOA") that will consist of one (1) Neutral Chair, one (1) NBA appointed representative, and one (1) HEABC appointed representative. The NSS shall determine the process and guidelines to be followed by the SOA.
37. The SOA will provide formal oversight of all disputes arising from the implementation of collective agreement provisions related to maintaining baseline nurse staffing and long and short-term absence coverage, as well as the implementation of any related agreements that may be agreed to by the parties. SOA will have exclusively authority to adjudicate such disputes.
38. The SOA will determine whether the employer is compliant with the collective agreement provisions as described in paragraph 37 above. If the SOA determines that the employer is not compliant, the SOA:
  - a. Will order the employer to fix the non-compliance within an expressed time period;
  - b. And may recommend that the employer implement one or more options set out in Appendix A, or any other corrective actions within the expressed time period.
39. The union reserves the right to return to the SOA if the non-compliance has not been remedied. Also, the union reserves the right to take all other necessary legal action to enforce compliance.
40. In adjudicating any disputes, the SOA may not award monetary damages for issues arising in 2016/17 and 2017/18.

41. With the assistance of the NSS, the SOA will provide quarterly reports to the Deputy Minister of Health, HEABC, the Health Authority/PHC CEOs and the BCNU President regarding the nursing issues that have been referred to it and how they have been dealt with.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union

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Ministry of Health

## Appendix A - Filling of Vacancies

### 1. Vacation relief for all regular nursing positions

In the 2014 bargaining round it was shown that over 50% of absences are planned vacation. Based upon the high degree of predictability of planned absences the employer will create regular vacation relief positions which could be unit, facility, or health authority based. The objective would be to build sufficient regular vacation relief positions into the system to cover all vacation days taken by regular nurses.

### 2. Regular float positions

The creation of additional Regular Float Positions which could be unit, program, or regional. The objective is to build sufficient regular float positions into the system to ensure that all short term absences are backfilled as required.

### 3. Regular availability program

The creation of unit, facility or health authority based Regular positions which are designated to fill short and long-term vacancies. Employees hired under this program would be paid full time at a 1.0 FTE. This program would require employees to commit up to 85% of their availability to the employer in order to fill vacant positions. The employees would draw a regular salary, inclusive of benefits, regardless of whether they were called in to fill a shift.

### 4. Baylor staffing model

The parties will create regularly scheduled positions to address undesirable or difficult to fill vacancies (weekends, nights, etc). These regular positions will be given full time status but will only be required to work a .75 FTE rotation.

### 5. Experienced Nurse Resource Team

An Experienced Nurse Resource Team (ENRT) would operate at a facility or health authority level. The ENRT would be comprised of nurses paid at the DC2 level 9 rate of pay and would include nurses who have a wide array of experience on multiple units. This would allow the nurses on the ENRT to backfill multiple units and disciplines. Nurses working in the ENRT team would also commit to providing mentorship shifts with less experienced nurses. The rate pay would serve as a recruitment and retention incentive for nurses to forego a regular unit and work on this type of fluid team.

### 6. Seasonal Employee Model

The creation of a Seasonal Employee Model (SEM) would consist of a nurse working six (6) months in a year while retaining full time status. Commensurate with that status would be the retention of benefits for the full year as well as full pension contribution both in terms of monetary contribution and years of service contribution. This would require that the nurse be paid on an annual schedule while only working at the worksite for six (6) months.

7. Casual availability bonus

The creation of a Casual Availability Bonus (CAB) would be given to casual employees who maintained their availability to pick up shifts for 85% of the time that they were offered to pick shifts in accordance with their indicated availability under their letter of appointment or monthly availability schedule per Article 11.04.

## Memorandum of Agreement

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

### **Re: STRATEGIC AND PROFESSIONAL PARTNERSHIP**

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#### **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 that are critical to both quality and sustainability.

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

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

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

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

The following are the key interactive contacts for the Parties:

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

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

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

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

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

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

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

**Requests for Disclosure of Information**

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

### **Roles and Responsibilities**

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

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

### **Separate Agreement**

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

### **Resolution of Disagreements**

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

### **Bill 29 Meetings**

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

### **Termination**

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

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses' Union

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Ministry of Health



## **2016 Collective Bargaining in the Health Sector**

### **Renewal of the 2012-2014 Nurses Bargaining Association**

#### **NBA Collective Agreement**

##### **MEMORANDUM OF AGREEMENT – NURSE RELATIONS COMMITTEE**

HEABC and the NBA have a shared commitment to working collaboratively to address nurse staffing and general labour relations issues. In order to advance this commitment, the Parties have agreed to establish a Nurse Relations Committee (“NRC”) at each Health Authority/Providence Health Care as follows:

1. Each NRC will be composed of eight members who have decision making authority for their respective organizations, four (4) appointed by the Employer, one of which will be the Vice-President responsible for Labour Relations and Human Resources, and four (4) appointed by the NBA. Each NRC may determine to include other representatives to assist or provide expertise as mutually agreed to by the members.
2. The purpose of the NRCs shall be to develop collaborative approaches to issues related to staff replacement, relief not found, regularization of nursing hours, nurse workload, on-call challenges, agency nurse usage, baseline staffing concerns and general labour relations issues that may arise under the HEABC-NBA Provincial Collective Agreement, including, but not limited to, the following provisions:
  - Article 59 – Professional Responsibility Clause (only where the issue submitted under Article 59 focuses on a staffing issue);
  - Appendix OO – Memorandum of Understanding re: Acute/Long-Term Care Staff Replacement – Long-Term Absences
  - Appendix PP – Memorandum of Understanding re: Acute/Long-Term Care Staff Replacement – Short-Term Absences
  - Appendix QQ – Memorandum of Understanding re: Additional Patient Demand
  - Appendix SS – Memorandum of Understanding re: Community Replacement of Absences
  - Appendix TT – Memorandum of Understanding re: Regularization of Hours
3. The NRCs shall not engage in discussions regarding occupational health & safety issues or professional practice issues related to quality, which shall be raised and addressed through the appropriate collective agreement process.
4. Each NRC will meet within (30) days of ratification and on a bi-weekly basis thereafter or as mutually agreed to by the members, on dates determined by the members.

5. Any nurse staffing-related data that the Employer is required to provide to the Union under the collective agreement or related local agreements shall be made available to each NRC. Further, it is recognized that the Nurse Staffing Secretariat (“NSS”) will be developing, in consultation with a third-party, a standardized data-tracking and disclosure process for the intended purpose of consistent and efficient reporting.
6. An agenda for each NRC meeting shall be determined and circulated in advance of each meeting by the NRC members. Discussions, recommendations and decisions of each NRC will be recorded in formal Committee minutes.
7. Each NRC shall report monthly to the NSS on compliance and challenges regarding issues outlined in paragraph 2.
8. Either party may refer any staffing disputes to the NSS. In circumstances where the NSS reaches a consensus decision with regards to any referred dispute, the NRC will abide by and implement all such decisions. Disputes involving general labour relations issues will be referred to the appropriate dispute resolution process as contemplated by the Provincial Collective Agreement.
9. The establishment of NRCs at each Health Authority/Providence Health Care shall result in the replacement of all current local level Committees and processes that address issues related to grievance reviews, staff replacement, relief not found, regularization of nursing hours, nurse workload, on-call challenges, agency nurse usage and baseline staffing concerns, including, but not limited to:
  - Nursing Health Authority Committees (N/HACs);
  - Quarterly meetings;
  - Regional Union Management Forum meetings;
  - Regional Nursing Workload Committees; and
  - Strategic Workload Analysis Team (SWAT)
10. The NRC will be reviewed after one (1) year to determine its effectiveness.
11. This Memorandum of Agreement shall expire on March 30, 2019 unless HEABC and the NBA expressly agree otherwise.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union

## 2014 Collective Bargaining in the Health Sector

### Renewal of the 2012-2014 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

#### Article 60 - Effective and Terminating Dates

#### ARTICLE 60 - EFFECTIVE AND TERMINATING DATES

- (A) This Agreement shall be effective from ~~April 1, 2012~~ April 1, 2014 and shall remain in force and be binding upon the parties until ~~March 31, 2014~~ March 31, 2019 and thereafter until a new Agreement has been consummated.

Employers newly certified during the term of this collective agreement and who are added to the Appendix of the Consolidated certification with the Union shall negotiate the application of the terms of this agreement with effective dates as agreed upon between the parties.

- (B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.
- (D) On or after April 1, 2018, but no later than April 30, 2018, HEABC or the NBA may give notice to the other of its wish to renegotiate and amend all or any of the provisions of this Agreement. If such notice is given, HEABC and the NBA will meet no later than June 1, 2018 and commence negotiations to renegotiate all or any provisions of this Agreement.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

**Signed on behalf of the HEABC**

**Signed on behalf of the Nurses'  
Bargaining Association (NBA)**

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## WITHOUT PREJUDICE &amp; WITHOUT PRECEDENT E&amp;OE



## 2016 Collective Bargaining in the Health Sector Renewal of the

## 2012-2014 Nurses Bargaining Association

## NBA Collective Agreement

## ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY PROGRAM

**Amend the collective agreement, by amending the following Article:**

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

In recognition of this, ~~The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.~~

**32.01 Joint Occupational Health and Safety Committee**

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

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

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

~~The parties agree that a Joint Occupational Health and Safety Committee ("JOHSC") shall be established for each Employer worksite covered by this Collective Agreement where 20 or more employees of the Employer are regularly employed. The Employer will also consider requests from the Union to establish a JOHSC where there are less than 20 employees regularly employed. Each JOHSC shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to 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 representatives. Representatives JOHSC Members~~

appointed by of the Union shall be chosen by the Union membership or appointed by the Union.

NBA JOHSC Members representatives (or alternates) shall be released from relieved of their regular duties to attend JOHSC meetings and perform related duties and functions as set out in Section 130 of the Workers' Compensation Act. and carry out related work. The Employer will reassign the work that would otherwise have been performed by the NBA JOHSC Member. This may include replacement of the employee. representatives for the duration of the JOHSC meeting four (4) hours for these purposes.

The parties Joint Provincial Occupational Health and Safety and Violence Prevention Committee will meet within sixty (60) days of ratification to agree upon on discuss a universal format for OH&S JOHSC committee minutes. If the parties cannot agree, the matter will be referred to HEABC for resolution. All minutes of the meetings of the Joint Occupational Health & Safety Committee Once agreed, all minutes of the JOHSC, in the agreed format will be sent to the Union in a timely manner. will be recorded in a mutually agreeable format and will be sent to the Union. The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

Each party The Employer parties agrees to provide or cause to be provided to their respective JOHSC the Members of the adequate training and orientation Employer regarding the duties and responsibilities of Committee Members to allow the Members representatives incumbents to fulfill those duties competently. SuchThe training and orientation will be based on mutually agreed curriculum and co-facilitated by the Employer and Union and shall take place within six (6) months of the Member joining the JOHSC taking office.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently.

Additionally, the Union and Employer agree to jointly fund and provide Occupational Health and Safety training to Employer and Union JOHSC Members.

Such training and orientation shall take place within six (6) months of taking office.

Where the Joint Occupational Health and Safety Committee is conducting an accident investigation involving a NBA member, the NBA OH&S representative designated by the NBA shall be involved where it does not delay the investigation.

Where the JOHSC is conducting an accident investigation involving a NBA member, the designated NBA JOHSC OH&S Member representative (or alternate) shall be relieved released from her regular duties to carry out participate in the investigation where doing so does not delay 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.

The Union further agrees to actively pursue a Joint Union Committee with the other Health Care Unions for the purposes of this Article.

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

### **32.02 Medical Examinations**

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

### **32.03 Safe Workplace**

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

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

- job shadowing with an experienced nurse,

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

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

- (F) ~~In keeping with the MOU *Workplace Violence Prevention* between the HEABC, NBA and the MOH *Workplace Violence Prevention*.~~ Health Authorities and Providence Health Care and all Affiliate Employers agree to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. ~~HEABC will share the provincial violence prevention curriculum and training materials with Affiliate employers and work with WorkSafe BC to develop a plan for the delivery of this material.~~ 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.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**APPENDIX A.4**

**MEMORANDUM OF AGREEMENT**

**OCCUPATIONAL HEALTH, SAFETY AND VIOLENCE PREVENTION COMMITTEE**

**Amend the collective agreement, by amending the following:**

**MEMORANDUM OF AGREEMENT**

**NBA OCCUPATIONAL HEALTH AND SAFETY AND VIOLENCE  
 PREVENTION COMMITTEE INITIATIVES**

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

Whereas 25% of the cost savings from the EDMP are allocated to NBA prevention initiatives (“Cost Savings”);

Therefore,

The parties agree to establish a HEABC/NBA Occupational Health and Safety and Violence Prevention Committee to discuss and make recommendations on the allocation of available funds for jointly agreed upon OHS and VP initiatives.

Effective April 1, 2014, one million, two hundred and ninety thousand (\$1, 290,000) per fiscal year will be allocated to the HEABC/NBA Occupational Health and Safety and Violence Prevention Committee from the EDMP-Cost Savings.

Any NBA monies previously allocated to joint provincial OHS and VPC from April 1, 2014 shall be reallocated to the HEABC/NBA OHS and VPC.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

**Signed on behalf of the HEABC**

\_\_\_\_\_

**Signed on behalf of the Nurses'  
Bargaining Association (NBA)**

\_\_\_\_\_

**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**  
**LETTER OF AGREEMENT**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

**Re: Psychological Health and Safety in the Health Care Workplace**

**Background**

1. Ensuring the psychological health and safety of health care workers is a priority for the Ministry of Health, as it is a vital requirement for a healthy, engaged and productive health care workforce.
2. Efforts to address this issue in British Columbia have thus far been limited to the local/regional Health Authority level, as there is presently no common provincial approach to creating and ensuring psychologically healthy and safe workplaces in the health system.
3. Given the above, the Ministry of Health has identified in its policy paper, *Enabling Effective, Quality Population and Patient-Centred Care: A Provincial Strategy for Health Human Resources*; a commitment to ensure the development and implementation of a provincial engagement, influence and accountability framework in collaboration with Health Authorities, associations and unions to support the creation of inclusive, vibrant workplaces for all health care workers across the health sector.

Therefore the parties agree:

4. The framework will be completed by December 2016 and will ensure clearly articulated, specific and measurable healthy workplace objectives linked to the framework. Achievement of these

objectives will be monitored, measured and reported to Leadership Council on a quarterly basis starting in April 2017.

5. Linked to these objectives, the Ministry of Health will direct Health Authorities to adopt the *National Standard for Psychological Health and Safety in the Workplace* as their own standard. Specifically, for 2016/17 the Ministry will direct the Health Authorities to undertake required analysis and develop and present to the Ministry by October 1, 2016, a plan for implementation of the Standard over the next three to five years, with implementation starting April 2017.
6. It is the Ministry's full expectation that in creating their plans, the Health Authorities will consult extensively and collaborate with professional associations and unions representing all health care workers, and specifically, the Nurses Bargaining Association (NBA).
7. Health Authorities will provide regular reports to the Ministry, and as requested to the NBA, with respect to implementing the plan as part of reporting on the broader engagement, influence and accountability framework.
8. The Ministry's Nursing Policy Secretariat will review progress on implementation of the Standard with the NBA on a quarterly basis.

Agreed this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union

\_\_\_\_\_  
Ministry of Health

**2016 Collective Bargaining in the Health Sector  
Renewal of the 2012-2014 Nurses Bargaining Association  
NBA Collective Agreement**

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**Health Employers Association of BC (“HEABC”)**

**And:**

**Nurses’ Bargaining Association (“NBA”)**

**And:**

**Ministry of Health (“MOH”)**

**(collectively “the Parties”)**

**Re: Workplace Violence Prevention**

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**Preamble – Developing a Provincial Policy Framework**

- The Ministry of Health, Health Authorities and Affiliates are committed to the prevention of violence in health care workplaces in the province of British Columbia.
- It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community, often in high stress situations.
- Violence prevention is a complex issue requiring partnership among multiple stakeholders, and while legislation, regulation and operational policies and protocols are in place, and there are a number of improvement activities underway in the health system, the Ministry is committed to developing a coherent and focused provincial framework by early September to:
  - Provide clear and consistently applied policy direction including requirements for contracted services, including protection services for medium and high risk service areas
  - Establish clear roles and accountabilities amongst the Ministry, Health Authorities, Affiliates, WorkSafeBC, and Health Employers Association of BC (HEABC);
  - Implement system wide reporting, oversight and compliance monitoring; and,

- Establish practical partnerships with key stakeholders, including unions and associations, to create healthy and safe workplaces for health care providers.
- The Ministry is reviewing relevant literature and best practices, and will consult and seek input from key stakeholders during spring 2016. Specifically with respect to this MOU, the Ministry of Health will in collaboration with the NBA facilitate a one day working session in May with RN, RPN, and LPN representatives from hospital, facility (including long term care) and community programs to seek input and feedback on the framework.
- The policy framework will be completed and fully endorsed by Leadership Council in October 2016. It will form the basis for clear and specific policy direction from the Ministry to health authorities to be provided no later than December 31, 2016.
- The framework and policy direction will be fully incorporated into Ministry and health authority planning and accountability documents effective April 1, 2017.

#### **Policy Framework Focus**

- The policy framework will be comprehensive in scope, will build on prevention related activities and initiatives previously completed or underway and identify Ministry expectations for violence prevention activities at provincial, regional and local levels.
- The policy framework will clarify and set expectations for health authority/affiliate provided and contracted services on:
  - Categories or types of health care workplaces based on assessed risk with associated prevention policies and actions;
  - Roles, Responsibilities, and Accountabilities;
  - Education and Training Requirements (including timelines):
    - Requirements for all employees
    - Requirements for staff working in community programs
    - Requirements for staff working in designated medium and high risk sites
    - Requirements will cover new hires, movement between locations, refresh training and on-going skills practice
  - Emergency Response Requirements including use of Code White Teams, Safety and Security Officers , and the involvement of appropriate staff in physical interventions;
  - Setting admission and exclusion criteria;
  - Communications Protocols including a standardized provincial violence assessment tool and provincial polices for applying, reassessing and communicating alerts and associated care plans;
  - Safety Equipment;
  - Physical Environment (new builds and existing sites or units);
  - Critical Incident Stress Support;
  - Measurement, Monitoring and Reporting.

- These areas will structure the focus of the working session in May and provide the opportunity for the NBA to seek a broader range of input from their members in advance of the session.

### **Immediate Action**

- The Ministry will work collaboratively with the HEABC, Health Authorities, Affiliates, and the NBA to take a number of immediate steps to further improve violence prevention, including:
  - The Ministry of Health will assign a lead manager for Prevention of Violence in the Workplace from the Health Sector Workforce Division to provide a sustained focus on this key area and provide a direct liaison for unions to address any emerging concerns or issues.
  - The Ministry will require interim quarterly violence prevention compliance reporting for 2016 – 2017. The report requirements will be established by June 30 with reports required for the subsequent three periods: July – September 2016, October – December 2016, January – March 2017. Reports will be submitted no later than 30 days after the close of these periods and will be made available to the NBA. Thereafter compliance reporting will be provided quarterly at these same intervals.
  - Evaluating and continuing to build on progress in the four priority sites identified for targeted action in 2016 (Hillside, Forensics, Abbotsford, Seven Oaks); this will include jointly identifying and taking targeted action in six additional priority sites that the parties will collaboratively identify on the ratification of this agreement, with the Ministry and NBA to each contribute \$2 million for these additional sites.
  - The Ministry of Health will review and then ensure Health Authorities have established effective Security/Safety Officer protocols at the following designated high risk/high priority Emergency Rooms sites:
    - See Appendix A

It is understood that these protocols will ensure that security/safety officers for these sites are appropriately trained for healthcare setting and specifically trained to be hands on during an advanced team response. Safety officers will be available 24 hours a day, 7 days a week.

The review and plans for taking any required action will be completed by September 1 2016 and made available to the NBA.
  - The Ministry of Health will review health authority and affiliate (with the assistance of health authorities and HEABC) violence prevention plans for the following high/medium risk tertiary mental health sites:
    - See Appendix B

This will include an evaluation of the implementation status of measures and procedures aimed at preventing, controlling and minimizing the risk of workplace violence.

The review and plans for taking any required action will be completed by September 1 2016 and made available to the NBA.

- The Ministry of Health will ensure health authorities and affiliates (with the assistance of health authorities and HEABC) undertake a gap analysis in consultation with the NBA of Violence Prevention and Code White training for designated high and medium risk sites in accordance with requirements developed by the Provincial Occupational Health and Safety and Violence Prevention Committee. The analysis will be reported to the Ministry of Health and the NBA by August 31, 2016 with a detailed plan to close any gaps in training starting October 1, 2016 and to be completed no later than June 30 2017.
- The Ministry of Health will review critical incident support practices and resources across health authorities. The review and plans for taking any required action will be completed by September 1 2016 and made available to the NBA.
- This Memorandum of Understanding does not change any statutory obligations of the Employer nor limit the Union's right to grieve violations of the Collective Agreement with respect to Occupational Health and Safety.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

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Nurses' Bargaining Association

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Health Employers Association of BC

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British Columbia Nurses Union

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Ministry of Health

**APPENDIX A – Emergency Rooms**

Abbotsford Regional Hospital and Cancer Centre  
 Burnaby Hospital  
 Children's and Women's Health Centre of BC (Assessment Room)  
 Chilliwack General Hospital  
 Kelowna General Hospital  
 Langley Memorial Hospital  
 Lions Gate Hospital  
 Nanaimo Regional General Hospital  
 Peace Arch District Hospital  
 Penticton Regional Hospital  
 Richmond Hospital  
 Royal Columbian Hospital  
 Royal Inland Hospital  
 Royal Jubilee Hospital  
 St. Paul's Hospital  
 Surrey Memorial Hospital  
 University Hospital of Northern British Columbia  
 Vancouver General Hospital  
 Vernon Jubilee Hospital  
 Victoria General Hospital

**APPENDIX B – Tertiary Mental Health**

Aberdeen House  
 ACT Teams  
 Alder Unit at Langara campus - VCH  
 Apple Lane  
 Arbutus Place  
~~Arbutus Place~~  
Bastion Place  
 BC Children's Hospital/Women's (CAPE, Heartwood, Fir Square)  
 BC Psychosis Unit  
 Braemore lodge  
 Bulkley Lodge  
 Burnaby Centre for Mental Health and Addiction  
 Cara Center  
 Cedar Ridge  
~~Clayton Heights~~  
 Connolly Lodge  
 Cottonwood Lodge  
 Country Squire  
 Cowichan Lodge  
 Cypress Lodge  
 Dawson Creek Tertiary Acute Program  
Detwiller Pavilion/UBC  
 Forensic Psychiatric Hospital/Regional Forensics Clinics  
 FW Green Memorial House  
Glengarry Transitional Care Unit  
 Harbour House/KBRH  
 Hillside Center-- Interior Health Adult Psychiatric Center

Hilltop House  
Iris House  
~~Jubilee House~~  
Kelowna General Hospital - Adolescent Psychiatric Unit  
Kelowna General Hospital – Tertiary Unit  
Lodge on 4th  
McBride Manor  
Memorial Cottage  
~~New Horizons~~  
North Peace Care Centre  
Oceanside  
Polson Special  
Royal Jubilee Hospital  
~~Sandringham~~  
Seven Oaks Tertiary  
Seven Sisters  
South Hills Psychiatric Campus  
St. Joseph's General Hospital  
St. Paul's Hospital  
Sumac Place  
Tamarack Cottage  
Timber Creek  
Trout Lake  
~~Willow Chest – adult rehabilitation~~  
Willow Pavilion  
~~Parkview Unit at Youville Residence~~



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**RESILIENCY EDUCATION**

The HEABC and NBA agree that there is a benefit to providing resiliency education to employees that work in high trauma units or departments and in community.

The HEABC and NBA will develop a single provincial resiliency education program for employees that work in high trauma units, departments, programs and worksites.

The parties acknowledge that the BCNU has been operating resiliency workshops successfully for the past year and will continue to do so while the parties develop on a joint program.

The BCNU will provide HEABC with its model resiliency education curriculum, which it will consider.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nurses' Bargaining Association

\_\_\_\_\_  
 Health Employers Association of BC

\_\_\_\_\_  
 British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**  
**NBA Collective Agreement**

**RESILIENCY EDUCATION**

The HEABC and NBA agree that there is a benefit to providing resiliency education to employees that work in high trauma units or departments and in community.

The BCNU has developed resiliency education for its members and the parties recognize the benefit of these workshops for all employees.

In recognition of this, HEABC will provide the following funding to a constituent union selected by the NBA for the purposes of providing resiliency workshops:

April 1, 2016 - \$237,000

April 1, 2017 - \$150,000

April 1, 2018 - \$300,000

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses' Union



**2016 Collective Bargaining in the Health Sector**  
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**ARTICLE 61 - WAGE SCHEDULE CLASSIFICATIONS<sup>1</sup>**

Nursing jobs have been categorized into four job groups. These are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

	<b>CH</b>	<b>DC</b>	<b>ED</b>	<b>PS</b>
<u>Level 1 (LPN)*</u>	<u>LPN1</u>	<u>LPN1</u>		
<u>Level 2 (LPN)</u>	<u>LPN2</u>	<u>LPN2</u>	<u>LPN2</u>	
<u>Level 3 (RN/RPN)**</u>	CH1	DC1		PS1
<u>Level 4 (RN/RPN)</u>	CH2A/CH2B	DC2A/DC2B	ED2	PS2
<u>Level 5 (RN/RPN)</u>	CH3	DC3	ED3	PS3
<u>Level 6 (RN/RPN)</u>	CH4A/CH4B	DC4	ED4	

In the event that an employee moves from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position, she shall be placed at the lowest step in the new increment structure that shall give her a monthly wage increase. Moving from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position shall not be considered to be a promotion and shall not trigger the requirements of Article 18.06.

\* To include LPN Orthopaedic Technologists (previously FBA SA25)

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

<sup>1</sup> The merging of the pre-existing RN/RPN and LPN classification systems in the above classification system shall not result in any other changes to the classification or wage rate of RNs, RPNs or LPNs.

Effective April 1, 2016, LPNs that receive the Operating Room (previously FBA SA29) wage rate will be grandparented. On a go-forward basis, a qualification differential will be equally applied to all nurses in accordance with Article 53.01.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

\_\_\_\_\_  
Nurses' Bargaining Association

\_\_\_\_\_  
Health Employers Association of BC

\_\_\_\_\_  
British Columbia Nurses Union



**2016 Collective Bargaining in the Health Sector**  
**Renewal of the 2012-2014 Nurses Bargaining Association**

**NBA Collective Agreement**

**Wage Schedule**

A.1 – General Wage Increases

Wage rates for all employees covered by the HEABC-NBA Provincial Collective Agreement will be effective on the following dates and at the indicated rates:

- April 1, 2015            1.0%
- February 1, 2016      Economic Stability Dividend
- April 1, 2016            .5%
- February 1, 2017      1.0% + Economic Stability Dividend
- April 1, 2017            .5%
- February 1, 2018      1.0% + Economic Stability Dividend
- April 1, 2018            .5%
- February 1, 2019      1.0% + Economic Stability Dividend

A.2 – LPN-Specific Wage Increases

The hourly wage rate for all LPNs, regardless of classification or increment step, will increase by one-dollar (\$1.00) effective September 1, 2017.

A.3 – Forensic Psychiatric Nurse Wage Schedule

Effective April 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).

<b>Forensic Nurse A (Maximum Security)</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly	5,413	5,610	5,809	6,006	6,206	6,404	6,604	6,791	7,025
Hourly	33.31	34.52	35.75	36.96	38.19	39.41	40.64	41.79	43.23

<b>Forensic Nurse B (Minimum/Medium Security &amp; FCLN)</b>									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly	5,267	5,464	5,663	5,860	6,060	6,258	6,458	6,645	6,879
Hourly	32.41	33.62	34.85	36.06	37.29	38.51	39.74	40.89	42.33

For the A.3 Forensic Psychiatric Nurse Wage Schedule, the general increase in the A.1 Wage Schedule will be applied to both wage schedules. These increases will be in effect starting the first pay period after the above dates and at the indicated rates.

Agreed to this day of \_\_\_\_\_, \_\_\_\_\_, 2016

**Signed on behalf of the HEABC**

**Signed on behalf of the Nurses' Bargaining Association (NBA)**

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