



**2022 – 2025  
Nurses’ Bargaining Association  
Collective Agreement:  
Summary of Collective Agreement  
Changes**

April 2023

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**PREAMBLE**

The following sets out the elements of the tentative agreement reached between HEABC and the Nurses' Bargaining Association on March 31, 2023. This document provides in detail the new or changed provisions of the collective agreement.

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

**ARTICLE 1.01 – Preamble**

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

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

**ARTICLE 1.02 – Definitions**

ASSOCIATION means Nurses’ Bargaining Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~TOUR OF DUTY means one or more completed shifts.~~

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

### **ARTICLE 2 – Purpose of Agreement**

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

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

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission’s 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls’ 231 calls to justice, and also include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC’s healthcare system, as highlighted in the 2020 In Plain Sight report, including its 24 recommendations.

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

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

### **ARTICLE 5.02 – Union Deductions**

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



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

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

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

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement listing the employee's first name, last name, last four digits of the BCCNM Nurse ID number, phone number provided by the employee, increment step, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods. The Employer will provide the dues report to the Union in either Microsoft Excel or .cvs format provided that it can be done so at no additional cost to the Employer.

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

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

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

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

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall make ~~available copies of the Provincial Collective Agreement~~ available to employees both in electronic and in-booklet form to all of its employees. An electronic copy of the Agreement shall be made available on the Union's and HEABC's websites.

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

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

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

**ARTICLE 6 – Union Rights and Activities**

**Article 6.10 – List of New and Terminating Employees**

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the last four digits of the BCCNM Nurse ID number, status, position and wage classification level of each employee.

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

**ARTICLE 11.04(G) – Casual Employees – Benefit Entitlement – Vacation Pay and Paid Holidays**

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

Effective April 1, 2023, ~~C~~casual employees shall receive ~~12.613~~% of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

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

*This proposal package (Article 42.01(C) and 11.04(G)(X)) is without prejudice or precedent to any litigation.*

**ARTICLE 11.04(G)(X) – Benefit Entitlement**

~~(x)~~ Pursuant to the Employment Standards Act, casual employees will be entitled to the minimum standards for paid illness or injury leave.

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

**ARTICLE 13.06 – Seniority Lists**

(A) On the last date of the payroll period immediately prior to January 1, ~~April 1, and July 1,~~ and October 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be electronically posted or where electronic posting is not possible on each Union bulletin board and a copy shall be forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

- (i) first name, middle name(s) (where provided by the employee) and last name;
  - (ii) preferred name, where provided by the employee;
  - (iii) nurse type (LPN, RN, RPN), where possible;
  - (iv) job status and posted FTE (regular full-time, regular part-time, casual);
  - (v) hire dates;
  - (vi) wage schedule classification;
  - (vii) increment step;
  - (viii) last four digits of the BCCNM Nurse ID number (Union copy only);
  - (ix) anniversary date;
  - ~~(x)(vii)~~ seniority date;
  - ~~(xi)(viii)~~ seniority hours;
  - ~~(xii)(ix)~~ job titles;
  - ~~(xiii)(x)~~ worksite.
- ~~(B)~~ HEABC agrees to meet with the NBA to explore options for a secure unique employee identifier that is compliant with privacy legislation.
- (B) Non-Health Authority Employers/Providence Health Care (PHC) will not be required to manually compile or modify systems to provide increment step and anniversary date.
- (C) The Employer will provide each seniority list to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Employer.

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

**ARTICLE 17.01(D) – Postings**

- (D) Notwithstanding 17.01(A) above, nursing vacancies in mental health services and in long term care ~~homes~~ facilities will be dual posted for RNs and RPNs. The Employer will evaluate its unfilled vacancies and determine if other opportunities for dual posted positions exist.

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

**ARTICLE 18.09 – Voluntary Demotion**

**18.09 Voluntary Demotion**

An employee requesting 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~~ recognized years of experience (reference Article 52.01 Previous Experience). A voluntary demotion shall not change an employee's anniversary date.

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

**ARTICLE 25.06 – Requirements of Work Schedules**

- (A) Work schedules may take the form of either two-shift, or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.
- (B) The employee may request in writing to work fixed weekend, evening or night shifts.
- (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)
  - (i) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article a weekend means the period of time between 2300 hours Friday and 0700 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived. (~~Reference Appendix I.I Memorandum of Agreement re: Consecutive Shifts~~).
  - (ii) Effective April 1, 2023, provision (E) (i) will not apply where:
    - the majority of regular employees request a change, in writing, that limits the block to no more than five (5) consecutive shifts;
    - the existing master work schedule contains six (6) consecutive shifts in a block; and
    - existing sets of six (6) consecutive shifts cannot be eliminated or reduced with existing scheduling provisions. (Reference Appendix I.I Memorandum of Agreement re: Consecutive Shifts)

The distribution of weekends will be done in a fair and equitable manner.

- (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 the last~~ the final night shift in a set duty. (Reference Article 1.02 – Definitions.)

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

### **ARTICLE 25.09 – Voluntary Shift Exchanges**

~~When operational requirements permit, To support flexibility, employees may exchange single shifts among themselves, participate in a shift exchange pool, or both provided that as follows:~~

- ~~(A) prior approval of such exchange is given by the employee's immediate supervisor; and~~

**(A) Single Shift Exchanges**

1. The purpose of a shift exchange is for two (2) employees to exchange a scheduled work shift.
  2. A shift exchange will be granted if:
    - a. employees are qualified and oriented to the unit/department/program,
    - b. employees are within the same classification,
    - c. employees provide at least seven (7) calendar days but no more than ninety (90) calendar days advance notice from the first date of the shift exchange, and
    - d. shifts are exchanged within the same ninety (90) calendar day period.
  3. A shift exchange that is outside the parameters in #2 will require Employer approval.
  4. The Employer's regular staffing replacement process will apply if an exchanged shift becomes vacant.
  5. The exchanged shift becomes part of an employee's work schedule. However, the scheduling provisions pertaining to master work schedules and overtime relating to the shift exchange do not apply.
  6. Where employees are exchanging unequal hours, accrual bank earnings, FTE, and pension contributions may be affected.
  7. The Employer will not incur any additional costs as a result of the shift exchange except for the nominal costs associated with processing the exchange.
- (A) ~~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.~~

**(B) Shift Exchange Pool**

The parties recognize that a shift exchange pool is an option to provide flexibility for regular employees. Shift exchanges are between a pool of employees (between two (2) and six (6) employees). It is expected that employees will continue to work their FTE.

1. Effective one hundred twenty (120) days post ratification, shift exchanges will be granted if regular employees:
  - a. are on the same master work schedule,
  - b. are within the same classification, and
  - c. cover all shifts in the master work schedule;
2. All exchanged shifts fall within the defined quarterly periods: January 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31.
3. Employees in the shift exchange pool must provide the Employer with a complete list of exchanged shifts at least fourteen (14) calendar days in advance of each quarterly period.
4. Employees will revert to the master work schedule at the end of each quarter unless another list of exchanged shifts is received.
5. The Employer’s regular staffing replacement process will apply if an exchanged shift becomes vacant.
6. The exchanged shift becomes part of an employee’s work schedule. However, the scheduling provisions pertaining to master work schedules and overtime relating to the shift exchange do not apply.
7. Where employees are exchanging unequal hours, accrual bank earnings, FTE, and pension contributions may be affected.
8. The Employer will not incur any additional costs as a result of the shift exchanges except for the nominal costs associated with processing these exchanges.

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

**ARTICLE 27.04 – Application**

- (A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.

- (B) The maximum amount in an employee's overtime bank shall be one hundred and fifty (~~150~~) ~~forty-five (45)~~ straight-time hours.

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

*The parties agree to delete Appendix M - Managing Staffing Challenges in the Health Care System*

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

**ARTICLE 28 – Shift Premiums**

**28.01 Evening and Night Shift Premium**

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

- A) Effective April 1, 2022, tThe evening shift premium shall be \$1.05 ~~70¢~~ per hour.  
Effective April 1, 2023, the evening shift premium shall be \$1.40 per hour.
- B) Effective April 1, 2022, tThe night shift premium shall be \$4.25 ~~\$3.50~~ per hour.  
Effective April 1, 2023, the night shift premium shall be \$5.00 per hour.

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

**28.02 Weekend Shift Premiums**

Effective April 1, 2022, aAn employee shall be paid a weekend premium of \$2.90 ~~\$2.30~~ per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective April 1, 2023, the weekend premium will be increased to \$3.50. This Provision is not applicable to certain Employers: see Article 25.07(H).

**28.03 Super Shift Premium**

Effective April 1, 2022, aAn employee shall be paid a super shift premium of \$1.40 ~~\$1.00~~ per hour for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday. Effective April 1, 2023, the super shift premium will be increased to \$1.85. The premium shall be in addition to night and weekend premiums.

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

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

## **28.04 Working Short Premium**

~~Staffing requirements are determined by patient care needs and staff scope and skill mix. Appropriate staffing requirements are supported through a timely, documented assessment of patient care needs (“workload assessment process”) by the manager and nurse in charge. In instances where the workload assessment process determines that nurses providing direct patient care on a unit, program or department:~~

- ~~(i) — Are working below Baseline and replacement is necessary but could not be found;  
or~~
- ~~(ii) — Has identified Workload and determines that additional staff is necessary but could not be found~~

~~The unit, department or program is deemed to be “Working Short”.~~

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

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

~~The Working Short Premium is triggered when units are “Working Short” as defined above.~~

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

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

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



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

### **28.045 Short Notice Premium**

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

### **28.05 Regular Premium**

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

### **28.06 OR/PAR/ER/ICU/CCU Premium**

Effective April 1, 2023, regular employees who are employed in:

- (i) Operating Room and Post Anaesthetic Room (OR / PAR) with permanently assigned staff;
- (ii) Emergency Departments (ER) including emergency psychiatric services, with permanently assigned staff;
- (iii) Intensive Care/Critical Care Units (ICU/CCU) with permanently assigned staff; will receive an additional premium of \$2.00 per hour for each hour worked.

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

## **ARTICLE 29 – On-Call, Call-Back and Call-In**

### **29.01 Definitions**

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

## 29.02 Application

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

## 29.03 On-Call

### (A) Premium

~~Effective April 1, 2016~~Effective April 1, 2023, an employee on-call shall be paid a premium of ~~\$7.00~~\$5.75 per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive ~~\$7.50~~\$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 Electronic Devices

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

## 29.04 Call-Back

### (A) Compensation

- (i) Return to provide care: Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.
- (ii) Telephone call back: A nurse who responds to a call from the worksite about a patient-related concern or from a client by telephone without attending at the office or at the home of the client will be compensated at one and one half (1.5x) times the normal rate of pay for thirty (30) minutes for each call from a worksite or client regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes. ~~This clause will be reviewed by the parties in a timely manner due to an arbitration which the Union has not waived its rights to and the employer has not had the opportunity to review.~~

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

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

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

### **29.05 Application of Call-Back**

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

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

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

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

### **29.06 Call-Back Travel Allowance**

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

(A) mileage allowance at rates set by the Canada Revenue Agency;

or

(B) where public or private transportation facilities are not available, taxi fare from home to hospital and return. In either (A) or (B) above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

### **29.07 Call-In**

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

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

### **29.08 Insufficient Off-Duty Hours**

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

(A) If an employee works Employer-required overtime immediately following their 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 their 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.

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

### **ARTICLE 30 – Responsibility Pay**

Effective April 1, 2023, a~~Nurse 3 (N3)~~ Level 3 ~~general duty~~ nurse designated in charge of a unit, department or worksite for ~~three (3)~~ two (2) hours or more shall be paid an allowance of ~~\$2.50~~ \$1.25 per hour.

~~An~~ The employer may designate or assign 'in-charge' duties to a Level 1 nurse ~~Nurse 1 (N1) LPN~~, as set out above, in the following circumstances:

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

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

- Effective April 1, 2023, a special allowance of ~~\$18.75~~ \$9.38 per shift shall be paid to nurses designated in charge of a worksite for a specified shift.
- ~~A special allowance of \$1.25 per hour shall be paid to a Nurse 3 (N3) level nurse who is designated to relieve in a higher rated position within the bargaining unit.~~

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

Amend the collective agreement, by changing the following:

**ARTICLE 31 – Non-Discrimination, Respectful Workplace and Complaints Investigation**

**31.01 Non-Discrimination**

- (A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia, which prohibits discrimination because of a person’s Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or other applicable protected grounds that may be added to the *Human Rights Code*.
- (B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- ~~(C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.~~
- ~~(C)~~ (D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the workplace.

**31.02 Respectful Workplace**

- (A) The Employer and the Union recognize the right of employees to have a respectful workplace free from bullying and harassment. The Employer shall take all reasonable steps to minimize all forms of workplace bullying and harassment.
- (B) Employees who experience any form of bullying and harassment may file a complaint pursuant to the Employer’s policy. The policy will include how to report complaints and the procedure for responding to and the investigation of complaints of bullying and harassment.
- (C) The Employer shall provide their Respectful Workplace policy to the local Joint Occupational Health and Safety Committee (JOHSC).

### **31.03 Complaints Investigation**

- (A) An employee who complains of harassment may register a complaint with the Employer or through the Union (at the employee's option) to the Employer designate.
- (B) The Employer will conduct an intake with the complainant within fifteen (15) calendar days and, within a further forty-five (45) calendar days, investigate, and respond to the harassment allegations pursuant to its respectful workplace policy. The Employer will notify the complainant, the respondent, and the Union (if involved) upon conclusion of the investigation whether or not the allegations were substantiated.
- (C) Where the Employer's respectful workplace policy includes an appeal procedure, at the conclusion of the investigation, the complainant will be so advised.
- (D) Both the complainant and the respondent will be entitled to Union representation if they are members of the NBA.
- (E) Where the complainant involves *Human Rights Code* grounds, including allegations of sexual harassment, the complainant must advise the Employer and, may refer the complaint to either the Employer's respectful workplace policy or a Complaints Investigator. HEABC and the NBA will determine a list of Complaints Investigators by mutual agreement.
- (F) Prior to initiating an investigation, the Complaints Investigator will determine whether the allegations fall within the definition of discrimination in the *Human Rights Code* and notify the Employer and the Union.
- ~~(G)~~ Where the Complaints Investigator determines that the complaint does not fall within the definition of discrimination in the *Human Rights Code*, they will discontinue the investigation, unless the Union and the Employer jointly agree to proceed. The complainant will be advised accordingly.
- (H) When a complaint is determined to fall within the definition of discrimination in the *Human Rights Code* the Complaints Investigator will:
  - 1. investigate the complaint;
  - 2. determine the nature of the complaint; and
  - 3. make written recommendations to resolve the complaint.
- (I) The cost of the Complaints Investigator will be shared equally by the Union and the Employer.

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

**ARTICLE 32 – Occupational Health and Safety Program**

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

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

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

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

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

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

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

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

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

Where the JOHSC is conducting an incident investigation involving an NBA member, the designated NBA JOHSC Member (or alternate) shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the NBA JOHSC Member for the duration of the investigation. This may

include replacement of the employee. Where an investigation is scheduled outside the NBA JOHSC Member's regular hours, the Member will be paid at the applicable rate of pay.

Within sixty (60) days of ratification, the parties agree to jointly request that SWITCH BC develop a universal format for JOHSC minutes and pursue the development of OH&S curriculum at the OHSVPC to improve JOHSC effectiveness within twelve (12) months of ratification.

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

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

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

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

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

## **ARTICLE 32 – Occupational Health and Safety Program**

### **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 incidents, ~~and/or~~ occupational disease, and violence are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.

(B) An employee performing a visit to clients in the community may request to be accompanied by a member of the interdisciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup



to attend for any subsequent home visits where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

(C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.

~~(D) Critical incident support shall be provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. Appropriate resources will be made available as soon as possible following the incident. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay.~~

(D) It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community. The Employer will establish procedures and policies to minimize or eliminate the risk to workplace violence.

(E) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products. Nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population shall also be provided with orientation, job shadowing, and/or in-service where necessary for a minimum period of three (3) weeks including:

- job shadowing with an experienced nurse,
- familiarization with available patient resources,
- development of environmental assessment skills,
- orientation with client population,
- development of appropriate behavioral care plans, and
- policies for safe client visits.

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

~~(F) In keeping with the MOU Workplace Violence Prevention between HEABC, NBA and the MOH, Health Authorities and Providence Health Care and all Affiliate Employers agree to provide employees with violence prevention training based on the program that was originally~~

designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide Joint Occupational Health and Safety Committees (JOHSC) with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02.

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

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

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

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

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

## **ARTICLE 32 – Occupational Health & Safety Program**

### **32.0X Critical Incident Support**

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay. Employee participation in critical incident

support is voluntary.

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

- Appendix D.I MOA RE: Psychological Health and Safety in the Health Care Workplace and adding the following:

**ARTICLE 32.0X – Psychological Health & Safety**

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

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

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

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

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

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

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

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

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

### **ARTICLE 33 – Leave – Compassionate**

#### **33.01 Application**

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, step-child, foster child, parent (or alternatively step-parent or foster parent), ~~brother, sister, (or alternatively step-brother or step-sister), sibling, step-sibling, mother-in-law, father-in-law, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparents, grandchild, legal guardian and any person who lives with an employee as a member of the employee's family 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 five (5) ~~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.)

Amend the collective agreement, by changing the following:

**ARTICLE 37.04 – Domestic and Sexual Violence Leave**

**37.04 Domestic and Sexual Violence Leave**

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

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

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

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

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

(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01. For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) Casual employees will not be required to be available for shifts as outlined above.

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

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

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

~~An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.~~

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

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

*This proposal is without prejudice or precedent to the Employer's position in any litigation.*

*All changes to Article 39 and Article 11.04(G)(2) are effective April 1, 2023.*

**ARTICLE 39 – Leave – Paid Holidays**

**39.01 Paid Holiday Entitlement**

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

New Year's Day	Labour Day
B.C Family Day	<u>National Day for Truth and Reconciliation</u>
Good Friday	Easter Monday
Thanksgiving Day	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

**39.02 Payment for Paid Holidays**

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

$$\text{Days paid* per calendar year} \times \text{regular pay} \times \text{thirteen} \text{ ~~twelve~~ } (13\text{~~2~~})$$

(excluding overtime) 261

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

(Reference Article 37 – Leave – General.)

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

**39.03 Work on a Paid Holiday**

**(A) Regular Employee**

- (1) A regular employee required to work New Year's Day, B.C. Family Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Boxing Day shall be paid at the rate of two (2) times for the first 7.5 hours work in the day, provided that Articles 27.05, 29.04, and 39.04 are not

applicable, and shall receive another day off with pay as a paid holiday. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

**(2) Super Stats**

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

**(B) Casual Employee**

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

**39.04 Premium Rates of Pay**

**(A) Overtime**

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

**(B) Call-Back**

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

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

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

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

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

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

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

**39.06 Paid Holiday Coinciding with a Vacation**

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

**39.07 Scheduling of Paid Holidays**

(A) **Application**

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

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

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

(C) **Sick Leave**

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

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

**ARTICLE 43.01 – Special Leave**

**43.01 Special Leave**

(A) **Accumulation**

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



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

**(B) Application**

Special leave shall be granted as follows:

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

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

**ARTICLE 43.02 – Personal Leave**

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

~~Effective April 1, 2020 – one (1) personal leave day per calendar year;~~

Effective ~~April 1, 2021~~ January 1, 2023 and on each January 1 thereafter – all regular full-time and part-time employees will receive two (2) personal leave days per calendar year.

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

The parties agree to the joint interpretation on personal leave signed June 30, 2021 (see APX XX – MOA re Article 43.02 Personal Leave).

~~The parties agree to meet prior to April 1, 2020 to discuss a joint interpretation regarding the granting of personal leave.~~

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

**ARTICLE 54 – Isolation Travel Allowance**

Effective April 1, 2023, Employees shall be paid a lump sum isolation travel allowance of one hundred and fifty dollars (\$150) ~~seventy-four dollars (\$74.00)~~ per month provided that:

- (i) they are employed by employers who are situated in the locations listed below; and
- (ii) they work in the locations listed below.

Alert Bay	Fort Nelson	New Denver
Alexis Creek	Fort St. James	Port Alice
Anaham	Fort St. John	Port Hardy
Atlin	<u>Fraser Lake</u>	Port McNeil
Bamfield	Gold River	Pouce Coupe
Bella Bella (Waglisla)	Hazelton	Prince Rupert
Bella Coola	Houston	<del>Queen Charlotte City</del>
		<u>Daajing Giids</u>
Blue River	Hudson Hope	Smithers
Burns Lake	Kaslo	Sparwood
Chetwynd	Kitimat	Stewart
Dawson Creek	Kyoquot	Tahsis
Dease Lake	Lillooet	Tatla Lake
Edgewood	MacKenzie	Terrace
Elk Valley	Masset	Tofino
Elkford	McBride	Tumbler Ridge
Fernie	Nakusp	Valemount
		Vanderhoof

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

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

**ARTICLE 57.05 – Registration**

*All changes to Article 57.05 are to be applied to the 2023 registration year and are contingent on parties agreement to the Deletions proposal.*

*The parties will undertake a transition process for the 2023 registration year where BCNU will return to HEABC any monies received under Appendix GG so that full reimbursement can be provided to nurses by the Employer.*

### **57.05 Registration**

- (A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions and Occupations Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective provincial regulatory body.
- (B) The Employer will reimburse all nurses for the cost of the British Columbia College of Nurses and Midwives (BCCNM) registration fee. This will not be prorated based on the eligible nurses' FTE.
- ~~(B)~~(C) At the Employer's request, a nurse is required to confirm their authorization to practice by presentation of their registration card, license, permit or other proof acceptable to the Employer.

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

### **ARTICLE 57 – General Conditions**

*The parties agree that all outstanding grievances will be resolved in accordance with this Article.*

### **57.06 Business Allowance**

Effective April 1, 2023, all regular employees employed in community-based services will receive one hundred and fifty (\$150) fifty dollars (\$50.00) per month as business allowance.

For the purposes of this article, community-based services means a program which provides other than twenty-four (24) hours per day in-patient or residential care services and will include such services as home support, home health, long-term care case management, population and public health, primary care, and community mental health.

Community-based services does not include clinic type services which are aligned with acute care services such as hospital outpatient clinics.

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

### **ARTICLE 61 – Effective and Terminating Dates**

- (A) This Agreement shall be effective from April 1, ~~2019~~2022 and shall remain in force and be binding upon the parties until March 31, ~~2022~~2025 and thereafter until a new Agreement has been consummated.

Employers newly certified during the term of this Agreement and who are added to the Appendix of the Consolidated certification with the Union shall negotiate the application of the terms of this Agreement with effective dates as agreed upon between the parties.

- (B) The operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- (C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

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

### **ARTICLE 63 – Wage Schedules**

#### **A.1 – General Wage Increases**

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

- ~~April 1, 2019~~                      2.0%
- ~~April 1, 2020~~                      2.0%
- ~~April 1, 2021~~                      2.0%

#### Year 1

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

#### Year 2

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

#### Year 3:

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

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

*The parties will adjust the wage schedules prior to printing.*

Amend the collective agreement, by changing the following:

**ARTICLE 63 – Wage Schedules**

~~A.2 – LPN Specific Compensation~~

- ~~1. Effective the first pay period after April 1, 2019, the hourly wage grid for all LPNs, will be adjusted to the following:~~

~~[APRIL 2019 WAGE SCHEDULE]~~

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

~~[APRIL 2020 WAGE SCHEDULE]~~

~~[APRIL 2021 WAGE SCHEDULE]~~

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

*The parties will embed LPN-specific compensation into the wage schedules prior to printing.*

~~A.23 – Forensic Premium~~

~~Effective the first pay period after April 1, 2019, Forensic employees will be placed on the appropriate wage schedule general salary scale and shall be paid an additional hourly premium equal to:~~

- ~~1. Forensic Nurse A (Maximum, Multi-level Security): 4% of the hourly rate specified for a Nurse Level 3, Eighth Year; and~~
- ~~2. Forensic Nurse B (Minimum, Medium Security, and Forensic Community Liaison Nurses (FCLNs)): 2% of the hourly rate specified for a Nurse Level 3, Fourth Year.~~

~~A.34 – General Wage Schedules Scales~~

~~[APRIL 2019 WAGE SCHEDULE]~~

~~[APRIL 2020 WAGE SCHEDULE]~~

~~[APRIL 2021 WAGE SCHEDULE]~~

*The parties will revise wage schedules prior to printing.*

~~A.5 – Grand-parented employees~~

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

~~[APRIL 2019 WAGE SCHEDULE]~~

~~[APRIL 2020 WAGE SCHEDULE]~~

~~[APRIL 2021 WAGE SCHEDULE]~~

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

~~A.46 – Special Wage Rate Schedules for Pine Free Clinic Nurses~~

~~[APRIL 2022 WAGE SCHEDULE]~~

~~[APRIL 2023 WAGE SCHEDULE]~~

~~[APRIL 2024 WAGE SCHEDULE]~~

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

**ARTICLE XX – Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees**

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

Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee’s culture. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

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

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

- a) Effective April 1, 2023, an Indigenous employee may request up to five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 33.01 – Compassionate Leave as applicable (and per the expanded definition of "family").
- b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of "family").
- c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.
- d) The employer will share annually with the Union relevant and available aggregate data relating to utilization of this leave. In consideration of the unique harms that improper or inadvertent use or disclosure of this data could cause, the Union will ensure safeguards are in place which, among other things, limit access to this data as much as practicably possible. The parties agree that the purpose of sharing this data is to further the parties' shared commitment to reconciliation and decolonization. To this end, the Union will obtain the providing employer's agreement prior to utilizing the data for any external purpose.

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

### **APX A.1 – Enhanced Disability Management Program – Administration**

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

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

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

Therefore, the parties agree that:

Effective April 1, 2023+2, the parties will allocate an amount of three million, six hundred and forty-three thousand, nine hundred and twelve dollars (\$3,643,000+2,912,000) annually for the following purposes:

- (A) One million, two hundred and ninety thousand dollars (\$1,290,000) shall be set aside for occupational health and safety purposes as outlined in MOA Re: Provincial Occupational Health and Safety.
- (B) All remaining funds ~~approximately fifty percent (50%)~~ of this amount will be allocated for the purposes set out in Appendix A.2 – Enhanced Disability Management Program – Regional Representation. Of which five hundred thousand dollars (\$500,000) will be used to pay for administration of the EDMP on a provincial basis which includes one Provincial EDMP coordinator for the employers appointed by HEABC/Health Authorities and one Provincial EDMP coordinator appointed by the NBA.
- ~~(B) The remaining amount will be allocated for the purposes set out Appendix A.3 – Occupational Health, Safety and Violence Prevention Initiatives.~~

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

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

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

**APPENDIX A.2 – Enhanced Disability Management Program – Regional Representation**

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

The parties agree to the creation of ~~seventeen (17)~~ twenty-two (22) union disability management representatives to support the coordination and promotion of the program. These representatives will work in collaboration with the Employer’s Disability Management Professionals to promote and coordinate best practices with respect to disability management, and will adhere to the roles and responsibilities of the union representative as identified in the EDMP Policies and Procedures document. Representatives will work under the direction of designated BCNU staff.

These representatives will be distributed by Region as follows:



<u>32</u>	VCH
<u>54</u>	FHA
<u>+</u>	<u>VCH/FHA</u>
<u>12</u>	<u>PHSA/Providence</u>
<u>1</u>	<u>Providence</u>
<u>43</u>	VIHA
<u>43</u>	IHA
<u>1</u>	NHA
<u>1</u>	Affiliate Sites
<u>2</u>	<u>Vacation Backfill (from the Fraser Health Authority)</u>
<u>22</u>	<u>Total</u>

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

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

The parties agree that the cost of the ~~seventeen (17)~~ twenty-two (22) regional union disability management representatives will be funded out of the Appendix A.21 - Enhanced Disability Management Program — ~~Cost Savings~~ Administration.

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

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

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

### **Hours of Work and ~~Renumeration~~ Remuneration**

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

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

**APPENDIX W Re: Full-Time Steward Positions**

*The MOA titled Administration and Remuneration for NBA Full-Time Stewards, Enhanced Disability Management Regional Representatives, and Stewards at Large, dated March 31, 2021, will no longer be in effect as of the date of ratification.*

**APPENDIX W Re: Full-Time Steward and Steward at Large Positions**

**Full-Time Stewards (FTS)**

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

Vancouver General Hospital	2.0 FTE
UBC Hospital	1.0 FTE
Lions Gate Hospital	1.0 FTE
Richmond Hospital	1.0 FTE
BC Children’s and Women’s Hospital	1.0 FTE
St. Paul’s Hospital	1.0 FTE
Mt. St. Joseph’s Hospital	1.0 FTE
Royal Columbian Hospital	<del>2</del> 1.0 FTE
Royal Jubilee Hospital	1.0 FTE
Victoria General Hospital	1.0 FTE
Nanaimo Regional General Hospital	1.0 FTE
Kelowna General Hospital	1.0 FTE
Royal Inland Hospital	1.0 FTE
University Hospital of Northern BC	1.0 FTE
Surrey	2.0 FTE
Burnaby	1.0 FTE
Abbotsford	1.0 FTE
Langley (with Community)	1.0 FTE
Eagle Ridge (with Community)	1.0 FTE
Chilliwack (with Community)	1.0 FTE

Vernon	1.0 FTE
South Island (LTC & Community)	1.0 FTE
<u>Vancouver (Community)</u>	<u>1.0 FTE</u>
<u>Forensic Psychiatric Hospital and Forensic Clinics</u>	<u>1.0 FTE</u>
Total	<del>27.0</del> <u>24.0</u> FTE

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

<del>Vancouver (Community)</del>	<del>1.0 FTE</del>
<del>Forensic Psychiatric Hospital and Forensic Clinics</del>	<del>1.0 FTE</del>
Total	<del>2.0 FTE</del>

The parties agree that the twenty-seven six (276) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the twenty-seven six (276) FTE allocation. These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- spend the majority of their time conducting union business;
- coordinate and assign duties and responsibilities of stewards as well as perform such duties when deemed appropriate and necessary by the FTS full-time steward;
- promote cultural safety and support the principles of diversity, equity and inclusivity.
- work collaboratively to resolve workplace differences short of grievance and arbitration; and
- track worksite issues and monitor trends.

Within one hundred and twenty (120) days of ratification, the parties agree to create an additional four (4) province-wide full-time stewards to promote Truth and Reconciliation, cultural safety and diversity, equity, and inclusion in the workplace.

Full-time stewards are entitled to up to a maximum of six (6) weeks of vacation backfill. An amount equal to three-two (32) FTE have been allocated to Health Authorities/Providence Health Care on a proportional basis for this backfill. ~~An additional one (1) FTE will be allocated to Health Authorities on a proportional basis for this backfill for a total of three (3) FTEs.~~

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

### **Stewards at Large (SAL)**

The parties agree to the continuation of the seventeen (17) Steward at Large positions, one from each BCNU region.

SAL positions will be allocated as follows:

<u>Coastal Mountain</u>	<u>1.0 FTE</u>
<u>Richmond Vancouver</u>	<u>1.0 FTE</u>
<u>Central Vancouver</u>	<u>1.0 FTE</u>
<u>Vancouver Metro</u>	<u>1.0 FTE</u>
<u>Shaughnessy Heights</u>	<u>1.0 FTE</u>
<u>Simon Fraser</u>	<u>1.0 FTE</u>
<u>South Fraser Valley</u>	<u>1.0 FTE</u>
<u>Fraser Valley</u>	<u>1.0 FTE</u>
<u>South Islands</u>	<u>1.0 FTE</u>
<u>Pacific Rim</u>	<u>1.0 FTE</u>
<u>North West</u>	<u>1.0 FTE</u>
<u>North East</u>	<u>1.0 FTE</u>
<u>Okanagan Similkameen</u>	<u>1.0 FTE</u>
<u>Thompson North Okanagan</u>	<u>1.0 FTE</u>
<u>West Kootenay</u>	<u>1.0 FTE</u>
<u>East Kootenay</u>	<u>1.0 FTE</u>
<u>NBA Constituent Unions</u>	<u>1.0 FTE</u>
<u>Total</u>	<u>17.0 FTE</u>

The Parties agree that the seventeen (17) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the seventeen (17) FTE allocation.

These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- spend the majority of their time conducting Article 6 work;

- work collaboratively to resolve workplace differences short of grievance and arbitration;
- promote cultural safety and support the principles of diversity, equity and inclusivity; and
- track worksite issues and monitor trends.

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

### **General**

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

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

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

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

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

- a. SAL and FTS will normally be the first point of contact for Article 6 work subject to their availability. Other worksite stewards will continue to perform work pursuant to Article 6 as per the PCA.
- b. The parties agree to use technology, where appropriate, (e.g., ZOOM, teleconference) to allow incumbents to support remote sites in a cost efficient and effective manner.
- c. Normally, one (1) union steward is required time off to perform work outlined in Article 6.03 and 6.04 at the same time, unless otherwise agreed between the Employer and Union at the local level. Notwithstanding, meetings should normally have a similar number of attendees from the Employer and the Union.
- d. In the event that the Union desires an additional person to attend for mentorship or training, they may apply for union leave under Article 44.0 I (F).

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

### **Hours of Work and Remuneration**

1. All positions are intended to be full-time and incumbents will be considered regular full-time status while occupying the positions unless otherwise mutually agreed by the Union and Employer.
2. Hours of work are 37.5 hours per week on a regular schedule from Monday to Friday, unless the parties (local employer and designated Union staff representative) at a particular location mutually decide otherwise. Agreement on alternative arrangements will not be unreasonably withheld.
3. Daily hours of work will depend on the individual workload which may vary.
4. Schedules will be communicated to the Employer.
5. All positions will have a mutually agreed home site.
6. All positions will be paid at Nurse Level 3, Step 15 of the wage rate grid while occupying the position. Service for the purpose of wage increments in their original positions will accrue and be credited upon their return to their original position in accordance with the collective agreement.
7. In the event that an existing incumbent is receiving a higher rate of pay, they will be wage protected at their current rate of pay as long as they remain in the position. Such nurses are eligible for any negotiated general wage increases.
8. Compensation is based on straight-time hours and does not include overtime worked within or attached to their original position.
9. Compensation for wages and premiums is based on the principle that incumbents should not lose overall earnings as a result of filling one of these positions. Incumbents will be compensated for all premiums that they would have been entitled to in accordance with their original position except Article 28.045 – Short Notice Premium while occupying the position.
10. The premiums paid will be based on an average of all hours paid that attracted the applicable premium within the 12 months immediately preceding the incumbent's commencement in the position. In circumstances where the incumbent held their original position for less than 12 months prior to commencement in the position, the average will be based on the shorter period. The average will be paid on a bi-weekly basis in accordance with the Employer's pay periods. Article 28.05 - Regular Premium entitlement for existing incumbents as of April 1, 2023 will be calculated based on the annual average

hours worked by a full-time nurse pro-rated by the FTE of their regular position with the Employer.

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

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

*Contingent on the parties' agreement to coinciding changes made to Appendix EE – Integration of Licensed Practical Nurses and the Deletions proposal into the NBA Provincial Collective Agreement.*

**APPENDIX Y – MOA Re: Pension for Retirees**

Effective April 1, 2008, provided that the Municipal Pension Plan rules can be changed which the Employer agrees to support, the Union agrees to convert the 2008 one (1) percent market adjustment to provide funding for inflation protection and benefits for retirees who were members of the Nurses' Bargaining Association (NBA) constituent unions.

Effective April 1, 2024, the one (1) percent market adjustment will be expanded to include Licensed Practical Nurses.

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

**APPENDIX AA – MOA Re: Job Sharing**

Article 1 – Preamble

- 1.1 This Memorandum of Agreement establishes provision for any group of employees, at least one of whom holds regular status, ~~two (2) regular employees~~ to voluntarily “job share” a ~~single full-time~~ one or more regular position(s).
- 1.2 A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

Article 2 – Participation

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties. It is

further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.

2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4). Where an employee(s) request is denied, they shall be provided with an explanation as to why their request was denied.

2.3 Upon approval of a request to job share a notice will be posted in writing and electronically within the department to determine interest in job sharing ~~a specific position~~. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.

Job shares will be within the same department and classification except where the Employer and Union agree in good faith.

2.4 A notice will also be posted to elicit interest in job sharing arrangements to accommodate employees facing displacement. Approval and selection are subject to 2.1, 2.2 and 2.3 above.

2.5 For the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a qualifying period pursuant to Article 18.03 of the Provincial Collective Agreement, except for employees who are participating in a job share on their home unit, department or program and have already completed their qualifying period.

### Article 3 – Maintenance of Full-Time Regular Positions

3.1 ~~Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions~~ regular positions with each employee having an FTE equal to the FTE they hold within the job sharing arrangement for the purpose of with regard to scheduling and job descriptions.

3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Provincial Collective Agreement.

3.3 ~~If one a job sharing partner decides to discontinue participation in a job sharing arrangement, they must give thirty (30) calendar days' notice of their intent to vacate the job share. and they will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full time basis. Should that employee decline the position on a full time basis and wish to continue to job share the position, then every effort will be made. The period of thirty (30) days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time. If they do not wish a full-time position and no job sharing partner is found, then they would post into another regular position, revert to casual status, or~~



~~resign. The former job-sharing position would then be treated in accordance with the Provincial Collective Agreement. The participant electing to leave the job share will post into a vacant position, be added to the casual registry, or resign. If those remaining in the job sharing arrangement wish to continue with the arrangement, every effort will be made to fill the vacated portion of the job share within the remaining thirty (30) calendar days.~~

- 3.4 If no other employee comes forward to fill the vacated portion of the job share, participants of the job share who entered with regular status may select, in seniority order, one of the original FTEs that was brought into the job sharing arrangement. If a participant is left with no FTE, they will be entitled to all displacement rights under Article 19. Participants who held casual status entering into the job sharing arrangement will return to casual status. Any vacancy remaining will be treated in accordance with the provisions in the Collective Agreement.
- 3.5 Either party may give sixty (60) calendar days' notice to end the job sharing arrangement. In this case, participants of the job share who entered with regular status may select, in seniority order, one of the original FTEs that was brought into the job sharing arrangement. If a participant is left with no FTE, they will be entitled to all displacement rights under Article 19. Participants who held casual status entering into the job sharing arrangement will return to casual status. Any vacancy remaining will be treated in accordance with the provisions in the Collective Agreement.
- 3.6 If a master work schedule change occurs, participants of the job share must first determine their FTEs through provision 3.5. Subsequently, participants will use this FTE to select their line on the new master work schedule. If the original FTEs that made up the job share are secured, the job sharing arrangement continues.
- ~~3.1 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Provincial Collective Agreement.~~
- ~~3.2 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.~~
- ~~3.3 Either party may cancel this Memorandum on sixty (60) days' notice.~~

#### Article 4 – Schedules and Job Descriptions

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.

- 4.4 Once established, the position of hours shared may be altered by mutual agreement of the parties.

Article 5 – Benefits

- 5.1 As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefits presently contained in the Provincial Collective Agreement.
- 5.2 Each employee in a job sharing arrangement will be treated as a part-time employee for all benefit and pension purposes.
- 5.3 Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension coverage.

Article 6 – Relief

- 6.1 Temporary relief for a job shared position will be determined pursuant to the Provincial Collective Agreement. However, job sharers will provide relief for each other where there is no other source of relief available.

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

**APPENDIX EE – Integration of Licensed Practical Nurses into the NBA Provincial Collective**

2. Provisions of the NBA Provincial Collective Agreement that do not apply to LPNs
- a. Article 11.04(A)(9) - Casual Employees - Client Specific Assignments
  - b. Article 11.04(J)(2) - Probationary Period for Client Specific Casuals
  - c. Article 26.02(1) - split shifts for client specific nurses
  - d. ~~Article 28.07 - OR/PAR/ER/ICU/CCU Premium~~ Appendix “M” – Managing Staffing Challenges in the Health Care System
  - e. Appendix “Q” - Client Specific Nurses from Home Support Agencies
  - f. ~~Appendix “Y” - Pension for Retirees~~

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

**APPENDIX II.1 MOA Re: Strategic Nurse Staffing Committee**

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

Care. The SNSC will replace the existing Nurse Relations Committee.

2. The purpose of the Health Authority/Providence Health Care SNSCs are to consult on health authority level nurse workforce planning including trends, activities and initiatives related to the following:
  - Regularization of hours
  - Recruitment and retention strategies
  - Regular relief positions
  - Other relief needs
  - Nurse education and training (including specialty nursing)
  - Seasonal strategies
  - Annual vacation
  - Substantial health service delivery initiatives
  - Other organization wide staffing matters

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

3. In addition to the long-term staffing strategies, the Committee will review organizational approaches to short-term staffing needs.
4. The SNSCs shall not engage in discussions regarding general labour relations issues, occupational health & safety issues or professional practice issues, which shall be raised and addressed through the appropriate collective agreement process.
5. The SNSC will be provided relevant and available health authority/PHC-level data, including analytical support. Data will also be made available to the Union upon request. Health authorities/PHC will bi-annually provide the Union with relevant and available health authority/PHC-level staffing data in either Microsoft Excel or .csv format regarding:
  - a. Regular straight-time hours.
  - b. Casual straight-time hours.
  - c. Overtime hours.
  - d. Part-time hours over FTE.
  - e. On-call hours.
  - f. Call-back hours, and
  - g. Relief not found.

6. Each SNSC will meet bi-monthly on dates determined by the committee members, and/or at the call of the Co-chairs. The SNSC will be composed of eight six (86) members, four (4) three (3) appointed by each the Employer, one (1) of ~~which~~ whom will be is a senior operational leader and one (1) of whom will be a professional practice lead, and the Union, one (1) of ~~which~~ whom will be a labour relations coordinator and one (1) of whom will be a professional practice officer. Each SNSC may determine to include other representatives to assist or provide expertise as mutually agreed to by the committee members. Co-chairs, one (1) member from Employer and one (1) member from the Union, will be selected.
7. The Co-chairs will meet prior to each SNSC meeting in order to determine and agree to agenda items. The agenda will be circulated two (2) weeks in advance of each meeting by the SNSC Co-chairs. Discussions, recommendations and decisions of each SNSC will be recorded in formal committee minutes. The SNSC meetings will be scheduled with sufficient time to address all items on the agenda.
8. An agreed to joint communications document will be completed each meeting and shared by the Employer and Union.
9. Each SNSC shall report quarterly to the Nurse Staffing Secretariat Steering Committee (NSC) via the Nurse Staffing Secretariat (NSS) on work, both successes and challenges. The SNSCs may access support from the NSS.
10. The SNSC will be reviewed annually to determine its effectiveness. The NSS will draft measurable metrics for determining effectiveness.

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

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

### **APPENDIX KK – MOA Re: Professional Responsibility Process**

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

#### **Background**

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

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

## Professional Responsibility Process

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

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

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

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

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

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

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

2. Prior to any escalation of the practice problem, if the Health Authority/PHC PPO was not involved in the discussions, the PPO will review the practice problem and ~~may~~ may assist the nurse and the manager to resolve it.
3. If the nurse believes that the PPO is not available within a reasonable timeframe, the practice problem has not been fully addressed or that the implementation timeframe is not reasonable after involving the Health Authority/PHC PPO, the nurse may submit a Professional Responsibility Form (PRF) to the excluded manager. A copy of the PRF will be sent to the Health Authority/PHC PPO and the Union PPD.
4. The Union PPD will review the PRF and may have further discussions with the nurse and/or the Health Authority/PHC PPO.
5. If the practice problem is not resolved, the Union PPD will create a report outlining the practice problem, a summary of any solutions identified by the parties, any further recommendations, and any outstanding concerns.
6. This report will be sent to the respective Health Authority/PHC Chief Nursing officer (“CNO”) with a copy sent to the Health Authority/PHC PPO, the nurse and the manager.

The CNO will acknowledge receipt of the report in writing to the parties and will provide a response including any further actions suggested, or agreed to, by the CNO.

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

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

The nurse and the excluded manager or excluded designate:

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

The parties further agree that:

- (A) Staffing and workload issues will be addressed through a separate process.
- (B) Nurse safety issues are addressed through Article 32 – Occupational Health and Safety Program and the Workers Compensation Act.
- (C) Ongoing, timely communication is an important element in the PR process.
- (D) The PR process is a joint problem-solving and learning process and is not expected to result in any discipline.
- (E) The PR process is not a labour relations process. If the nurse brings a colleague to the discussions who is also a Union steward they will attend in a support role only.
- (F) Funding for additional professional practice resources per Health Authority/PHC and Affiliates will be provided through this Agreement, to be determined and

mutually agreed by the parties. Such resources may include additional work to support point of care nurses through mentorship, leadership and/or other means agreed by the parties.

(G) Within sixty (60) days of ratification:

- i. The parties will create a PR working group comprised of up to three (3) representatives each from the Employer and the Union.
- ii. The PR working group will communicate to the Health Authorities/PHC that all outstanding PRFs at the Health Authority/PHC Senior Review Committee (“SRC”), or in referral stage, will stay at the SRC level through until their closure.
- iii. The union PPD will review all PRFs filed December 1, 2017 up to and including date of ratification and identify those related to practice problems.

The PRFs related to practice problems will be brought to the PR working group.

The remaining PRFs will be themed. The Union PPD will prepare a report for the Health Authority/PHC Vice President of Human Resources. The Health Authority/PHC will review the report and provide a summary of the outcome(s) to the Strategic Nurse Staffing Committee.

- iv. Effective the date of ratification, nurses will continue to raise and discuss practice problems with their excluded manager or excluded designate to try to address the practice problem at the local level. The nurse or the manager may seek advice from the Health Authority/PHC PPO and/or the Union PPD or designate as advised by the Union PPD.

(H) Within a further ninety (90) days, the PR working group will:

- i. Review the outstanding PRFs identified by the Union PPD in (G)(iii) above and apply for the new PR process.
- ii. Develop and deliver a joint communication that will outline the process that is underway, advise authors and the Employer that the PR file is closed, and provide the authors’ options under the new process.
- iii. Create a new mutually agreeable Professional Responsibility form (PRF), joint guidelines and education, a communication plan on the new process and the new PRF, and other matters as mutually agreed by the parties.

- (I) The PR working group will determine a provincial evaluation plan and metrics to assess the new PR process and PRF.

This Memorandum of Agreement replaces Article 59 (Professional Responsibility Clause) effective the date of ratification for the term of this Agreement and will expire upon ratification of the next collective agreement on March 31, 2022. Upon expiration of this Memorandum of

Agreement, the parties will return to the process under Article 59, unless the parties expressly agree otherwise.

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

### **APPENDIX QQ – MOA Re: Clinical Mentorship**

#### **Background**

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

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

#### **Clinical Mentor Positions**

~~The parties agree to create clinical mentor positions in the units, departments, or programs jointly identified by the Strategic Nurse Staffing Committee (SNSC) as most benefiting from clinical mentorship, including but not limited to acute care, community care, mental health, and long-term care. If the SNSC cannot agree on where to place the clinical mentor positions, the Nurse Staffing Secretariat (NBA and HEABC reps) will support the SNSC on where to place the positions. for the term of this Agreement. The majority of these positions will support Primary and Community Care.~~

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

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

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

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

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

~~The NBA will allocate the following amounts to fund pilot positions.: (a) \$2 million on April 1,~~



2019; and

(b) \$2 million on April 1, 2020;

Each Health Authority/Providence Health Care will create the following number of clinical mentor positions:

	<u>FHA</u>	<u>IHA</u>	<u>NHA</u>	<u>PHC</u>	<u>PHSA</u>	<u>VCHA</u>	<u>VIHA</u>	<u>TOTAL</u>
<u>FTE</u>	<u>38</u>	<u>24</u>	<u>15</u>	<u>11</u>	<u>11</u>	<u>27</u>	<u>24</u>	<u>150</u>

From the FTE allocation above, SNSCs at each regional Health Authority will develop and implement a plan to provide clinical mentor support for nurses at affiliate employers in their region. The plan to support nurses at affiliate employers will be reviewed by PNAC.

The parties will allocate \$965,000 to jointly develop standardized clinical mentor orientation, education materials, and training. The training program will be approved by the Ministry of Health prior to implementation and will be provided by each Health Authority/PHC to all clinical mentors.

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

**APPENDIX XX MOA Re: Preceptor Premium**

Preceptorships involve a formal relationship of a pre-determined length of time between a preceptor and a preceptee.

A preceptee is:

- (a) a student who requires regulatory supervision to practice in a clinical setting while in:
  - a. an entry-level program recognized by the BCCNM,
  - b. a specialty education program (including in-house specialty programs), or
  - c. a program from other provinces or territories in Canada approved by the applicable regulator; or
- (b) an internationally trained nurse who is granted provisional licensure by the BCCNM and requires supervision to complete their competency assessments.

(the “Preceptee”)

A preceptor is a nurse designated by the Employer based on educational and regulatory requirements to provide supervision for a Preceptee (the “Preceptor”). Nurses acting as a Preceptor take on greater responsibility and accountability for both the activities and overall learning of a Preceptee. This may include a licensed practical nurse, licensed graduate nurse,

registered nurse, or a registered psychiatric nurse. Duties of a Preceptor may include, but are not limited to:

- (a) Authorizing student actions,
- (b) Assessing readiness for more complex duties,
- (c) Monitoring and reporting on learning goals and outcomes as related to the identified competencies,
- (d) Obtaining consent from clients before authorizing a student to provide care,
- (e) Assessing and mitigating risk arising from nursing student activities, and
- (f) Organizing supervision from other nurses for student activities.

In recognition of the greater responsibility, accountability, and additional duties, effective one hundred and twenty (120) days post ratification, a nurse designated by the Employer to act as a Preceptor will be paid a premium of \$1.50 per hour worked for the entire shift (the “Preceptor Premium”).

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

**APX XX MOA Re: 2023 Wage Schedule Adjustments**

The parties will, on a one-time basis, apply adjustments to the increment steps in the wage schedules, effective April 1, 2023, as follows:

Level 1 and Level 2 Nurse Wage Schedules

Increment Years 2 and 3: No change;

Increment Years 4 to Year 9: Adjust increment steps to result in increment step increases of \$0.95/hour; and

Increment Year 10: Add a new Year 10 increment step to result in an increase of \$0.95/hour from Year 9.

Increment Year 15: Add a new Year 15 increment step to result in an increase of \$0.50/hour from the previous increment step (Year 10).

Increment Year 20: Add a new Year 20 increment step to result in an increase of \$0.75/hour from the previous increment step (Year 15).

Increment Year 25: Add a new Year 25 increment step to result in an increase of \$1.00/hour from the previous increment step (Year 20).

Increment Year 30: Add a new Year 30 increment step to result in an increase of \$1.25/hour from the previous increment step (Year 25).

Level 3 Nurse Wage Schedule

Increment Years 2 and 3: No change;

Increment Years 4 to 9: Adjust increment steps to result in increment step increases of \$1.57/hour; and

Increment Year 10: Add a new Year 10 increment step to result in an increase of \$1.57/hour from Year 9.

Increment Year 15: Add a new Year 15 increment step to result in an increase of \$0.50/hour from the previous increment step (Year 10).

Increment Year 20: Add a new Year 20 increment step to result in an increase of \$0.75/hour from the previous increment step (Year 15).

Increment Year 25: Add a new Year 25 increment step to result in an increase of \$1.00/hour from the previous increment step (Year 20).

Increment Year 30: Add a new Year 30 increment step to result in an increase of \$1.25/hour from the previous increment step (Year 25).

Level 4 , Level 5, and Level 6 Nurse Wage Schedules

Increment Years 2 and 3: Adjust increment steps to result in increment step increases of \$1.50/hour;

Increment Years 4 to 9: Adjust increment steps to result in increment step increases of \$1.55/hour; and

Increment Year 10: Add a new Year 10 increment step to result in an increase of \$1.55/hour from Year 9.

Increment Year 15: Add a new Year 15 increment step to result in an increase of \$0.50/hour from the previous increment step (Year 10).

Increment Year 20: Add a new Year 20 increment step to result in an increase of \$0.75/hour from the previous increment step (Year 15).

Increment Year 25: Add a new Year 25 increment step to result in an increase of \$1.00/hour from the previous increment step (Year 20).

Increment Year 30: Add a new Year 30 increment step to result in an increase of \$1.25/hour from the previous increment step (Year 25).

For clarity, these adjustments will be applied after the application of the General Wage Increases (including COLA if applicable) for Years 1 and 2 of the agreement, but before the General Wage Increases (including COLA if applicable) are applied for Year 3 (April 2024) of the agreement.

Amend the collective agreement, by adding the following:

**APPENDIX XX – Memorandum of Agreement – Amendment to Appendix U.I  
Health and Welfare Benefit**

**WHEREAS:**

- a. The Parties agree to amend the Appendix U.I Health and Welfare Benefits Memorandum of Agreement, dated March 30, 2023 (the “Appendix U.I MOA”), as described herein;

**NOW THEREFORE** the Parties agree as follows:

1. Effective the date of the ratification of the 2022-2025 Nurses’ Provincial Collective Agreement, the following provisions of the Appendix U.I MOA are amended as follows (additions underlined, deletions struck out):
  - a. Notwithstanding the terms of Appendix U.I, the Parties will implement a prescribed benefit plan change model in accordance with this agreement by no later than January 1, 2023.
2. The dates for the project work schedule and plan as described in the Appendix U.I MOA will be revised to align with the implementation date.
3. The Appendix U.I MOA will otherwise remain unchanged and in full force and effect.

Amend the collective agreement, by adding the following:

**APPENDIX XX – Memorandum of Agreement – Staffing Replacement**

This Memorandum only applies to Health Authorities and PHC.

**(A) Immediate Staffing Need (Short Term Replacement)**

Staffing requirements are determined by patient care needs and staff scope and skill mix.

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

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

All reasonable efforts include:

- (i) Regular relief
- (ii) Casual staff
- (iii) Regular part-time staff

- (iv) Staff on overtime
- (v) Re-assign staff, where appropriate

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

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

Employees assigned to a unit will receive and complete a unit/site specific introduction check-list.

If additional staff are necessary due to emergent circumstances, whether within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the nurse who has been designated in-charge has the authority to call-in additional staff pursuant to any policies in place respecting such call-ins for specific work units. For such call-ins, call in by seniority pursuant to Article I 1.04 shall not apply.

Where the Employer has received forty-eight (48) hours' or less notice of a vacancy creating relief work as per Article I 1.04(A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

**(B) Future and Predictable Staffing Needs (Long Term Replacement)**

The Employer reviews predictable relief needs and makes all reasonable efforts to replace staff on leave except where service levels are reduced. The Employer will determine the need for regular relief and/or advanced hire positions. Other options for future and predictable staffing needs may include temporary postings or temporary appointments pursuant to Article I 1.04 and Article 17.

Such leaves include, but are not limited to:

- (i) Vacation
- (ii) Sick leave
- (iii) Union leave
- (iv) Maternity/Parental leave
- (v) Long-term disability

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

**MOA Re: Cost of Living Adjustment**

**Definitions**

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

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

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

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

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

**COLA**

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

**April 2023**

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

**April 2024**

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

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

**MOA Re: Diversity, Equity and Inclusion Working Group**

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
  - Develop terms of reference;
  - Engage and consult stakeholders as required;
  - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
  - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
  - Support the creation of a safe and discrimination-free workplace;
  - Identify solutions to address barriers to employment and career advancement;
  - Review available data in accordance with applicable privacy legislation;
  - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and

- Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:
    - i. suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and
    - ii. suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.
8. The Working Group will make recommendations to PHHRCC.
9. The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

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

**MOA Re: Gender Diversity and Inclusion**

General Inclusion & Gender-Affirming Support

The parties agree to the following:

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



documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.

5. Gender identity and expression are protected grounds pursuant to the B.C. Human Rights Code discrimination. Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
  - Deadnaming (using employee’s former name);
  - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or
  - Doxxing (intentional sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).
6. Employers will review current policies and procedures to ensure they are gender inclusive.
7. Employers will make gender inclusive resources available to employees and managers.

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

### **Gender-Affirming Medical Leave**

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

### **Bathrooms/Change Rooms**

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

- A) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender identity or expression by ensuring there is signage welcoming all genders and confirm this to the NBA within six (6) months of ratification and
- B) Post signage in all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

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

**MOA Re: Joint Provincial Health Human Resources Coordination Centre (PHHRCC) – Bargaining Association Consultation Forum**

Social, environmental, demographic, and economic factors are increasing the demand for healthcare within British Columbia. To deliver the required services a skilled and engaged workforce is required. That workforce is integral to a robust, accessible public system with the ability to rapidly respond to key challenges.

The past few years have been a time of unprecedented change and challenge for B.C.'s health workforce. It is important for the system to have a coordinated approach to identify important themes, address challenges, and build upon existing resources to create a sustainable, equitable, and effective healthcare system.

To effectively deliver on this work the Ministry of Health has established a new Provincial Health Human Resources Coordination Centre (PHHRCC) with membership from the Ministry of Health, Health Sector Workforce and Beneficiary Services Division, regional health authorities, the Provincial Health Services Authority, the Health Employers Association of B.C., and the First Nations Health Authority. The PHHRCC reports to Leadership Council.

The PHHRCC is intended to bring significant focus, attention and discipline to key provincial-level human resource planning activities and initiatives. It will identify strategic actions, develop implementation plans for key approaches, and provide governance, oversight and monitoring of the implementation of these plans. The PHHRCC will look at both intermediate and long-term strategies and actions, as well as address urgent challenges through immediate action, including a focus on supporting Indigenous workers and supporting development of a culturally safe workplace.

In furtherance of the work of the PHHRCC, the Ministry of Health wishes to create a forum for input from Unions. To that end, on a regular basis the Ministry will convene a joint PHHRCC – Bargaining Association consultation forum for the following purposes:

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.
2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through *In Plain Sight*.
3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness
4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the Parties (HEABC and the NBA) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

By XX, the Ministry of Health will convene the Forum and present the Terms of Reference for input prior to finalization by the Ministry.

The Ministry intends for this Forum to serve all interested parties in the provincial health care sector, not only the Nurses Subsector. To that end, the Ministry will make efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum semi-annually, or more frequently as deemed necessary.

**Amend the collective agreement by deleting the following:**

- Appendix A.3 Memorandum of Agreement re: NBA Occupational Health, Safety and Violence Prevention Initiatives
- Appendix D Memorandum of Agreement re: Working Group for A Provincial Framework on Occupational Health and Safety (OHS) in Health Care

**and adding the following Memorandum of Agreement**

**MOA Re: Provincial Occupational Health and Safety**

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

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

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

- Health and Safety Regulation and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

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

Therefore, the parties agree as follows:

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

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

**MOA Re: Recruitment and Retention of Indigenous Employees**

1. The parties agree that Indigenous peoples are under-represented as employees in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. The parties also recognize the important and significant qualities, contributions and perspectives that Indigenous nurses bring to patients/residents/clients/service users and the healthcare system. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively support

employment equity programs to promote the hiring of Indigenous employees into the health care system, and to increase Indigenous representation within the NBA bargaining unit.

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

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

Where there is more than one qualified Indigenous candidate, Employers will give consideration to, among other things, the communit(ies) involved, patient/resident/client/service user population, the candidates' Indigenous knowledge and experience and circumstances surrounding the role when determining the successful candidate.

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

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

3. The parties agree that there may be new or existing positions that require lived experience or knowledge of Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.
4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.
5. The parties will share information with the Forum described in the MOA re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare regarding the use of this MOA.

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

**MOA Re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare**

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

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

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

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

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

By (date), Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the HSO 75000: 2022 BC Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

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

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Nurses' Bargaining Association. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis. The Ministry of Health shall hold the Forum quarterly or more frequently as deemed necessary.

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

**MOA Re: Extended Work Day/Compressed Work Week**

*[The language from this MOA has not been included in this document as the parties have agreed to update this language during the printing process.]*

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

**MOA Re: Local and Provincial Emergencies**

Where a local or provincial emergency is declared that impacts bargaining unit employees, the Employer will notify the Union as soon as reasonably possible.

The Employer will provide relevant information to the Union.

The Employer and the Union will meet as soon as reasonably possible to discuss the details and impacts related to the emergency.

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

**MOA Re: Pandemic Information Sharing Forum**

The parties acknowledge the hard work of employees, Employers and Unions in responding to the COVID-19 pandemic.

Throughout the COVID-19 pandemic, the parties recognized the value of collaboration and cooperation, and convened a provincial occupational health and safety forum to share information and address provincial-level issues as they arose. The parties found this forum was effective in supporting the pandemic response and addressing health and safety concerns.

The parties acknowledge the importance of learnings from previous public health emergencies, such as those outlined in the 2003 Ontario SARS Commission final report.

The parties acknowledge the importance of providing timely information to employees and JOHSC.

Accordingly, the parties agree to establish a pandemic information sharing forum (the “forum”) where a public health emergency is declared by the Government of British Columbia that creates a health risk for a significant number of employees.

The forum will consist of one (1) representative from each participating Bargaining Association, HEABC, Employer representatives, and a senior representative from the Ministry of Health. The forum may also include a representative from Doctors of BC, WorkSafeBC or other relevant groups as agreed to by the participants.

The purpose of the forum is to promote information sharing related to pandemic occupational health and safety matters, with the following principles:

- Open, transparent and respectful communications
- Focus on provincial level issues
- Interest based approach

The forum will determine the meeting frequency.

The forum will be provided with relevant information related to health care worker safety.

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

**DELETIONS – ARTICLE 28.04 – Working Short Premium and ARTICLE 60 –  
Direct Patient Care Staffing**

*On acceptance of the HEABC’s Article 57.05 proposal, the parties agree to delete the following provisions, effective June 1, 2023. The parties will remove all deleted references to the provisions below prior to printing.*



*Parties agree to extinguish all PCAP and Working Short related MOAs.*

**Language to Delete**

Article 28.04 – Working Short Premium

Article 60 – Direct Patient Care Staffing

Appendix GG – BC College of Nursing Professionals Registration Fees Fund

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

**General Housekeeping**

**Incorrect Article References**

**25.12 Three Different Shifts Worked**

(B) On implementation of revised work schedules as outlined in ~~25.05(A)~~ 25.06(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

**Appendix DD List of Employers**

The Parties agree to review and update the informational list of employers to reflect updated consolidated certifications prior to printing.

**Legislative Changes: Repeal of the *Health and Social Services Delivery Improvement Act***

**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~~

**Article 20 – Technological Change, Automation**

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

**Language to Delete**

The parties agree to remove the following from the Collective Agreement:

- Appendix K Memorandum of Agreement – Pension Review