

**PROPOSED TERMS
OF SETTLEMENT
FOR
2012 – 2014
PROVINCIAL
COLLECTIVE AGREEMENT**

NURSES' BARGAINING ASSOCIATION

2012 – 2014 PROPOSED COLLECTIVE AGREEMENT

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FRAMEWORK AGREEMENT

Framework Agreement

Between

Nurses Bargaining Association ("NBA")

And

The Health Employers Association of British Columbia ("HEABC")

The parties agree to conclude a Collective Agreement for the term April 1, 2012 – March 31, 2014 on the following material terms:

- All provisions previously signed

Wages

- General Wage Increase all classifications
 - Effective April 1, 2013 3%

Increased Hours of Work

- Effective April 1, 2013, the hours of work will increase from 36 to 37.5 hours. This will result in a 4.17% annual increase in pay.

Additional Patient Demand

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

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

Additional nurses will be called in using the following:

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

Regularization of Hours

- The parties agree that overtime hours, hours worked by casual employees, hours worked by part-time employees above their normal FTE and hours worked by agency nurses will be jointly reviewed every 6 months and wherever possible where the hours

are consistent and recurring, will be converted into, or added to, regular positions.

Community – Replacement of absences

Effective January 1, 2013, community nurses will be replaced for at least two weeks of vacation each year. The Employer will make all reasonable efforts to replace those vacation leaves using regular relief/float positions.

Health and Welfare Coverage

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

Joint Benefit Review Committee

- Commencing within sixty (60) days of ratification, a Joint Benefit Review Committee will identify opportunities for making the benefit plans (Extended Health, Dental, Group Life, AD&D) more cost effective while maintaining and increasing overall value for members, and will develop recommendations for implementing these opportunities. The Committee will also identify cost containment options to ensure the long term sustainability of the benefit plans. This committee will report to the parties by December 31, 2013.

Pension Enhancement Program

- Effective July 1, 2013 existing employees may, on an irrevocable basis, elect to exchange vacation entitlements for a compensation increase based on the following table:

Years of Continuous Service	Day Exchanged	Pension Enhancement Allowance per month	Pension Enhancement Allowance per year
0-19	5	\$80	\$960
20	6	\$96	\$1,152
21	7	\$112	\$1,344
22	8	\$128	\$1,536
23	9	\$144	\$1,728
24	10	\$160	\$1,920
25	11	\$176	\$2,112
26	12	\$192	\$2,304
27	13	\$208	\$2,496
28	14	\$224	\$2,688
29 and up	15	\$240	\$2,880

New Hires – Sick Leave Entitlement

- Effective January 1, 2013, new employees will not be entitled to cash in their sick leave credits under Article 42.11.

Long Term Disability

- Effective November 1, 2012, ERIB to enhance and support efforts to increase the uptake of early retirement incentive benefits.

Residual Dollars

- Eliminate the remaining ongoing residual amount of \$3 million.
- Reduce the Training/Education Partnership Fund on an ongoing basis by \$300,000.
- Effective November 1, 2012, increase the mileage amount in Article 29.06(A) and Article 57.02(C) to fifty-two cents (\$0.52) per kilometer.
- Apply responsibility pay to CH1 level nurses relieving in a higher rated position or designated in charge of a ward, unit or worksite, as described in Article 30 (Responsibility Pay) on evening and weekends.

Separate Commitment

Additional Nurse FTES

- Notwithstanding the term of the agreement the parties agree that the total number of straight time paid hours of RN/RPNs in the health sector will be increased from the December 31, 2012 hours by at least 4,159,687.5 straight time paid hours (2125 FTE) by March 31, 2016. These increases will be distributed relatively evenly over this period, although the increases in the first year may be less. A strong majority of these FTEs will be regular positions.

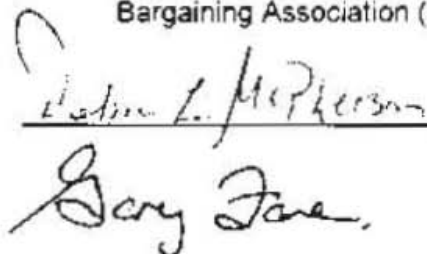
The new nurse FTEs will be in Surgical Service, In Hospital Medical, Residential, Long Term Care, Hospital Services, ICU Services, Home Care Nursing, Emergency Medicine, Obstetrics, Hospitalization, Mental Health and Addiction, among others areas.

All of which is agreed this Monday, September 25, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



Gary Jones

WORKLOAD

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Memorandum of Understanding – Acute Care/ Long Term Care Staff Replacement

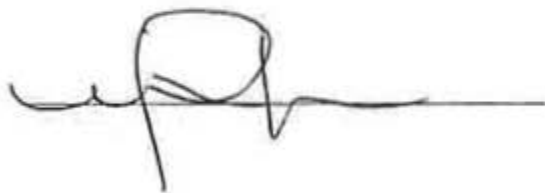
Employees on vacation will be replaced except where the service levels are reduced (e.g. clinic closure, operating room closure, operating room slow down). The Employer will make all reasonable efforts to replace vacation leaves using regular relief/float positions, where possible.

Employees on long-term leaves, (e.g. maternity leave, LTD) will be replaced. The Employer will make all reasonable efforts to replace these long-term leaves using regular relief/float positions or temporary postings.

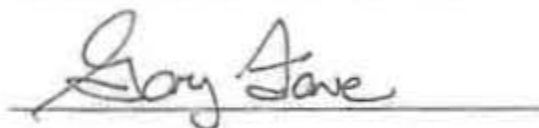
This proposal is subject to the parties achieving a ratified agreement.

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

MOU – Acute Care/Long Term Care Staff Replacement - Short-Term Absences

Acute/Long Term Care Facilities with 20 or more beds

Where there are vacancies due to short term absences in acute/long term care facilities of 20 beds or more the Employer will replace those vacancies.

On some occasions a nurse on a short term absence may not be replaced if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

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

The Employer will replace absences using the following:

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

Acute/Long Term Care Facilities with less than 20 beds

Where there are vacancies due to short term absences in acute/long term care facilities of less than 20 beds, the Employer will make all reasonable efforts to replace those vacancies.

On some occasions the Employer may not be required to make all reasonable efforts to replace those vacancies if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

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

The Employer will make all reasonable efforts to replace absences using the following:

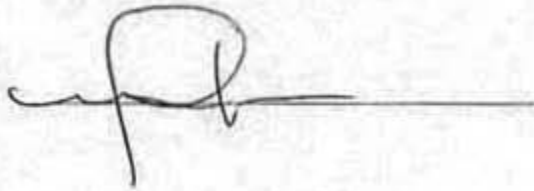
- a) Casuals,
- b) Regular part time
- c) Float pools

- d) Redeployment of other nurses if circumstances permit
- e) Regular full-time

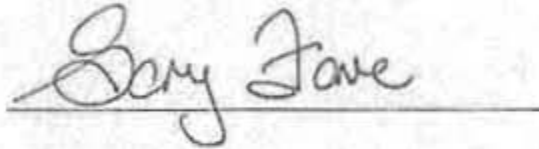
This proposal is subject to the parties achieving a ratified agreement.

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a horizontal line extending to the right.

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

A handwritten signature in black ink that reads "Gary Jave" in a cursive style, positioned above a horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

Memorandum of Understanding – In-charge nurses

The parties agree that it is desirable to develop provincial educational standards for in-charge nurses in order for them to provide consistent, supported front-line leadership at the worksite. Such educational standards would include but not be limited to:

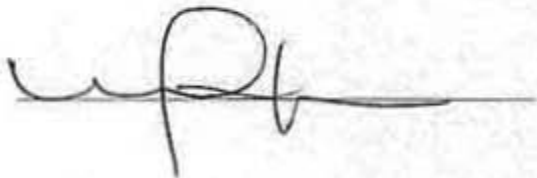
- Facilitating the effective utilization of staff;
- Monitoring overall patient care needs;
- Assessing whether circumstances require calling in staff;
- Providing leadership on the unit and utilizing available resources for support.

To that end, the parties agree to jointly develop program(s) to implement such educational standards at the local level. This will begin within 90 days of ratification of the Collective Agreement and the program will be ready for rollout within 12 months thereafter.

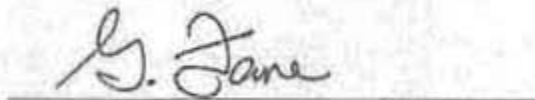
With respect to program development, each party will be responsible for paying their own costs related to this endeavour.

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Replace the current Article 59 with the following:

Article 59 Professional Responsibility Clause

In the interest of safe patient/client/resident care and safe nursing practice, the parties agree to the following problem solving process to address nurse concerns relative to patient/resident/client care including:

- (A) nursing practice conditions
- (B) safety of patients/clients/residents and nurses
- (C) workload.

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

All matters pertaining to any issues submitted on a Professional Responsibility Report Form shall be kept internal to the parties involved in Article 59 processes until the process described in this article has been fully concluded.

59.01 The nurse(s) with a concern may document on a Professional Responsibility Form (PRF) their concern and will discuss the matter with their excluded manager, or excluded designate with the objective of resolving the concern. The -nurse(s) may be accompanied by a steward. The preferred method for this discussion is face to face, but may also take place via telephone, video-conferencing or email where necessary. This will occur within 72 hours of the nurse(s) identifying the concern. Within 72 hours of the above noted meeting, the excluded manager will provide the nurse with an outline in writing of actions to be taken.

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

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

Composition of the Committee:

- (A) Standing Members:
 - (1) one member appointed by the NBA
 - (2) one member appointed by the Employer

- (B) Ad Hoc Members:
 - (1) the nurse(s) with the concern
 - (2) a Union steward
 - (3) the immediate supervisor
 - (4) the excluded manager of the unit

59.04 Members of the committee shall have access to documents and data as may be necessary to assist in satisfactory resolution of the nurse(s)' concerns.

59.05 A meeting of the Committee shall be held within fourteen (14) calendar days of receipt of the PRF. The PRF Committee will have thirty (30) days following the meeting to attempt to resolve the identified concern(s) and to submit a final written report to the nurse(S) and the Union identifying the actions to be taken and the timeline for implementation.

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

- a) A Senior Review Committee ("SRC") shall be established at each Health Authority/Providence Health Care consisting of the Health Authority's/Providence Health Care's Chief Operating Officer (or functional equivalent) or the Chief Nursing Officer (or functional equivalent), and one senior representative appointed by the Union.

- b) If the-concern(s) is not resolved at the PRF committee level or the identified actions are not taken, the Union may refer the matter to the SRC within seven (7) calendar days of receipt of the PRF Committee final Written report or of the failure to implement the report.

- c) The SRC will review the matter, including having access to data and documents as necessary, and will issue recommendations in a written report to the Union and the respective Health Authority/Providence Health Care within 60 days of referral.

- d) Recommendations that are unanimous will be binding and will be implemented by the parties.

- e) Recommendations that are not unanimous will not be binding but will be detailed in the written report issued to the Union and the Health Authority/Providence Health Care for further consideration.

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

- a) If the concern(s) is not resolved to the Union's satisfaction, it may refer the matter to the Board of Directors (or functional equivalent) within seven (7) calendar days of receipt of the PRF Committee final written report: The Union may make a written submission and/or a verbal presentation. All parties shall receive copies of any submission or documentation that may be provided to the Board.
- b) The Board of Directors (or functional equivalent) will review the submission and/or hear the verbal presentation at their next regularly scheduled board meeting and shall respond in writing to the Union within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.

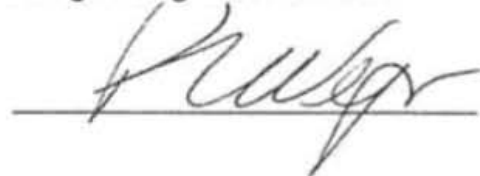
59.08 If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel are on the premises or otherwise immediately accessible to the employee in person or by telephone, the Registered Nurse or Registered Psychiatric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

All of which is agreed this Monday, September 25, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses Bargaining Association



Tabled Sept 25/12

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

NBA Proposal

Memorandum of Agreement - Transition to the 37.5 hour work week

During collective bargaining the parties agreed to a 37.5 hour work week as part of a number of initiatives put in place to address the issues of workload and job security for nurses.

The Employer agrees that this will not result in any layoffs of nurses and will be done in a manner that minimizes the impact of these changes on individual nurses' employment and security.

It is recognized that in many areas it will be necessary to revise the master rotations in order to implement the 37.5 hour week. The parties commit to work together to ensure a smooth transition as a result of changes to rotations due to the increased hours of work.

In order to minimize impact of the transition to the 37.5 hour week on units/wards/programs, the Employer agrees to:

- consider the following: *upf*
9/25
- Regularization of casual and overtime hours (part time or full time basis) including creating built in vacation relief or float positions.
 - Use of current vacancies to maintain current part time employee's hours of work.
 - Offer job shares as per Appendix AA.
 - Other options as mutually agreed between the Union and the Employer.

The Employer and the Union agree to develop a process to expedite the building of the rotations and/or schedules.

Sept 25/12



This proposal is subject to the parties achieving a ratified agreement

Memorandum of Understanding

Between:

Ministry of Health ("MOH")

And:

Health Employers Association of BC ("HEABC")

And:

Nurses Bargaining Association ("NBA")

Re: Community Health Nursing - Review of Assessment Systems

Preamble

Over the past decade, a number of electronic tools have been developed and implemented that assess the quality of a client's life to standardize services to clients and their families who utilize BC's health care system.

Nurses working in community-based services are responsible for performing these assessments using multiple electronic tools to collect data. These nurses frequently experience the assessment systems as overly complex and having an effect of reducing the time that they have available to directly interact with and provide care to clients.

The parties recognize that a review of the current systems will enable improvement of assessment systems and of the ability of nurses working in the community to provide quality care. As reflected in the presentation by BCNU representatives, Helen Ho, Annemarie Plumridge, Rhonda Croft, Kath-Ann Terrett and Karis Velma, on March 23, 2012, the goal is to improve the assessment system by reducing time spent on documentation (electronic and paper) thereby allowing for increased direct interaction with clients and their families..

1. MOH has agreed to undertake a comprehensive review of the current systems with an objective of enabling nurses and others increased opportunities for interaction with clients and their families.
2. The review will commence immediately upon signing of this Memorandum and will involve the creation of a tri-partite Steering Committee with representatives from MOH, health employers, HEABC and the NBA. Lean methodology will be utilized to ensure consultation with community-based nurses at the point of care, managers and others as determined by the Steering Committee. The shared objective is an improved the assessment system and increased opportunities for nurses and others for direct interaction with clients and their families.

3. The Steering Committee will report to the responsible Associate Deputy Minister no later than January 15, 2014 with recommendations for improving the current assessment systems, and reflecting the consultation, unless another date is agreed to by the steering committee and to take the necessary measures to implement those recommendations that MOH determines will most effectively serve the needs of clients and their families.

Dated: September 25, 2012

BCNU 

HEABC 

MOH _____

JOB SECURITY

2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Memorandum of Understanding – Job Security

Training

A displaced employee who elects to fill an unfilled vacancy pursuant to Article 19 will be provided education/training to become capable and qualified to fill that unfilled vacancy to the extent that the Employer would otherwise train an employee for the vacancy.

Article 35.03(E) will apply.

The Employer will utilize the displaced employee in a nursing position while she is awaiting training and the employee will receive the same FTE and hourly wage rate as she held at the time of displacement.

Displaced employees who elect lay-off will not be eligible for the above training.

Nothing in this MOU modifies or alters the Employer's existing selection processes for speciality training opportunities.

The Employer may access any provincial training or education funds, current or future.

Dispute resolution process regarding displacement options

Where displaced employees are not permitted to fill a vacancy, unfilled vacancy, or bump into a position because the Employer deems them to not have the capabilities and/or qualifications for that position, the Union will have the right to refer the matter to the local senior human resources designate within five (5) calendar days of the Employer decision that the employee is not qualified.

The local senior human resources designate will respond within five (5) calendar days of the referral.

In the event that the local senior human resources designate deems that the employee does not have the capabilities and/or qualifications necessary for the position, the Union may refer the matter to arbitration within seven (7) days. If the matter is not referred within seven (7) days it will be considered abandoned unless the parties agree in writing to waive the seven (7) day time limit.

The matter will be heard within ten (10) days of the referral by a mutually agreeable arbitrator.

Matters referred under this process are exempt from the grievance procedure steps set out in Article 9.02.

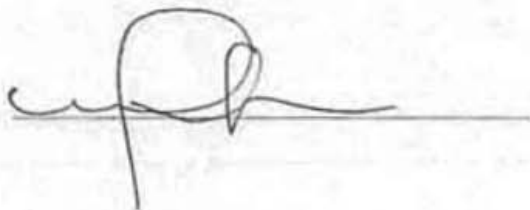
While the dispute remains unresolved, the Employer will utilize the displaced employee in the next option identified in the displacement process that the Employer deems the employee to be qualified and capable to perform. If that is not possible, the Employer will utilize the displaced employee in another nursing position. While the dispute remains unresolved, the employee will receive the same FTE and hourly wage rate as she held at the time of displacement.

This proposal is subject to a satisfactory solution to the employer's proposal in relation to Article 17.05.

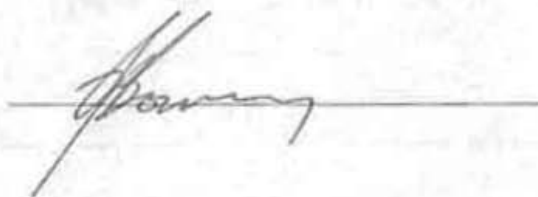
This proposal is subject to ratification.

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, consisting of a large, stylized 'H' followed by a cursive flourish, positioned above a horizontal line.

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

A handwritten signature in black ink, appearing to be 'J. Brown', positioned above a horizontal line.

2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

MOU - Maintenance of Straight-Time Paid Hours of Nurses

HEABC will provide the NBA with the total number of straight-time paid hours, of the nurses in the health sector for the calendar year 2012, 2013, 2014, and 2015. This information will be provided to the NBA for each calendar year by July of the following year.

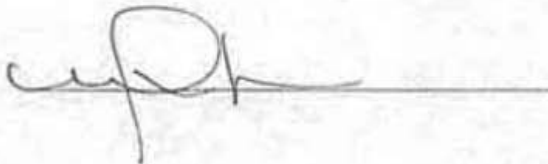
For the term of the Collective Agreement, the total number of straight-time paid hours of nurses in the health sector will be no less than the total number of straight-time paid hours of nurses in 2012.

HEABC will also provide the NBA with the number of FTEs broken down by FT, PT and casual, and the number of overtime hours, of nurses in the health sector for the calendar year 2012, 2013, 2014, and 2015.

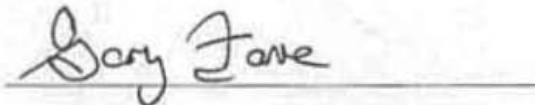
This proposal is subject to the parties achieving a ratified agreement.

All of which is agreed this Sunday, September 23, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Baseline Staffing Information

The Employer will provide the union with copies of the baseline staffing levels, the regular FTEs and total casual hours for all units/wards/programs by March 31, 2013. This data shall also be provided on an annual basis thereafter.

If the Union has questions or concerns regarding the baseline staffing levels, the appropriate senior staff from the Employer will meet with the appropriate senior officers of the Union to discuss the issues.

This proposal is subject to the parties achieving a ratified agreement.

All of which is agreed this Saturday, September 15, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

11.03 Regular Part-Time Employees

11.03 Regular Part-Time Employees

(A) Definition

Regular part-time employees are those who are regularly scheduled to work a minimum of ~~fourteen point four (14.4)~~ fifteen (15) hours or equivalent per week but less than the full hours as provided in Article 26.01 Hours of Work.

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

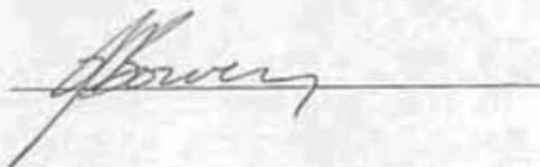
The effective date for this provision is the same as the effective date for the 37.5 hour work week.

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Appendix:

Appendix H - Laid off Employees and External Health Authority Vacancies

Health Authorities commit to provide laid off employees within the ~~geographic region of the Health Authority~~ health sector who have exhausted their Article 19 rights, with placement into external Health Authority vacancies or, if required, appropriate orientation and education for the scope of practice necessary for safe practice in the acute or community setting.

The parties agree to jointly develop guidelines that will maximize opportunities for laid off nurses through orientation and/or education for those employees.

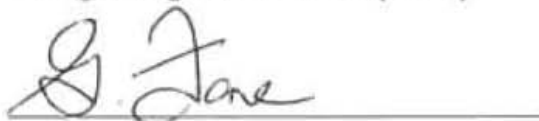
This process may be enabled through access to the Training/Education Partnership Fund.

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC:



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



MONETARY-NEW MONIES

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Appendix:

Appendix X – Letter of Understanding New Graduates: Mentorship Program

~~Health Authorities/Providence Health Care~~ Employers and employees may, at the local level, agree to implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".

The program will include newly graduated RNs and RPNs.

If the Health Authority/Providence Health Care decides to implement this program, it will be implemented on a health authority wide basis. All new graduates hired at that time will be hired under this program. The Health Authority/Providence Health Care will determine the number of new graduates to hire and will notify the NBA.

The new graduates will be hired as casual employees and will be given temporary full-time/part-time assignments for ~~up to the twenty-four (24) to thirty-six (36) fifteen (15)~~ weeks of the Mentorship Program. Employees in such assignments will be treated as a regular employee for the duration of the assignment. Article 17.03 shall not apply to such assignments.

Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period.

Each new graduate will have extra "orientation" of four full shifts with a buddy, except where a new graduate's preceptorship has been on the same unit.

Any new graduate mentorship programs of 24 weeks or longer will be covered by this memorandum.

All of which is agreed this Thursday, September 20, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement
NBA PROPOSAL

Amend language to add new Provincially legislated Paid Holiday:

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

All of which is agreed this Thursday, September 06, 2012.

Signed on behalf of the HEABC

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





CONSOLIDATION OF CERTIFICATIONS

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Appendix:

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Appendix:

Appendix - Consolidation of Certifications

This agreement applies to all Health Authorities and Providence Health Care. All provisions of the Collective Agreement continue to apply except as herein modified. Each Health Authority/Providence Health Care will create and maintain one merged dovetailed seniority list covering all members of the NBA employed within the Health Authority/Providence Health Care.

The consolidation of seniority lists will be completed nine (9) months following the date of ratification and will be implemented the following pay period (the "implementation date").

Each Health Authority/Providence Health Care is deemed to be the Employer for the Collective Agreement.

The parties agree to facilitate the creation and administration of single seniority lists as follows:

A) Status

1. Each employee shall be restricted to one status: regular full-time, regular part-time or casual effective the date of implementation.
2. Regular part-time employees may hold positions at up to two worksites provided the employee's multiple positions do not exceed a total of 1.0 FTE. (Subject to B13a below)
3. Employees who have regular and casual status at different worksites, shall inform their Health Authority/Providence Health Care no later than ninety (90) days prior to the implementation date of which status they wish to maintain and which they wish to relinquish.

B) Seniority and Benefits

1. Each Health Authority/Providence Health Care is deemed as the successor Employer to the previous Employers within each individual Health Authority/Providence Health Care.

2. All individual seniority lists for each Health Authority/Providence Health Care will be merged into one new NBA single seniority list covering all employees under the Collective Agreement for that Health Authority/Providence Health Care on the implementation date. This will be done by "dovetailing" on the basis of overall seniority accumulated at all work locations within the Health Authority/Providence Health Care. "Dovetailing" means placing employees on a list in descending order of seniority.
3. Employees who are registered in multiple seniority lists prior to the implementation date, will receive the total seniority earned at all worksites to a maximum of 1.0 FTE.
4. Employees who have multiple benefit/seniority entitlement dates will retain their most favourable entitlement date on record. The application of this provision shall not result in a benefit entitlement that exceeds their most favourable entitlement on record.
5. Regular employees working 1.0 FTE or less, and casual employees, will continue to accrue seniority and benefit in accordance with the Collective Agreement.
6. Employees with multiple regular positions shall receive the aggregate total of sick leave and special leave banks not to exceed the maximum entitlement(s) in the Collective Agreement.
7. Employees with multiple regular positions will continue to accrue vacation credits based on total straight time hours worked in those regular positions in accordance with the Collective Agreement.
8. Employees with multiple regular positions will contribute to the applicable pension plan in accordance with the Collective Agreement and the rules of the applicable pension plan.
9. Employees required to relinquish position(s) under Clause B13a shall have the vacation associated with the relinquished position(s) either paid out or scheduled as paid vacation, at the employee's choice, on a one time basis.
10. Employees who have multiple benefit plans will be informed of single plan coverage and receive coverage under one health plan, with the exception of existing LTD claimants. Existing LTD claimants will continue to be covered by the applicable LTD plan in effect as at the time of injury or illness. The application of this provision shall not result in an improved benefit entitlement.
11. Employees will receive payroll information used to create an adjusted seniority date and/or benefit entitlement. The NBA will be provided with this information (60) sixty days prior to implementation.
12. To the extent that a Health Authority/Providence Health Care does not already have a merged seniority list, the following will apply to fully complete the merger:
 - a) Nine (9) months following the date of implementation, an employee may have multiple positions that total more than 1.0 FTE. No later than nine months following the date of implementation (or another mutually agreed upon date), the employee must relinquish position(s) until the FTE of the position(s) they hold is/are equal to or less than 1.0 FTE.
 - b) The employee will identify the relinquished position to the employer no later than 6 months after the date of implementation.
 - c) Paid hours for employees working at multiple worksites will not be combined for overtime calculation purposes for nine (9) months following the date of implementation. If a Health Authority/Providence Health Care has a partially merged seniority agreement within a DSLA area, this provision does not apply within that

DSLA but does apply within the Health Authority as a whole.

- d) During the 9 month period following implementation, employees who have two or more positions will continue to be paid the rates and increment steps associated with each position. After that period, regardless of whether the employee is required to make a selection under 13(a) or whether they will continue to have multiple positions that do not exceed 1.0 FTE, the following principles will apply in determining the employee's increment step:
1. Employees with multiple positions in the same classification will receive the highest of the applicable increments earned;
 2. Employees with multiple positions in different classifications will receive the most favourable increment taking into account their experience and service with the Employer and which is consistent with the collective agreement.

C) Vacancy Posting

1. Each Health Authority/Providence Health Care will post vacancies at each work location within the Health Authority/Providence Health Care, in accordance with Article 17, and all employees of that Health Authority/Providence Health Care shall be entitled to apply in accordance with Article 18. Multi-site postings shall specify the home work location for the position.
2. Employees are not eligible for relocation expenses where they post or access work across work locations.

D) Displacement Options

Displacement options will be as set out in the new Article 19, and which is set out in an Appendix entitled "New Article 19".

E) Implementation

1. NBA and HEABC (on behalf of the Health Authority/Providence Health Care) will make a joint application to the Labour Relations Board to ensure that this Agreement is reflected in the Consolidated NBA Certifications.
2. Any dispute arising out of the interpretation or implementation of this Agreement shall be referred to arbitration.

F) Union Representation

1. Bargaining agent representation will continue to apply following the implementation date.
2. Employees transferred/appointed/promoted to a position at a different work location will be represented by the bargaining agent certified to represent the work at that work location.

G) Collective Agreement

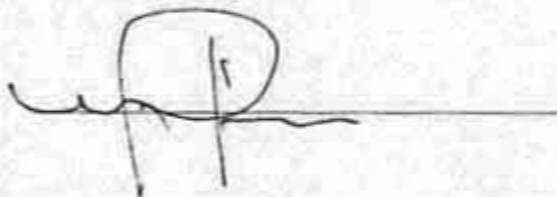
1. This Agreement shall not be used to interpret any aspect of the Collective Agreement
2. Any memorandum with the Health Authority/Providence Health Care and the NBA and/or its constituent unions covering items set out in this Agreement shall be modified and replaced by this Agreement, unless otherwise agreed, by the implementation date.

H) Consequential Amendments

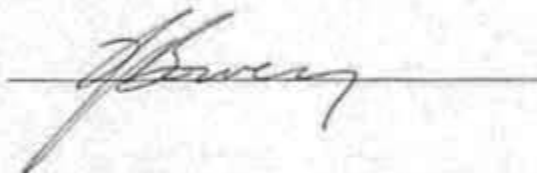
1. Consequential amendments will be made to the Collective Agreement as necessary.

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:

A handwritten signature in black ink, consisting of a large, stylized 'H' and 'A' followed by a horizontal line.

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

A handwritten signature in black ink, appearing to be 'J. Brown', followed by a horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Appendix:

Appendix ? : New Article 13: Seniority

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

13.01 Definition

(A) Regular Employee

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

(B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1879.2 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within 30 calendar days shall retain her seniority accrued as a regular employee.

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

- (i) is entitled to seniority credit in the regular position for the total number of hours worked as a casual at all worksites of a health care employer signatory to the Nurses' Provincial Collective Agreement up to a maximum of the annual full-time equivalent 1879.2 hours per year; and
- (ii) the casual seniority hours worked at all worksites referred to in (i) above will be voided.

13.02 ~~Worksite Portability of Seniority~~

Seniority relates to worksite seniority with the Employer and is not portable with the exception of 13.03, 13.04 and 51.02(H), or when an employee is transferred according to Section 4 of the Health Authorities and Social Service Delivery Improvement Act.

13.03 ~~Dovetailed Seniority~~

~~Within the five Regional Health Authorities, when employees are exercising displacement or recall rights, seniority relates to dovetailed seniority within the Dovetailed Seniority List Area (DSL) as described by decision B274/2002 of the Labour Relations Board of British Columbia and as listed below:~~

- ~~1. Vancouver Coastal Health Authority~~
- ~~2. South Vancouver Island Health Service Delivery Area~~
- ~~3. Central and North Vancouver Island Health Service Delivery Areas~~
- ~~4. Simon Fraser and South Fraser Health Service Delivery Areas~~
- ~~5. Fraser Valley Health Service Delivery Area~~
- ~~6. East Kootenay Health Service Delivery Area~~

- ~~7. Kootenay/Boundary Health Service Delivery Area~~
- ~~8. Okanagan Health Service Delivery Area~~
- ~~9. Thompson/Cariboo Health Service Delivery Area~~
- ~~10. North East Health Service Delivery Area~~
- ~~11. Northern Interior Health Service Delivery Area~~
- ~~12. North West Health Service Delivery Area~~

~~The above list is included for clarification only and is subject to change by legislation, LRB decision, or mutual agreement.~~

~~13.04 Accommodation of Seniority~~

~~An employee can transfer seniority from one worksite of an a Health Authority to another worksite of the same Health Authority in the following circumstances:~~

- ~~1. when an employee is transferred according to Section 4 of the Health Authorities and Social Service Delivery Improvement Act;~~
- ~~2. when a displaced employee moves to a vacancy at another worksite [refer to 19.01(B)(2)];~~
- ~~3. when a displaced employee bumps to another worksite; and~~
- ~~4. when a displaced employee joins a casual list at another worksite.~~

~~13.053 Seniority – Maintained and Accumulated~~

~~Seniority shall be maintained and accumulated under the following conditions:~~

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

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

~~13.064 Employment in Excluded Positions and Within Other Bargaining Units~~

- ~~(A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.~~
- ~~(B) An employee temporarily substituting in an excluded position or within another bargaining unit, shall continue to accumulate her seniority.~~

~~13.075 Merged Seniority Lists~~

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

~~13.086 Seniority Lists~~

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

The seniority list shall contain the following information:

- (i) name;
- (ii) status (regular full-time, regular part-time, casual);
- (iii) wage schedule classification;
- (iv) start date;
- (v) total hours for casuals;
- (vi) job titles;
- (vii) worksite;
- (viii) Social Insurance Number (subject to (B) below).

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

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

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

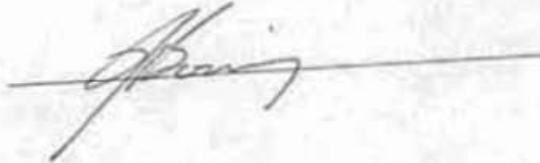
- (C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Appendix:

Appendix ? : New Article 19: Layoff and Recall

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

~~Provisions of this Article (and Article 13) based on decisions B232/2002, B274/2002 and B8/2003 of the Labour Relations Board of British Columbia are included for clarity only and are not intended to either expand or restrict the rights provided by those decisions.~~

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

19.01 Displaced Employees

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

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

(A) Notice to the Union

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

(B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies within their worksite, a list of unfilled vacancies within the respective Employer Dovetailed Seniority List Area (DSL), a current union seniority list for the worksite (see Article 13.075) as well as a ~~dovetailed~~ seniority list for the respective Employer, Dovetailed Seniority List Area (where appropriate) of those employees with less than seven (7) years seniority, and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 19.01(B) above, of the position they have chosen under Article 19.01(B)(1) ~~or Article 19.01(B)(2) or Article 19.01 (B) (3) (2) (c).~~

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable worksite bump is available per Article 19.01(B)(3)(2)(c) prior to that time, the displaced employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 19.01 (B)(3)(d).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions: ~~at their worksite (the worksite restriction is not applicable to existing local agreements, multi-site Employers with merged seniority lists, or to community nurses bumping within or between programs) or DSLA as appropriate under Article 13.03.~~

(1) **Vacancies**

- (a) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for 2 months prior to the issuance of displacement notices.
- (b) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted, or unfilled vacancies that have been previously posted and gone unfilled. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

(2) **~~Unfilled Vacancies~~**

~~Where appropriate under Article 13.03, displaced employees shall have access to unfilled vacancies that have been previously posted and gone unfilled within their DSLA. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.~~

~~The four Health Authorities whose dovetailed seniority lists are less than authority-wide may nonetheless choose to offer unfilled vacancies to displaced employees on an authority-wide basis.~~

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

(3)(2) **Bumping**

(a) Displaced employees can elect to bump to a position in line with seniority (subject to (2)(3)(b) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.

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

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

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

(c) **Worksite Bumping**

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

(d) DSLA Bumping outside of the worksite, where applicable

(i) Should a displaced employee not be able to bump into a position that is comparable, and they do not volunteer to bump into a non-comparable position, they will be deemed to have exhausted their bumping options at the worksite and may exercise

their bumping rights, as above, at other Employer worksites, within the DSLA where appropriate under Article 13.03.

(ii) A comparable position will be defined as a position that is:

- (a) Within a field of practice sharing a common clinical focus (e.g. medical, surgical, extended care, intensive care, psychiatric care, etc.) with the employee's pre-displacement field of practice;
- (b) +/- 0.2 FTE of the employee's pre-displacement FTE; and
- (c) Does not require the employee to change their status.

~~(iii) An employee exercising bumping rights within the DSLA may bump an employee occupying a comparable position with less than seven (7) years seniority or may choose to bump into a non-comparable position held by an employee with less than seven (7) years seniority.~~

~~(iv) Should the employee exercising bumping rights within the DSLA not have any comparable bump options with less than seven (7) years of more seniority on the detail seniority list at the worksite chosen by the employee.~~

~~(v) Should no comparable position be available for the displaced employee within the DSLA, the employee may bump into the most junior position held by an employee at the worksite chosen by the employee.~~

(4) **Lay-off**

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

(5) **Access to Casual Work**

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

(6) **Severance Allowance**

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

(C) **Displacement Processes**

(i) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.

(ii) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative options for the senior employee.

(iii) An employee selecting or bumping into a position under Article 19.01(B)(1) ~~or~~ 19.01(B)(2) ~~or~~ 19.01(B)(3) shall be considered a qualifying employee pursuant to Article ~~18.04~~ 18.03 and shall be entitled to orientation as specified in Article ~~18.05~~ 18.04. If the employee is found to be unsatisfactory in the qualifying period, she shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, she shall be laid off.

(iv) Any change in position under Article 19.01(B)(3) ~~(2)~~ shall not result in a promotion unless agreed upon between the Union and the Employer.

(v) A displaced employee filling a lower rated position under 19.01(B)(1) ~~or~~ (2) ~~or~~ (3) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump or fill a lower rated position under 19.01(B)(1) or (2) rather than

accepting a vacancy or unfilled vacancy within their own classification at their worksite or within their geographical area, which they are qualified and capable to perform. Such employees shall assume the rate of pay of the lower rated position into which they bump.

- (vi) "Geographical Area" means a worksite located within 50 kilometers of the employee's originating worksite.

[19.02 and 19.03 remain unchanged]

19.04 Recall

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

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

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

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

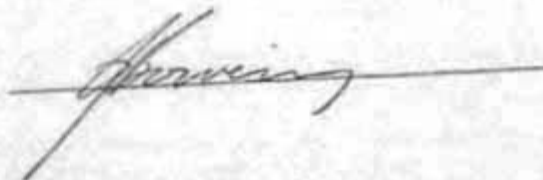
- (C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- (D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 17.01. No new employee nor casual employee shall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

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:



Signed on behalf of the Nurses
Bargaining Association (NBA)



VIOLENCE PREVENTION & SAFETY

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 32.03 Safe Workplace

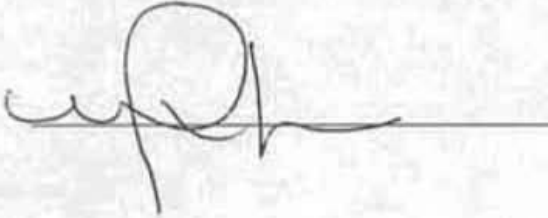
32.03 Safe Workplace

- (A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- (B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- (C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- ~~(D)~~ Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given time off from work without loss of pay to attend, or be paid at the applicable rate of pay.
- ~~(D)~~(E) The Employer will provide orientation, and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products.
Nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population shall also be provided with orientation, job shadowing, and/or in-service where necessary for a minimum period of three (3) weeks, including:
- job shadowing with an experienced nurse,
 - familiarization with available patient resources,
 - development of environmental assessment skills,
 - familiarization with client population,
 - development of appropriate care plans, and
 - ground rules for safe visitation of clients.
- The Employer will also make readily available ongoing and updated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

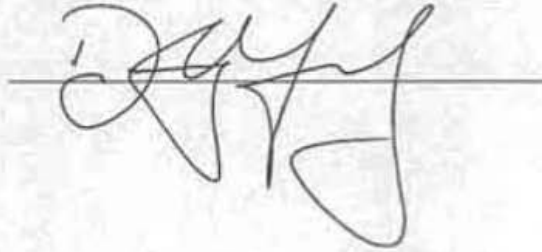
(F) The Health Authorities and Providence Health Care agree to provide to employees violence prevention training based on the program that was designed by the Provincial Violence Prevention Steering Committee. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02.

All of which is agreed this Sunday, September 02, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, consisting of a large, stylized 'H' followed by a horizontal line and a small flourish.

Signed on behalf of the Nurses Bargaining Association (NBA)

A handwritten signature in black ink, featuring a large, stylized 'N' followed by a horizontal line and a large, looped flourish.

UNION LEAVE

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 44.01 – Union Leave

44.01 Union Leave of Absence

An employee on an unpaid Union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.

Where there are less than 15 regular employees at a workstation worksite at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to one employee for the purpose of conducting Union business. This would be an additional person on Union leave at worksites where the position of the Union President or Council member has been backfilled for the duration of their term of office.

Within 14 days of the leave request being made, the Employer shall grant a leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

- (A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
- (B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
- (C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
- (D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.
- (E) selected by the Union or its members as a delegate to attend regional Bargaining Conference.
- (F) appointed or elected to special or standing committees of the Union or for the purposes of conducting Union business. ~~A leave of absence granted to members to attend regular or special meetings of such committees under this category~~ shall be subject to the operational requirements of the worksite.
- (G) union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37.

- (H) an employee who holds the position of full-time president or Council members with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

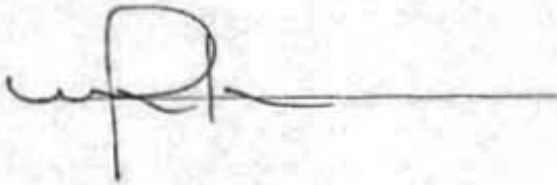
Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

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

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

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:

A handwritten signature in black ink, appearing to be 'M. P.', written over a horizontal line.

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

A handwritten signature in black ink, appearing to be 'J. Brown', written over a horizontal line.

CASUAL EMPLOYEES

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 11.04 - Casual Employees

11.04 Casual Employees

(A) Definition

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

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

(B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. ~~Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.~~

~~Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.~~

(C) Letter of Appointment

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

The Employer may require a casual employee to work a minimum of 225 hours over a twelve (12) month period, in which case this minimum shall be outlined in the letter of appointment, and (C)(4)(a) shall apply.

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

(2) **General Availability**

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

Casual employees who are not offered 225 hours over a twelve (12) month period within their agreed upon availability are not required to meet the minimum standard.

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

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

(a) ~~Notwithstanding the above, Except as noted in (C)(3)(b), all casual employees shall provide for each month monthly availability schedules in writing (or by an alternative method contemplated in (E)(1)(7)) to the Employer no less than fourteen (14) days. These schedules must be provided by the first day of the month prior to the start of the following month, and must indicate the shifts and days when they are not available, if that availability differs from their stated availability for the previous month.~~

(b) During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

- (c) The Employer may offer casual employees the opportunity to provide their availability and book shifts as far as six (6) months in advance in writing (or by using an alternative method contemplated in (E)(I)(7)).
- (d) The Employer is not required to call casual employees who do not provide their availability as required in (C)(3)(a).
- (e) The Employer is not required to call casual employees for shifts for which they have indicated they are not available.

(3) **Short-Term Availability**

~~Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.~~

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

- (a) Where the Employer requires a casual employee to work a minimum of 225 hours in a twelve (12) month period, the following shall apply:
 - (i) If the employee has worked less than 112.5 hours in the six (6) month period following the employee's start date, and any six (6) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked, and further advise that if the employee does not work the required minimum of 225 hours over the applicable twelve (12) month period or provide a bona fide reason for not doing so, then they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union.
 - (ii) If the employee has worked less than 225 hours in the twelve (12) month period following the employee's start date, and any twelve (12) month period thereafter calculated from that start date, the Employer shall issue a letter to that employee which shall state the number of hours the employee has worked in the preceding twelve (12) months and that, unless the employee provides a bona fide reason for not working the required minimum within 30 days of receipt of the letter, they will be removed from the casual register and their employment will end. This letter will be sent to the employee by registered mail at their last known address and will be copied to the Union, and will be deemed to be the notice to the Union described in Article 15.04.

(iii) If the casual employee appears on more than one casual register with an Employer and has not worked any hours within a twelve (12) month period on one or more of those casual registers, the Employer shall send a letter by registered mail to that the employee's last known address advising that they will be removed from those casual register(s) where they have not worked unless they provide a bona fide reason for not accepting work within 30 days of receipt of the letter. The letter will be copied to the Union.

(b) Where the Employer declines to require a casual employee to work a minimum of 225 hours over a twelve (12) month period, the following shall apply:

(i) Where a casual employee has not accepted any work for a period longer than three (3) months, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

(ii) Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list register.

(iii) If the casual employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with their availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies.

(4)(5) New Qualifications

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

(5)(6) Orientation

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

(D) Casual Register

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

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

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

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

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

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

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

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

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

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

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

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

(6) **Telephone Call-In**

~~(a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C)(3) above.~~

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

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

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

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

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

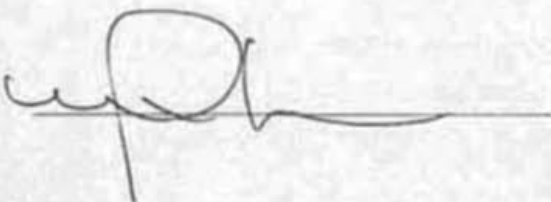
This alternative process may put the onus on the employee to respond to posted schedules or circulated offers of work within a set time period which will be specific to the alternative process used. By mutual agreement which shall not be unreasonably withheld, the Employer and the Union will determine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

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

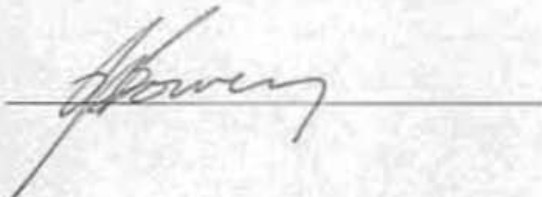
- (II) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E)(I) by the Employer.
- (III) Straight time casual work that has been offered and accepted cannot be cancelled by the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control.)

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 11.04 (D) – Casual Register

(D) **Casual Register**

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

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

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

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

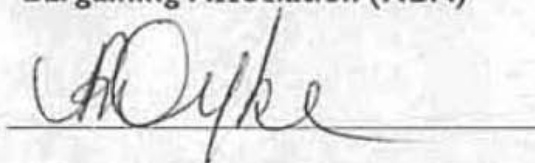
- (2) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed wards, units and programs in which the casual employee will work.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

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Appendix:

Appendix - Casual Employees - One Time Deletion

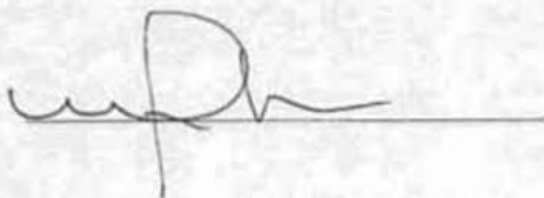
On a one-time basis and within six (6) months of the date of ratification, the Employer will be entitled to delete a casual employee from a casual register where that employee has not worked any hours in the twelve (12) months prior to the date of the letter referenced below.

The Employer will send a letter by registered mail to the casual employee at her last known address stating that the employee has not worked in the last twelve (12) months, and providing the employee with an opportunity to respond within 30 days with a bona fide reason for not accepting work. This letter will be copied to the Union. If the employee does not respond within 30 days, or does not provide the employer within 30 days with a bona fide reason for not accepting work, the employee will be deleted from the casual register.

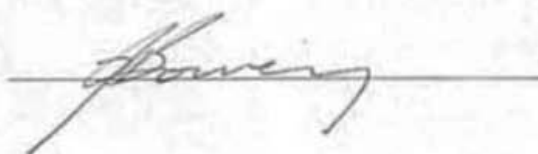
If this one-time deletion causes the employee to be deleted from all casual registers on which that employee appeared, then the employee's employment will end, and the letter referenced above will be considered effective notice pursuant to Article 15.04.

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:



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



CLASSIFICATION ISSUES

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Memorandum of Understanding – Qualification Review Committee

During bargaining, the NBA raised a number of concerns relating to the qualifications that are established for various nursing jobs in the health sector. These concerns ranged from the reasonableness and relevancy of qualifications contained on job descriptions to the inconsistency in the qualifications established for very similar jobs across Health Authorities/ Providence Health Care.

In response to these concerns, the parties agree to establish a Qualifications Review Committee to review qualifications across the Health Authorities/ Providence Health Care and provide a report of its findings to the parties prior to September 1, 2013. The NBA and HEABC will identify the representatives that will participate on this Committee within 30 days after ratification. Representation will include the NBA, HEABC and Health Authorities/ Providence Health Care.

The focus of the review will be on acute based jobs and other non-acute jobs that cover a significant number of employees. A priority area for the Committee will be general duty jobs that do not have an associated speciality training course. The purpose of the review is to identify:

- the range of jobs in a particular service/program area and the range of qualifications associated with these jobs, and
- the factors that are considered in relation to the establishment of the qualifications such as the nature of the job duties, patient population served, and the nature of the worksite where the work is performed, or any other such factors.

As part of this report the Committee will provide joint recommendations to the parties regarding any qualifications that the Committee considers to be not reasonable, relevant or consistent.

All of which is agreed this Thursday, September 20, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 21 - Creation of New Position

21.01 Employer Notice

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

21.02 Implementation

- (A) ~~The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer do so via the Job Classification Review Procedure. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.~~
- (B) **Job Classification Review Procedure**
- (i) ~~Where the Union has initiated the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representatives.~~
 - (ii) ~~Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B)(i), representatives of the Union and HEABC shall within twenty-eight (28) days consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.~~
 - (iii)(ii) ~~Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B) (iii) (i)) as the parties in determining the appropriate classification/wage level for the job in question.~~
 - (iv)(iii) ~~Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and the HEABC to present cases, and the award will be issued within~~

thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/wage level of the job.

- (C) ~~If the Union objects to the wage structure established by the Employer and by negotiation or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the employee's date of employment in the new position.~~

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, consisting of a large, stylized 'H' followed by a cursive 'EABC', written over a horizontal line.

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

A handwritten signature in black ink, appearing to read 'Tony Jave', written over a horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 22 - Change in Classification

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 61 and shall provide a copy of the new job description to the Union pursuant to Article 23.

22.02 Implementation

(A) ~~The Union will notify the Employer within forty-five (45) days of receipt of written notice whether the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer do so via the Job Classification Review Procedure. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.~~

(B) Job Classification Review Procedure

(i) ~~Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and her non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and her supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit her answer sheet and profile match to her respective Union and Employer representative.~~

~~(ii) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 22.02 (B)(i), representatives of the Union and HEABC shall within twenty-eight (28) days consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.~~

~~(iii)(ii) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be either John Kinzie, Joan Gordon, or other mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B)-(ii) (i)) as the parties in determining the appropriate classification/wage level for the job in question.~~

~~(iv)(iii) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives~~

of the Union and the HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.

- (C) ~~If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of the change in job content by the Employer.~~

22.03 Employee Grievance

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 22.02(B) above shall be utilized.,

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 23 - Job Descriptions

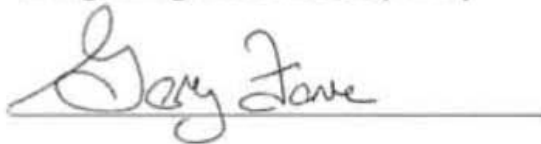
During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. ~~If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.~~

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a horizontal line.

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

A handwritten signature in black ink that reads 'Gary Love' followed by a horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 62 - Wage Schedules

Effective: April 2, 2010									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,681 29.89	4,859 31.03	5,041 32.19	5,219 33.33	5,401 34.49	5,581 35.64	5,763 36.80	5,932 37.88	6,145 39.24
Level 2	5,566 33.54	5,664 36.17	5,790 36.97	5,937 37.91	6,115 39.05	6,259 39.97	6,441 41.13	6,613 42.23	6,821 43.56
Level 3	5,927 37.85	5,970 38.12	6,085 38.86	6,242 39.86	6,432 41.07	6,583 42.04	6,764 43.19	6,934 44.28	7,147 45.64
Level 4	6,170 39.40	6,222 39.73	6,336 40.46	6,496 41.48	6,690 42.72	6,848 43.73	7,033 44.91	7,204 46.00	7,412 47.33

Special Wage Rate Schedule for Long-Term Care Case Managers & Pine Free Clinic Nurses Effective: April 2, 2010									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	4,955	5,151	5,346	5,537	5,733	5,921	6,106	6,273	6,485
Hourly Rate	31.64	32.89	34.14	35.36	36.61	37.81	38.99	40.06	41.41

Effective April 1, 2011									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,822 30.79	5,005 31.96	5,193 33.16	5,376 34.33	5,562 35.52	5,749 36.71	5,935 37.90	6,111 39.02	6,330 40.42
Level 2	5,733 36.61	5,835 37.26	5,963 38.08	6,115 39.05	6,298 40.22	6,447 41.17	6,634 42.36	6,812 43.50	7,027 44.87

Level 3	6,106	6,148	6,269	6,430	6,624	6,781	6,967	7,143	7,362
	38.99	39.26	40.03	41.06	42.30	43.30	44.49	45.61	47.01
Level 4	6,355	6,408	6,526	6,690	6,890	7,053	7,244	7,420	7,634
	40.58	40.92	41.67	42.72	44.00	45.04	46.26	47.38	48.75

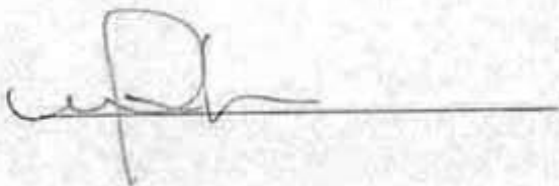
Special Wage Rate Schedule for Long Term Care Case Managers & Pine Free Clinic Nurses Effective April 1, 2011									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	5,104	5,306	5,506	5,703	5,905	6,098	6,289	6,461	6,679
Hourly Rate	32.59	33.88	35.16	36.42	37.71	38.94	40.16	41.26	42.65

Effective 30 days after ratification of the Collective Agreement, the 1.5 wage rate of pay under the Special Wage Rate Schedule as a result of Vince Ready's May 12, 1999 Arbitration award on the allocation of jobs under MOU #17 will no longer apply to the Long Term Care Case Manager position.

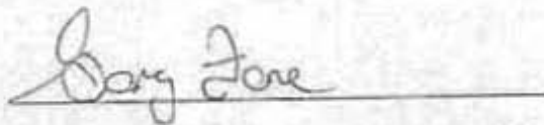
Unless otherwise negotiated, incumbents in the Long Term Care Case Manager position at the time of ratification will continue to receive wage increases.

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



Tabled Sept 25/12

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

NBA Proposal

MOU - Job Descriptions

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

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

Within 90 days of ratification, each Health Authority/Providence Health Care will begin a process of consolidating and reducing its job descriptions. By March 31, 2014, each Health Authority/Providence Health Care will have reduced its total number of job descriptions for nurses to no more than 60 ~~in the nurses sector to between 100 and 120~~ per Health Authority/Providence Health Care. Thereafter, the Employer will continue its efforts to reduce job descriptions.

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

Sept 25/12

BENEFITS

Health and Welfare Coverage Agreement

Between

Nurses Bargaining Association ("NBA")

And

The Health Employers Association of British Columbia ("HEABC")

The parties agree to the following changes to the Early Retirement Incentive Benefit

Notwithstanding the current ERIB provision contained in the Collective Agreement, the parties agree to enhance and support efforts to increase the uptake of Early Retirement Incentive Benefits (ERIB) by eligible employees

It is agreed that:

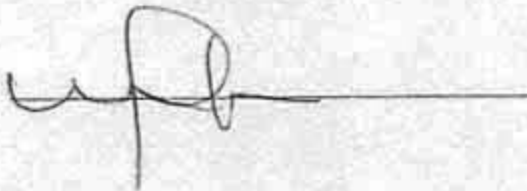
- The Union will be provided with the information necessary in order to contact potentially eligible employees, three months prior to their earliest possible eligibility.
- The Union will contact employees on the list referenced above to explain how the ERIB provision works and to encourage employees to provide the necessary authorization to determine their eligibility.
- Employees who apply for ERIB may choose to continue to maintain the Extended Health benefit plan (excluding MSP and Dental) coverage to age 65. The premiums will be cost shared by the employer and the employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis (see Appendix A, Section B, 5.2 and Appendix C Section 1 (B)).

In order to expedite the processing of ERIB applications, it is further agreed that ERIB packages will be prepared and sent out at least four times per year, timing to be determined by mutual agreement of the parties.

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

ARTICLE 46 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance

46.04 Dependents

An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is ~~listed on the employee's tax deduction return form (TD1) or who is~~ acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

OTHER COLLECTIVE AGREEMENT

2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 05.02 - 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 ~~-containing the names of the employees for whom the deductions were made and the amount of each deduction.~~ listing the first name, last name, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods.

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.

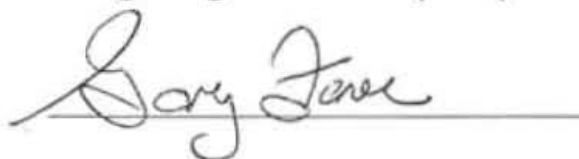
Deductions for levies and assessments shall be a percentage of wages.

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 13.08 - Seniority lists

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

The seniority list shall contain the following information:

- (i) name first name and last name;
- (ii) job status and posted FTE (regular full-time, regular part-time, casual);
- (iii) wage schedule classification;
- (iv) start seniority date;
- ~~(v) total hours for casuals;~~
- (v) seniority hours;
- (vi) job titles;
- (vii) worksite;
- (viii) Social Insurance Number (subject to (B) below).

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


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

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


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

All of which is agreed this Friday, August 31, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 9 - Grievances

9.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees and Application disputes under Article 9.03 or 9.07.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbitration within 90 days after the Employer designate's decision has been received.

Industry Troubleshooter

~~Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Provincial Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:~~

- ~~(A) investigate the difference;~~
- ~~(B) define the issue in the difference, and~~
- ~~(C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.~~

~~The above named troubleshooters will be used on a rotating basis at each Employer.~~

~~In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.~~

~~Failing settlement at this step, the grievance may be referred to arbitration.~~

9.03 Single Employer Policy Dispute

If a difference of a general nature arises between the Union or its members and a single Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the HEABC.

Where a Health Authority produces a written policy which has application throughout the Health Authority, a grievance regarding the policy may be filed at one worksite within the authority. If the grievance is resolved or arbitrated, the resolution reached will be binding on all Health Authority worksites.

If the grieved policy has limited application throughout the Health Authority, the Health Authority Representative at the Step 3 grievance meeting will confirm with the Union to which work sites the policy does not apply.

9.04 Application of Single Employer Arbitration Decisions

- (A) The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union or Association (as the context requires) in respect to that single Employer.
- (B) The decision is not binding on other members of HEABC or on the Union or Association (as the context requires) in respect to other members unless the Association and HEABC mutually agree.
- (C) HEABC and the Association may rely upon the arbitration award in arguing other arbitrations respecting other members of the Association.

9.05 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.07 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.06 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.07 Industry Wide Application Dispute

Step 1

If a difference of a general nature arises between the Union (on behalf of its members) and HEABC (on behalf of its members) concerning the industry wide interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party (the NBA or the HEABC), shall submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference. A copy of the grievance shall in every case be forwarded to the constituent Unions of the NBA and the HEABC.

For the purposes of this Article, a difference of a general nature is defined as one arising as a matter of general interpretation/application or general operation/alleged violation based on the language of the Agreement.

Step 2

The NBA and the HEABC shall meet within sixty (60) days or such later time as may be mutually agreed to attempt to resolve the difference. Failing resolution, either party may submit the difference to arbitration pursuant to Article 10 within 60 days of the meeting.

Notwithstanding any decision(s) issued pursuant to Article 9.02 or 9.03, the decision of the Arbitration Board under this Article shall be binding on all members of the NBA and all members of the HEABC who are covered by this agreement.

Where an arbitrator has been appointed to hear a dispute under Article 9.02 or 9.03 and the dispute is on the same issue as the matter in dispute under Article 9.07, the 9.02/9.03 arbitration

proceedings will be held in abeyance. The interpretation established by the Article 9.07 Award shall then be applied on a remedial basis by the parties to resolve the 9.02 or 9.03 disputes on the same issue.

9.08 Clarification of the Nature of the Dispute

If the NBA or the HEABC disputes the article under which a grievance has been filed, the respondent may refer the issue of whether the grievance was filed under the appropriate procedure (i.e. Article 9.02/9.03 or Article 9.07), as a preliminary matter to the Arbitrator or Arbitration Board (as the context requires) prior to the scheduled hearing date(s).

9.09 Deviation from Grievance Procedure


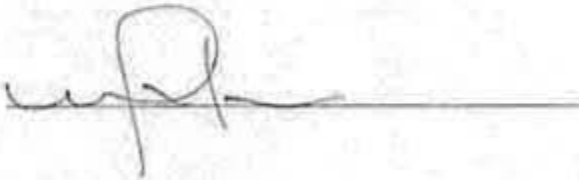
The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

All of which is agreed this

Friday March 23, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by adding the following Article:

Article 10.01 – Case Review Meeting

Senior level designates from the Employer and the Union, with the authority to resolve the issues, shall review outstanding issues referred to third (3rd) party or as mutually agreed. Initially this group shall review quarterly and thereafter as deemed necessary to maintain the efficiency of the grievance process.

The senior level designates will attempt to facilitate a resolution to the grievance on a without prejudice and without precedent basis. In some cases, the Employer Representative and the Union Labour Relations Officer may each present the facts and arguments of the case.

Failing resolution at this level, the parties will determine if the matter is appropriate to be referred to the Alternative Dispute Resolution (ADR) process outlined in Appendix , as well as the precedential value and application of the decision should the matter reach the Arbitration stage of that process.

The parties may also refer matters to mutually agreed variation of the ADR process, including mediation only, referral for non-binding recommendations, or other mutually agreeable alternatives.

This process does not replace other options available under the collective agreement or other mechanisms to reach agreement to resolve.


This Article is in effect from the date of ratification of this Collective Agreement and will terminate after a period of two (2) years or until the expiry of this Collective Agreement, whichever is later, unless HEABC and the NBA mutually agree to its extension.

All of which is agreed this

Friday March 23, 2012.

Signed on behalf of the HEABC:

Signed on behalf of the Nurses
Bargaining Association (NBA)

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, positioned above a horizontal line.A handwritten signature in black ink, appearing to be 'O'Brien', positioned above a horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 10 - Arbitration

10.042 Authority of the ~~Arbitration Board or Arbitrator or Arbitration Board~~

- (A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration or a single arbitrator as determined by (D) below. Such Board of Arbitration or arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- (B) Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.
- (C) Where a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.
- (D) A single arbitrator shall be used for all grievances unless the parties mutually agree to use an Arbitration Board, filed under Article 9.02 or 9.03. An Arbitration Board shall be used for industry-wide application disputes filed under Article 9.07.

10.023 Notification

~~The party requesting arbitration under Article 9.07 shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board.~~

~~The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board. The two appointees shall, within a further ten (10) calendar days, select a third person to act as Chair. If the appointees fail to agree upon a Chair within this ten (10) calendar day period, either party may request the Registrar of the Labour Relations Board to make the appointment.~~

~~The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.06.~~

~~The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.~~

~~The party referring a grievance to expedited arbitration under Article 10.06 shall notify the other party of its referral.~~

10.034 Expenses of the ~~Arbitration Board or Arbitrator~~

~~The expenses of the Chair of the Arbitration Board or single arbitrator shall be shared equally by the parties. Where nominees are used, each party shall be responsible for the expenses of its nominee.~~

10.04 Single Arbitrator

~~By mutual agreement between the NBA and the HEABC, a single arbitrator may be substituted for the Arbitration Board established pursuant to Article 9.07.~~

10.05 Waiver of Time Limits

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

10.06 Expedited Arbitration

(A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:

- (1) dismissals
- (2) suspensions in excess of five (5) days
- (3) grievances filed under Article 9.03 or 9.07
- (4) grievances where a party intends to raise a preliminary objection

By mutual agreement between designated senior representatives of HEABC and the NBA, a grievance falling into one of these categories may be placed into the expedited arbitration process.

Also by mutual agreement between designated senior representatives of HEABC and the NBA, dates previously designated for expedited arbitration may be taken out of the expedited arbitration process and be used for referrals pursuant to 10.02 (B).

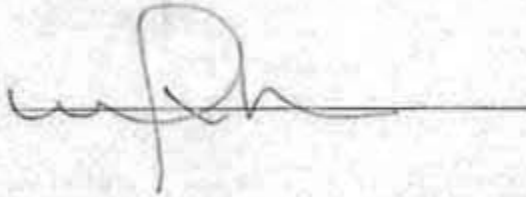
A designated representative of the HEABC or the NBA may notify the other party in writing of its intention at the time of referral to remove a matter from expedited arbitration and refer it to arbitration under Article 10.

- (B) A representative of HEABC and the NBA shall meet monthly, or as often as is required, to review the expedited arbitration process and to agree on the cases to proceed at the next scheduled hearing dates. There shall be two expedited hearing dates scheduled each month. The location of the hearings will be at a location central to the geographic area in which the disputes arise. By mutual agreement, the designated representatives from the HEABC or the NBA may agree to alter the scheduled hearing dates.
- (C) Expedited arbitrations will be scheduled on a first referred, first heard basis within the dates scheduled for the Health Authority. Either party may have the right of refusal on the first date proposed for the expedited arbitration but must accept the next date set for the Health Authority.
- (D) As the process is intended to be informal, the parties will use their staff to present their case. This may include staff employed by member employers.
- (E) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (F) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (G).
- (G) The decision of the arbitrator is to be completed within 3 working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- (H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (I) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.

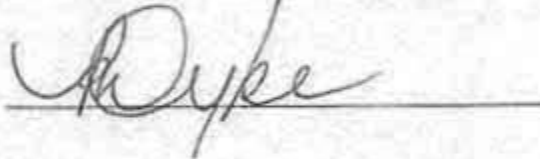
- (J) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within 5 days of receipt of the Union's summary.
- (K) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- (M) The following expedited arbitrators are appointed under the collective agreement: Judi Korbin, John Hall, Joan Gordon, Chris Sullivan, Peter Cameron, and Tom Hodges. At the expiry of the collective agreement, the parties agree to review this roster of arbitrators and may, by mutual agreement, add or remove names from the roster.

All of which is agreed this Tuesday, August 14, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association
(NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by adding the following Memorandum of Agreement:

Appendix ____: Alternative Dispute Resolution Process

Subject to mutual agreement between the Employer and the Union under Article 10.01 – Case Review Meeting, the following Alternative Dispute Resolution (ADR) process may be used to resolve disputes.

This process does not replace other options available under the collective agreement or other mechanisms to reach agreement to resolve.

OVERVIEW

The parties agree that the effective and timely administration of the collective agreement is an important component in maintaining a positive and collaborative working relationship as well as attaining procedural fairness.

Further, to ensure an efficient and timely grievance process, the parties commit to share all relevant information early in the process in order to enhance their understanding of the issue(s) in dispute.

A. OBJECTIVES

- Decrease the length of time it takes to process a grievance from initiation to resolution.
- Improve labour/management working relationships and effectiveness from the local level through to the senior level.
- Avoid confrontational approaches to issues and prevent unnecessary escalation of disputes.

B. APPLICATION OF THE PROCESS

This process shall only apply to grievances submitted under article 9.01 of the Provincial Collective Agreement (PCA) and shall not apply to grievances submitted under Article 9.07 (Industry Wide Application Dispute).

Unless otherwise mutually agreed by HEABC and the Nurses Bargaining Association (NBA), this process shall not apply to the following grievances:

1. Grievances where a party intends to raise a preliminary objection.
2. Grievances requiring substantial interpretation of a provision of the collective agreement
3. Grievances requiring presentation of extrinsic evidence.
4. Grievances submitted under Article 9.03 (Single Employer Policy Dispute)

MEDIATION PROCESS

The parties will select a mutually agreeable individual to act as a mediator/arbitrator in this process. The designated mediator/arbitrator will meet to hear unresolved issues as required by the parties.

The mediation process is a voluntary process. It continues to be voluntary throughout and may be terminated at any time by either party.

In the event that the mediation is not successful, the dispute proceeds to the arbitration phase of this process.

ARBITRATION PROCESS

The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of arbitration.

The arbitrator shall have, and is limited to, the same powers and authority as an arbitrator under the provisions of the current collective agreement between the parties.

The Arbitrator shall within ten (10) days after the close of the hearing deliver his or her decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.

All decisions are final and binding on the parties and shall have precedential value to all worksites of the Employer unless the parties mutually agree to narrow the application. The determination of the precedential value and application of the decision shall be determined by the parties at the Case Review Meeting under Article 10.01 prior to referring the matter to the ADR process.

Notwithstanding the above, all resolutions or decisions shall be without prejudice and precedent to the Industry. Decisions or resolutions shall not be referenced in any other grievance proceedings or grievance settlement discussions with other employers. The preamble of all decisions and settlements must clearly state in the preamble of the award that the resolution or decision is limited to the Employer that was a party to the dispute and cannot be referred to in any other grievance proceedings or grievance settlement discussions with another Employer.

C. Duration

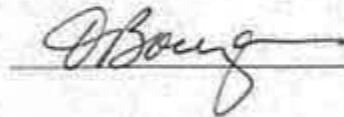

This Memorandum of Agreement is in effect from the date of ratification of this Collective Agreement and will terminate after a period of two (2) years or until the expiry of this Collective Agreement, whichever is later, unless HEABC and the NBA mutually agree to its extension.

All of which is agreed this

Friday March 23, 2012.

Signed on behalf of the HEABC:

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



**2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement**

NBA PROPOSAL

Article 14 (B)

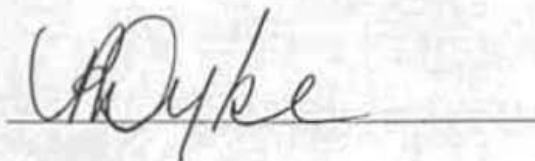
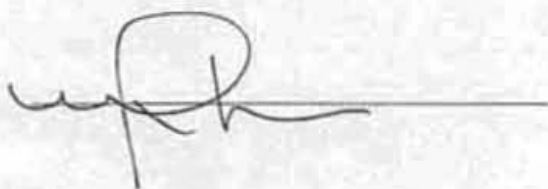
Amend the collective agreement by deleting Article 14 (B) and renumbering the remaining clauses.

Rationale: This clause is discriminatory to the part time employees who work in the community based services versus in any other type of care delivery.

All of which is agreed this Thursday, September 06, 2012.

Signed on behalf of the HEABC

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



**2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement**

NBA PROPOSAL

Amend language to add new Provincially legislated Paid Holiday:

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

British Columbia Day

B.C. Family Day

Labour Day

Good Friday

Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day (Queen's Birthday)

Christmas Day

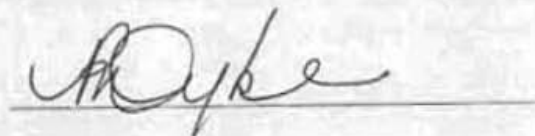
Canada Day

Boxing Day

All of which is agreed this Thursday, September 06, 2012.

Signed on behalf of the HEABC

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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 17.01 Postings and Article 17.02 Temporary Appointments

17.01 Postings

- (A) The Employer shall post notice of all nursing vacancies, describing the position, department, worksite, the date of commencement, a summary of the job description and the required qualifications.
- (B) Notwithstanding Article 17.01(A) above, nursing vacancies in mental health services and in extended and intermediate care services will be dual posted for RN's and RPN's.
- (C) The Employer will post all Level 1 positions (with the exception of Public Health and Preventative Nurses) without the requirement for a BScN degree.

Where the Employer determines that a Level 2 position requires a BScN degree, the position will be posted with a notification that states the Employer will equally consider an equivalent combination of education, training and experience.

- (D) The Employer agrees to post notices at least ten (10) calendar days in advance of selection.
- (E) The Employer may implement electronic job postings and electronic employee applications for job postings in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings only:

- (a) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite.
- (b) Employers will ensure that employees will have reasonable access to electronic posting information.

Article 17.02 - Temporary Appointments

- (A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- (B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice relative to the nursing vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long term appointments.

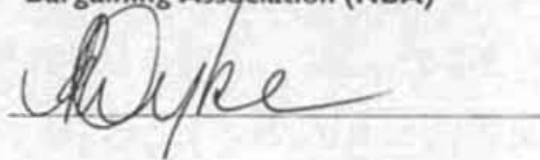
- (C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.
- (D) In the event that an applicant for the posted position is not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

All of which is agreed this Monday, September 3, 2012.

Signed on behalf of the HEABC

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a horizontal line, positioned above a solid horizontal line.

Signed on behalf of the Nurses
Bargaining Association (NBA)

A handwritten signature in black ink, appearing to be 'Duke' followed by a horizontal line, positioned above a solid horizontal line.

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status


Amend Article 17:05 as follows:

17.05 Increasing or Decreasing Regular Part-Time Employee FTE Status

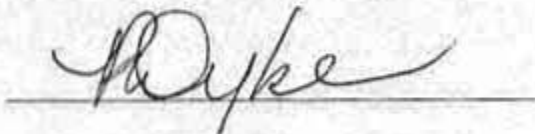
- (A) Where an increase or decrease in hours is required in a unit, ward, or program, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- (B) Where a change in scheduled hours, results in an on-going change in an employee's FTE status of +/- 0.03 0.08 or less, the Employer will not be required to issue displacement notice to the incumbent. Where displacement is triggered, the part time employee may waive displacement and select a line on the rotation. A change under this clause shall be limited to once a year except by mutual agreement.

All of which is agreed this Sunday, September 23, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 18.01 - First Consideration

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

Where employees are applying for a vacancy at/on their home unit in the same job and the same classification as they presently occupy, and when all applicants are from that unit, they will be deemed qualified and competent and will not need to go through the interview process.

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Article 18.02 Filling Vacancies

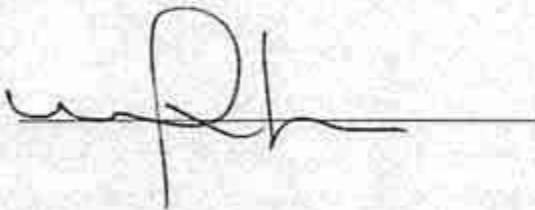
18.02 Filling Vacancies

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

The employer will make all reasonable efforts to place the successful employee in the position within 30 days of the posted start date.

All of which is agreed this Friday, August 31, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend Article 25.08 as follows:

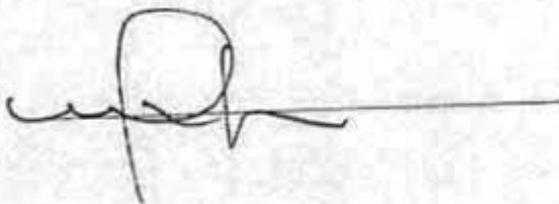
25.08 Voluntary Shift Exchange

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

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

All of which is agreed this Thursday, August 30, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Article:

32.01 - Joint Occupational Health and Safety Committee

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 parties agree that a Joint Occupational Health and Safety Committee shall be established for each Employer covered by this Collective Agreement. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be comprised of equal representation from the Employer and the Union, be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

The Union further agrees to actively pursue with the other Health Care Unions a Joint Union Committee for the purposes of this Article.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

Such training and orientation shall take place within six (6) months of taking office.

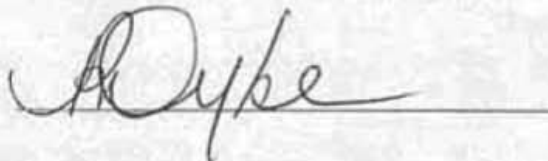
Where the Joint Occupational Health and Safety Committee is conducting an accident investigation involving a NBA member, the NBA OH&S representative designated by the NBA shall be involved where it does not delay the investigation.

All of which is agreed this Saturday, September 22, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses
Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by changing the following Article:

Section 2 - Article 57.02 (c) - Use of Personal Vehicle


57.02 Use of Personal Vehicle on Employer's Business

In addition to article 57.02 in Section 1 of the Provincial Collective Agreement, the following shall apply:


- (B) In Northern and isolated areas where employees are required to travel on the Employer's business, the Employer shall provide and maintain safety and survival equipment as agreed by the local Occupational Health and Safety Committee.
- (C) Employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage allowance for all business related mileage as follows: (i) effective April 1, 2006, fifty cents (\$0.50) per kilometer. In addition, regular employees who deliver community-based services and who are required to use their own vehicles in the ordinary course of performing their work duties shall be paid an additional fifty dollars (\$50.00) per month.
- (D) Business related mileage shall not include the normal distance an employee drives between her home and her regular worksite, but shall include all other mileage included for business purposes. For clarity, if an employee proceeds directly to a business location other than her regular worksite, she may claim as business related mileage all kilometres travelled from that location. If the business location is further than her regular worksite, she will claim all kilometres travelled which exceed the distance between her home and her regular worksite.
- (E) The Parties agree to jointly develop guidelines regarding the safe transport of patients/clients the above will include guidelines related to risk and patient and nurse safety

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC



Signed on behalf of the Nurses Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Appendix:

Appendix AA – Memorandum of Understanding Job Sharing

Article 1 - Preamble

- 1.1 This Memorandum of Understanding establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- 1.2 A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

Article 2 – Participation

- 2.1 The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established at the facility level.
- 2.2 Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 2.3 Upon approval of a request to job share a notice will be posted within the department to determine interest in job sharing a specific position. Those interested in job sharing will respond to the Employer in writing. Should the number of qualified employees responding exceed the number of positions available, then selection shall be on the basis of seniority.
Job 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 ward, unit, or program and have already completed their qualifying period.

Article 3 – Maintenance of Full-Time Positions

- 3.1 Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
- 3.2 Where a vacancy becomes available as a result of an employee participating in a job sharing arrangement, the vacated position shall be treated in accordance with the provisions of the Provincial Collective Agreement.

- 3.3 If one job sharing partner decides to discontinue participation in a job share, she must give thirty (30) days' notice and she will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made. The period of 30 days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full-time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to casual status, or resign. The former job sharing position would then be treated in accordance with the Provincial Collective Agreement.
- 3.4 If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Provincial Collective Agreement.
- 3.5 The Employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.
- 3.6 Either party may cancel this Memorandum on sixty (60) days' notice.

Article 4 – Schedules and Job Descriptions

- 4.1 A work schedule will be set out in advance showing the days and hours or shifts to be worked for each job sharing partner.
- 4.2 Job descriptions for the job sharing partners will be identical.
- 4.3 The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
- 4.4 Once established, the 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 relieve for each other where there is no other source of relief available.

All of which is agreed this Friday, September 07, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 38.01 (A) (1) (b) - Housekeeping

38.01 Natural Mother

(A) Maternity Leave

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

(1) Benefits

- (a) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 37 Leave – General.
- (b) For the balance of ~~an~~ a seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

All of which is agreed this Thursday, August 16, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by changing the following Article:

Article 62 - Wage Schedule - Housekeeping

ARTICLE 62 – WAGE SCHEDULES

Effective: April 2, 2010									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,681 29.89	4,859 31.03	5,041 32.19	5,219 33.33	5,401 34.49	5,581 35.64 35.64	5,763 36.80	5,932 37.88	6,145 39.24
Level 2	5,566 33.54 35.54	5,664 36.17	5,790 36.97	5,937 37.91	6,115 39.05	6,259 39.97	6,441 41.13	6,613 42.23	6,821 43.56
Level 3	5,927 37.85	5,970 38.12	6,085 38.86	6,242 39.86	6,432 41.07	6,583 42.04	6,764 43.19	6,934 44.28	7,147 45.64
Level 4	6,170 30.40 39.40	6,222 39.73	6,336 40.46	6,496 41.48	6,690 42.72	6,848 43.73	7,033 44.91	7,204 46.00	7,412 47.33

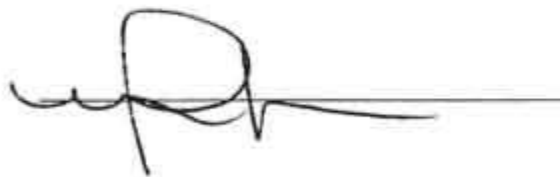
Special Wage Rate Schedule for Long Term Care Case Managers & Pine Free Clinic Nurses Effective: April 2, 2010									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	4,955	5,151	5,346	5,537	5,733	5,921	6,106	6,273	6,485
Hourly Rate	31.64	32.89	34.14	35.36	36.61	37.81	38.99	40.06	41.41

Effective April 1, 2011									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Level 1	4,822 30.79	5,005 31.96	5,193 33.16	5,376 34.33	5,562 35.52	5,749 36.71	5,935 37.90	6,111 39.02	6,330 40.42
Level 2	5,733 36.91 36.61	5,835 37.26	5,963 38.08	6,115 39.05	6,298 40.22	6,447 41.17	6,634 42.36	6,812 43.50	7,027 44.87
Level 3	6,106 38.99	6,148 39.26	6,269 40.03	6,430 41.06	6,624 42.30	6,781 43.30	6,967 44.49	7,143 45.61	7,362 47.01
Level 4	6,355 40.58	6,408 40.92	6,526 41.67	6,690 42.72	6,890 44.00	7,053 45.04	7,244 46.26	7,420 47.38	7,634 48.75

Special Wage Rate Schedule for Long Term Care Case Managers & Pine Free Clinic Nurses Effective April 1, 2011									
	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Monthly Rate	5,104	5,306	5,506	5,703	5,905	6,098	6,289	6,461	6,679
Hourly Rate	32.59	33.88	35.16	36.42	37.71	38.94	40.16	41.26	42.65

All of which is agreed this Thursday, August 16, 2012.

Signed on behalf of the HEABC



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Article:

Section B - LTD Plan - 17.0 - Housekeeping

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

17.0 GRTW Wages and Benefits while ~~in~~in receipt of LTD Benefits

- 17.1 These employees are considered disabled and under treatment.
- 17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-thirds (2/3) of basic monthly earnings at the date of disability.
- 17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.
- 17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

All of which is agreed this Thursday, August 16, 2012.

Signed on behalf of the HEABC



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



MONETARY – RESIDUAL MONIES

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Appendix:

Appendix W - FTE Shop Steward Positions

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

Vancouver General Hospital	2.0
UBC Hospital	1.0
Lions Gate Hospital	1.0
Richmond Hospital	1.0
Children and Women's	1.0
St. Paul's	1.0
Mt. St. Joseph's	1.0
Royal Columbian Hospital	1.0
Surrey Memorial	1.0
Royal Jubilee	1.0
Victoria General Hospital	1.0
Nanaimo Regional Hospital	1.0
Kelowna General Hospital	1.0
Royal Inland Hospital	1.0
Prince George Regional Hospital	1.0
Total	16.0

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

<u>Surrey</u>	<u>1.0</u>
<u>Burnaby</u>	<u>1.0</u>
<u>Abbotsford</u>	<u>1.0</u>
<u>Langley (with Community)</u>	<u>1.0</u>
<u>Eagle Ridge (with Community)</u>	<u>1.0</u>
<u>Chilliwack (with Community)</u>	<u>1.0</u>
<u>Vernon</u>	<u>1.0</u>
<u>South Island (LTC & Community)</u>	<u>1.0</u>
Total	8.0

The parties agree that effective April 1, 2012, an amount equal to two (2) FTE will be allocated, on a proportional basis to Health Authorities, for the purposes of vacation relief. The parties also agree that

the cost of the additional eight (8) FTE positions and the cost of an amount equal to two (2) FTEs for the purposes of vacation relief will be drawn from the 2010 – 2012 Total Compensation Residual monies.

The parties agree that the ~~sixteen-twenty- four~~ (1624) 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 ~~sixteen-twenty- four~~ (1624) FTE allocation.

These positions are intended to:

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

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

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

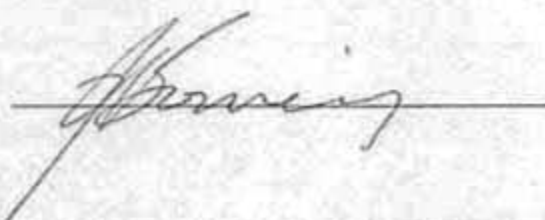
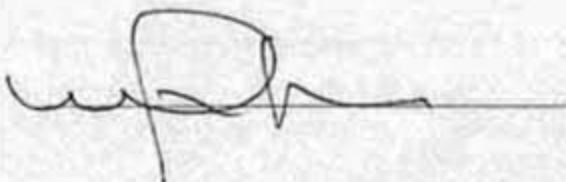
The effectiveness of the labour/management relationships-These positions will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors such as including the disposition of a-decrease-in-the-number-of grievances filed, and improved resolution 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.

All of which is agreed this Thursday, May 31, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

Occupational Health, Safety and Violence Prevention Committee

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

Whereas 25% of the cost savings from the EDMP are allocated to prevention initiatives ("Cost Savings");

Therefore,

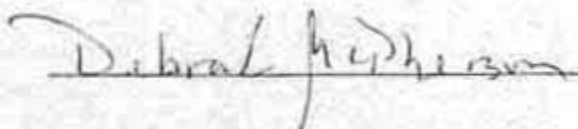
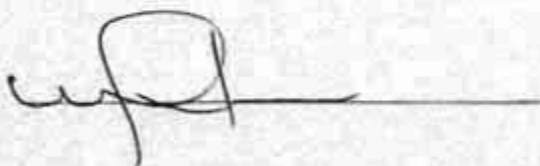
Effective April 1, 2012, a joint provincial Occupational Health, Safety and Violence Prevention Committee will be created and one million, two hundred and ninety thousand (\$1,290,000) per fiscal year will be allocated to the Occupational Health, Safety and Violence Prevention Committee from the Enhanced Disability Management Program - Cost Savings.

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

All of which is agreed this Friday, March 09, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

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 centered, 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 a 25% of the cost savings from the EDMP are allocated to improve disability management ("Cost Savings");

Therefore the parties agree that:

Effective April 1, 2012, five hundred thousand (\$500,000) per fiscal year will be allocated from the Enhanced Disability Management Program - Cost Savings to pay for administration of the EDMP on a provincial basis, and to pay for one Provincial EDMP coordinator for the employers appointed by HEABC/Health Authorities and one Provincial EDMP coordinator appointed by the NBA.

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

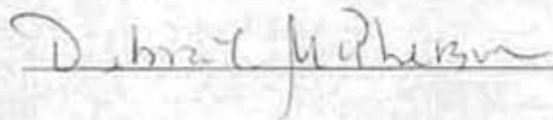
The coordinators will be responsible, under the direction of the PSC, for the overall administration of the EDMP, including disbursing the funds remaining from the \$500,000 allocation. Priorities for these funds will include joint training for all stakeholders and the establishment and maintenance of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

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

All of which is agreed this Friday, March 09, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Appendix:

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 eleven (11) union disability management representatives to support the coordination and promotion of the program. These representatives will work in collaboration with the Employer's Disability Management Professionals to promote and coordinate best practices with respect to disability management, and will adhere to the roles and responsibilities of the union representative as identified in the EDMP Policies and Procedures document. Representatives will work under the direction of designated BCNU staff.

These representatives will be distributed by Region as follows:

3 VCH/Providence

3 FHA/PHSA

2 VIHA

2 IHA

1 NHA

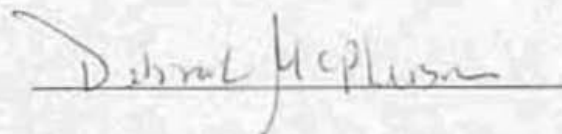
The parties agree that the cost of the eleven (11) union disability management representatives will be funded out of the Appendix ?? - Enhanced Disability Management Program - Cost Savings.

All of which is agreed this Thursday, March 08, 2012.

Signed on behalf of the HEABC:



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

Enhanced Disability Management Program - Cost Savings

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

Whereas the parties agreed in Section 3 of Attachment "C" to the 2010-2012 NBA Extension Agreement to a formula for allocation of the savings ("Cost Savings") from improved disability management as follows:

From the date of implementation (no later than March 31, 2010) to March 31, 2012, any cost savings from improved disability management will be allocated as follows:

- a minimum of twenty-five percent for prevention initiatives
- a minimum of twenty-five percent to be invested in improved disability management
- the remainder for general investment in health services.

The parties will develop a method of accounting for savings or costs associated with improved disability management; and

Therefore the parties agree that:

In recognition of the termination of the ongoing Cost Savings obligation the parties agree commencing April 1, 2012, to allocate an amount of two million, nine hundred and twelve thousand (\$2,912,000) annually for the following purposes:

Approximately 50 percent of this amount will be allocated for the purposes set out in the following appendices:

- Appendix ?? - Enhanced Disability Management Program – Regional Representation
- Appendix ?? - Enhanced Disability Management Program – Provincial Steering Committee

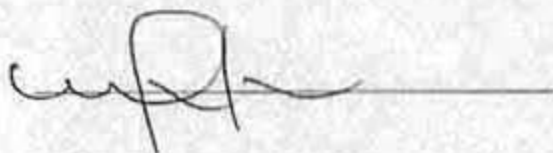
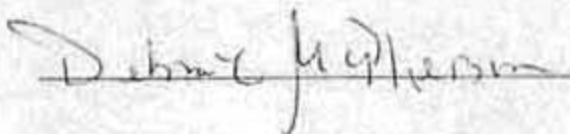
And the remaining amount will be allocated for the purposes set out in the following appendix:

- Appendix ?? – Occupational Health, Safety and Violence Prevention Committee.

All of which is agreed this Friday, March 09, 2012.

Signed on behalf of the HEABC:

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

2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by changing the following Appendix:

Appendix A: Section B - Long Term Disability (LTD) Plan - Waiting Period

1.0 Eligibility

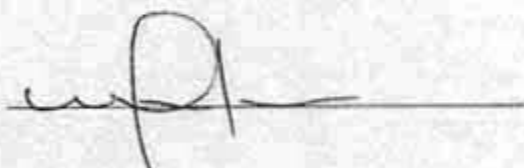
1.1 Regular full-time and regular part-time employees, upon completion of the three-month probationary period, become members of the Long Term Disability (LTD) Plan as a condition of employment.

1.2 In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2011 and before April 1, 2012 as a result of an accident or sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.

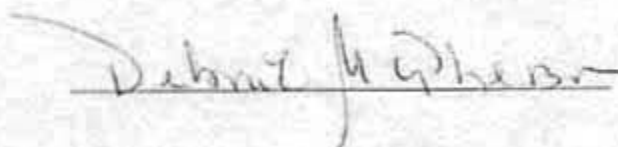
In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2012 as a result of an accident or sickness, then, after the employee has been totally disabled for four (4) months, the employee shall be eligible for long term disability benefits.

All of which is agreed this Friday, March 09, 2012.

Signed on behalf of the HEABC:



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



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

EMPLOYER PROPOSAL

Amend the collective agreement, by changing the following Appendix:

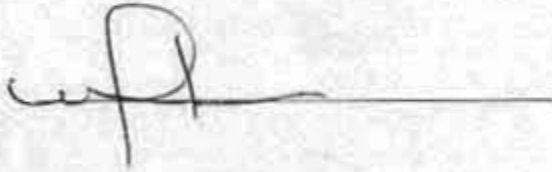
LTD Waiting Period

Effective April 1, 2012 one million three hundred and thirty one thousand (\$1,331,000) per fiscal year is allocated from the ongoing 2010-2012 Total Compensation Residual monies to reduce the LTD waiting period from five (5) months to four (4).

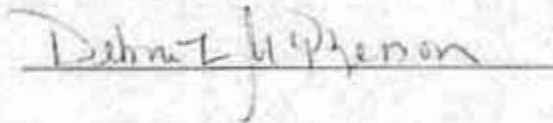
Collective agreement will be amended to incorporate this change.

All of which is agreed this Friday, March 09, 2012.

Signed on behalf of the HEABC:



Signed on behalf of the Nurses Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

MOU - Premium Maintenance While Awaiting LTD

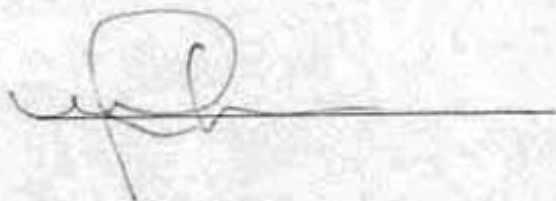
Employees who have applied for LTD or whose LTD application is under appeal are eligible for financial assistance in relation to Medical, Extended Health, Dental, Group Life and AD&D, and LTD premiums provided the employee has:

- o exhausted their sick leave credits,
- o used up all vacation entitlements,
- o exhausted all other paid leave and banks that they are entitled to, and
- o used up their 20 days unpaid leave grace period

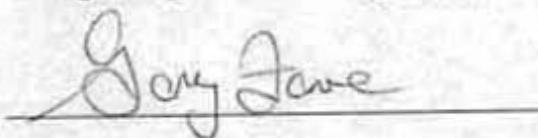
Provided the employee has fulfilled the above requirements the NBA (BCNU) will reimburse the employee for the cost of the benefits premiums for the remaining eligibility waiting period for LTD or the appeal period not to exceed 12 months.

All of which is agreed this Monday, September 24, 2012.

Signed on behalf of the HEABC:



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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association Collective Agreement

Long Term Disability (LTD) Plan – Premium Maintenance

Effective April 1, 2012, four hundred thousand dollars (\$400,000) per fiscal year is allocated from the ongoing 2010-2012 Total Compensation Residual monies a fund to cover the costs of LTD Plan - Premium Maintenance.

The NBA will administer the Premium Maintenance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

The annual report will be provided within 60 days following the fiscal year end.

The NBA may redirect all or a portion of the \$400,000 residual monies allocation by mutual agreement with HEABC and such agreement will not be unreasonably withheld.

Signed on behalf of the HEABC:

Signed on behalf of the Nurses Bargaining Association (NBA)

2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement:

Memorandum of Agreement - Training/Education Partnership Fund

Effective April 1, 2012, one million, two hundred thousand dollars (\$1,200,000) per fiscal year will be allocated to the Training/Education Partnership Fund ("Fund") from the ongoing 2010-2012 Total Compensation Residual monies.

The parties agree that the Retraining/Education Fund Committee that was established in 2010 will be renamed the Training/Education Fund Committee ("Committee") and will continue to jointly administer the Fund and maintain mutually agreeable terms of reference, policies and criteria for eligibility, including an agreed upon process for approval.

Training/Education proposals may be initiated by the Health Authorities or by individual nurses.

The Fund will be used as follows:

- as a priority, to minimize job loss or disruption caused by displacements
- to support training, retraining, skills upgrading, and determining educational needs of nurses who are transitioning into new roles or positions, and in particular, difficult to fill positions including those in specialty areas
- for any other training, retraining, or educational needs or opportunities as mutually agreed to by the parties

Proposals will be reviewed by the Committee, and approved proposals may be funded up to 50 percent from the Fund (subject to maximums and to the requirement for matching contributions from the employer).

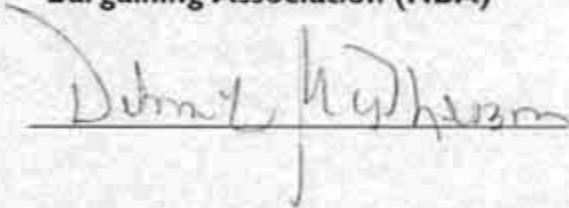
The Committee will endeavour to use the whole of the Fund within each fiscal year. By mutual agreement, any remaining funds may be redirected and such mutual agreement will not be unreasonably withheld.

All of which is agreed this Monday, February 27, 2012.

Signed on behalf of the HEABC:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

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

A handwritten signature in black ink, appearing to be a name, written over a horizontal line.

2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Memorandum of Understanding- Prevention and Assistance Fund

Effective April 1, 2012, one million dollars (\$1,000,000) per fiscal year will be allocated to the Prevention and Assistance Fund from the ongoing 2010-2012 Total Compensation Residual monies.

The Prevention and Assistance Fund will be used to assist employees where the assistance can be shown to prevent the employee from being off work or result in the employee being able to return to work earlier.

The NBA will administer the Prevention and Assistance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

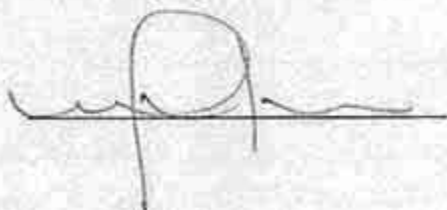
The annual report will be provided within 60 days following the fiscal year end.

The NBA may redirect all or a portion of the \$1.0 million residual monies allocation by mutual agreement with HEABC and such agreement will not be unreasonably withheld.

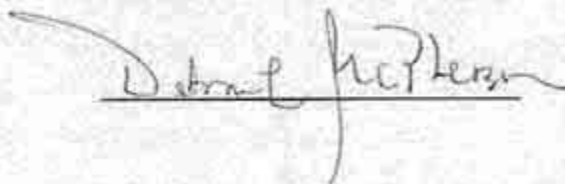
All of which is agreed this

Monday February 27, 2012.

Signed on behalf of the HEABC:



Signed on behalf of the Nurses Bargaining Association (NBA)



2012 Collective Bargaining in the Health Sector
Renewal of the 2010-2012 Nurses Collective Agreement

Amend the collective agreement, by adding the following Appendix:

New Nurse Assistance Fund

Whereas, the parties have an common interest in ensuring individuals who are educated to be nurses are able to successfully practice in British Columbia; and

Whereas the parties are committed to working in a proactive way to assist nurses to establish themselves successfully in their work environments,

Therefore, the parties agree as follows:

Effective April 1, 2012, five hundred thousand (\$500,000) per year will be paid to the NBA from the ongoing 2010 - 2012 Total Compensation Residual monies to be used to provide programs and support, at both the pre-and post-licensing stage, that can be shown to assist nurses in becoming qualified to practice in British Columbia

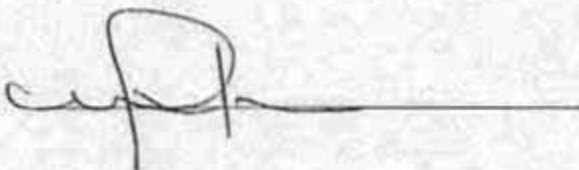
The fund is intended to assist any nurse, including internationally educated nurses, who requires assistance in preparing for or completing their regulatory requirements and providing support for these nurses to be successful in the workplace.

The NBA will administer the New Nurse Assistance Fund and will provide an annual reporting of the expenditure of the funds to HEABC verifying that the sum was disbursed in the manner and for the purposes described above. This will include a summary statement of the transactions and balances for the year, as well as a copy of the NBA's audited financial statements.

All of which is agreed this Saturday, March 10, 2012.

Signed on behalf of the HEABC:

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



2012 Collective Bargaining in the Health Sector

Renewal of the 2010-2012 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Understanding:

Delete Appendix I and replace with the following:

MOU - Responsive Shift Schedules (RSS)/Rotations

Members of HEABC and the Nurses Bargaining Association (NBA) recognize the importance and need to create shift schedules that are responsive to nurses' needs and also meet the operational requirements of a wide variety of work settings.

The parties agree to establish two BCNU RSS positions and two Employer RSS positions. The RSS positions will expand and build upon the successful aspects of the previous RSS initiative identified in Appendix I of the 2010-2012 NBA Collective Agreement. The RSS positions will work with managers and employees to provide education, support and tools to offer a range of responsive shift scheduling options that meet operational requirements.

These responsive scheduling options may include:

- collaborative shared master rotations;
- individual line rotations;
- self-scheduling;
- responsive shift schedules with back-up master rotations.

In addition, the parties agree to develop a new provincial searchable database (the Master Rotation Database) which will act as a provincial repository for approved master work schedules/rotations.

The primary functions of the RSS positions are as follows:

- To develop and deliver education of the philosophy and benefits of a responsive shift scheduling approach, and skills and tools for staff engagement;
- To assist employers and employees in accessing, designing or implementing any of the responsive scheduling options mentioned above;
- To provide employers and employees with information and guidelines for self-scheduling;
- To enter approved existing and new rotations into the Master Rotation Database; and
- Act as a resource for the utilization of the Master Rotation Database.

The funding for the development of the Master Rotation Database, the initial start-up costs associated with this Database, and salary and benefit costs of the BCNU and Employer RSS positions will be allocated out of the remaining \$827,000 funding from the Ministry of Health (the "Funds"). The Master Rotation Database, and the 4 RSS positions, will continue until the Funds are exhausted.

Within thirty (30) days of ratification of a new Collective Agreement, the parties agree to meet to discuss:

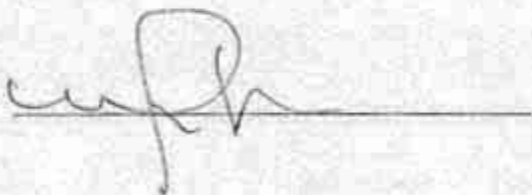
- the specific individual duties and responsibilities of the RSS positions;
- the creation and the hosting of the Master Rotation Database;
- timelines for development and implementation of the Master Rotation Database;
- the utilization of the Master Rotation Database;
- the process to administer, enter and retrieve master work schedules/rotations;
and
- governance and evaluation mechanisms.

This Memorandum of Agreement is in effect from the date of ratification of the Collective Agreement until the expiry of the Collective Agreement, unless the parties mutually agree to its extension.

The individuals filling the two BCNU RSS positions will receive compensation and benefits according to their existing classification under the NBA Collective Agreement and be compensated for premiums that would have attached to their regular work schedule.

All of which is agreed this Tuesday, August 14, 2012.

Signed on behalf of the HEABC



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

