

TENTATIVE AGREEMENT

Between

Nurses' Bargaining Association (NBA)

-and-

Health Employers Association of British Columbia (HEABC)

The attached agreed upon provisions make up the material changes agreed to between the parties during collective bargaining between March 6, 2006 and March 31, 2006

- Article 9 – Grievances
- Article 10 – Arbitration
- Article 11.04 (F) – Wage Entitlement
- MOA – Recognition of Seniority
- Article 13 – Seniority
- Article 13.02 – Worksite seniority
- Article 51.01 – Portability
- Article 51.02 – Portable Benefits
- MOA – Laid off Employees and External Health Authority Vacancies
- Article 6.05 – Union Representative Visits
- Article 17 – Vacancy Postings
- Article 18.02 – Filling Vacancies
- Article 21 – Creation of a New Position
- Article 22 – Change in Classification
- Article 23 – Job Descriptions
- Article 26.03 – Meal Periods
- Article 61- Wage Schedule Classifications
- Article 32.03 – Safe Workplace and MOU- Addressing Workplace Violence and Respect in the Workplace
- Article 45.04 – Scheduling of Vacation
- Article 52 – Previous Experience
- Appendix V – Health Care Occupational Health and Safety Agency
- MOU – Continued Commitment to Responsive Shift Scheduling
- Section 2 - Article 57.02(C) – Use of Personal Vehicle on Employer Business
- Article 11.04 – Casual Employees
- Article 29.03 – On-Call
- Article 29.06 – Call Back Travel Allowance
- Article 59 – Professional Responsibility Clause
- MOU – Pension for Retirees

- Article 62 – Wage Schedules
- Article 28.02 – Night Shift Premium
- Article 28.03 – Weekend Premium
- Article 54 – Isolation Allowance
- MOU – Managing Staffing Challenges in the Health Care System
- MOU – Incentive Payment for Pre and Post Retirees
- One Time Payment and Fiscal Dividend
 - \$3150 per FTE lump sum payment
 - \$21.8M Nurses' LTD SMB
- LTD Stabilization Grant
- MOU – FTE Shop Steward Positions
- Article 43 – Special Leave
- MOA – Early Intervention Program
- MOA - Standards for Measuring Nurse Workload and Application of Nurse Staffing Plans in British Columbia

Additionally, the parties have agreed to a number of housekeeping changes

Agreed to this 31st day of March, 2006

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

ARTICLE 9 – GRIEVANCES ARTICLE 10 – ARBITRATION

Proposal:

Revise Articles 9 and 10 as follows:

ARTICLE 9 - GRIEVANCES

9.02

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.

9.03 Single Employer Policy Dispute

Add the following paragraphs which will read as follows:

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.

ARTICLE 10 - ARBITRATION

10.02 Notification

- (A) 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.

- (B) 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.

10.06 Expedited Arbitration

The present process as described below would remain in effect until December 31, 2006:

(A-N)

The process described below would take effect on January 1, 2007.

- (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 expedited arbitrators, who shall act as sole arbitrators, shall be: Judi Korbin, John Hall, Joan Gordon, Don Munroe, Chris Sullivan, Mark Atkinson, and Peter Cameron.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 11.04 Casual Employees

Proposal:

Revise Article 11.04 (F) as follows:

Article 11.04 (F) Wage Entitlement

- (1) Casual employees shall be paid in accordance with the wage schedule.
- (2) ~~Casual employees shall move to the next increment step upon completion of the annual full-time equivalent hours (1879.2) worked with the Employer.~~ Casual employees shall move to the next increment step upon completion of a total annual FT equivalent (1879.2) hours worked for the Employer at the increment step and for another health care employer signatory to the Nurses' Provincial Collective Agreement during the same period. In the case of hours worked for another employer, the hours must be worked within the Union bargaining unit and the employee shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification. In the calculation of increment steps, the wage increments will be based on 1957.5 hours for hours worked prior to the pay period closest to September 30, 1993.
 - (a) A casual employee hired having less than one (1) year's experience (1879.2 hours) shall be placed at the first step of the increment scale.
 - (b) A casual employee who terminates with an Employer listed in the attachments to the Consolidated Certification, and is employed within thirty (30) calendar days as a casual employee with an Employer listed in the attachments to the Consolidated Certification, shall retain the increment step attained with the previous Employer. Subsequent increments shall be granted pursuant to Article ~~11.04(G)(2)~~ 11.04(F)(2).
 - (c) A new casual employee hired and not eligible to retain her increment step pursuant to Article ~~11.04(G)(2)(b)~~ 11.04(F)(2)(b) shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1879.2 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.
- (3) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee

and be credited with the appropriate hours worked at that step.

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

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Agreement Recognition of Seniority

Proposal:

Add a Memorandum of Agreement as follows:

Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Nurses’ Bargaining Association (“NBA”)

Re: Recognition of Seniority

The Health Authorities will recognize seniority that was attained at the previous employer for successful applicants for regular positions where the previous employer was unionized with one of the constituent unions with the Nurses’ Bargaining Association.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 13 - Seniority

Proposal:

Add the following to Article 13.01(B):

13.01 Definition

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.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 13 - Seniority

Proposal:

Amend Article 13.02 as follows:

13.02 Worksite Seniority

Seniority relates to worksite seniority and is not portable with the exception of 13.03 and, 13.04 below and 51.02(H).

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 51.01 - Portability

Proposal:

Amend Article 51.01 as follows:

51.01 Portability

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

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

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

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 51 - Portability

Proposal:

Revise Article 51.02 by adding (H) as follows:

Article 51.02 Portable Benefits

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

(A) **Increments**

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

(B) **Leave - Sick**

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

(C) **Leave - Vacation**

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

(D) **Medical, Dental and Extended Health Care Coverage**

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

(E) **Municipal Superannuation**

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

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

(F) **Qualification Differential**

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

(G) **Severance Allowance**

Portability of severance allowance is covered by the provisions of Article 55 - Severance Allowance.

(H) "Seniority in 'A' shall be credited by 'B'."

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Agreement Laid Off Employees and External Health Authority Vacancies

Proposal:

Add a Memorandum of Agreement as follows:

Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Nurses’ Bargaining Association (“NBA”)

Re: Laid Off Employees and External Health Authority Vacancies

Health Authorities commit to provide laid off employees within the geographic region of the Health Authority, 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.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 6 – Union Rights and Activities

Proposal:

Revise Article 6.05 as follows:

Article 6.05 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the Presidents of the Unions to have access to union members to conduct union business.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 17 – Vacancy Postings

Proposal:

Add a new Article 17.01(C) as follows and renumber accordingly:

Article 17.01 Postings

- (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.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 18 – Promotions, Transfers and Demotions in the Filling of Vacancies or New Positions

Proposal:

Revise Article 18.02 as follows, remove Article 18.03 and renumber accordingly:

18.02 Filling Vacancies (~~Applicable to Acute Care Component~~)

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

~~18.03 Filling Vacancies (Applicable to Continuing Care Component)~~

~~In the promotion, transfer or demotion of all classifications of employee covered by this Agreement, efficiency, qualifications and competency will be the primary consideration as they relate to the new position and where such requirements are equal, seniority will be the determining factor.~~

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 21 – Creation of a New Position
Article 22 – Change in Classification
Article 23 – Job Descriptions
Article 61 – Wage Schedule Classifications

Proposal:

Revise Articles 21, 22, 23 and 61 as follows:

Article 21 – Creation of a 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.

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.

(Remainder of Article 22: same)

Article 23 – Job Descriptions

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.

Article 61 – Wage Schedule Classifications

Nursing jobs have been categorized into four job groups. These are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

	CH	DC	ED	PS
Level 1	CH1	DC1		PS1
Level 2	CH2A/CH2B	DC2A/DC2B	ED2	PS2
Level 3	CH3	DC3	ED3	PS3
Level 4	CH4A/CH4B	DC4	ED4	

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 26.03 Meal Periods

Proposal:

Add the following to 26.03(A):

Article 26.03 Meal Periods

(A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 26.03(A) also applies to employees working overtime.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 32 – Occupational Health and Safety Program

Proposal:

Revise Article 32.03 and add a Memorandum of Understanding as follows:

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.

Memorandum of Understanding

Re: Addressing Workplace Violence and Respect in the Health Workplace

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Program

Each Health Authority will establish a joint violence prevention program or review their existing program where one is in place that will include:

- i. Creation of a regional violence prevention sub-committee to develop control measures and provide guidelines to local Joint Health and Safety Committees and to compile an annual regional report of violence prevention activities to the local JOSH Committees;
- ii. Risk assessments coordinated by the local JOSH Committees and reported to the regional violence prevention subcommittee;

iii. Ongoing employee education and training.

Towards a Respectful Workplace

Health Authorities are committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients conduct themselves in a civil, respectful and cooperative manner.

Each Health Authority will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

All of which is agreed this ____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 45 – Leave – Vacation

Proposal:

Add the following to 45.04 (E):

45.04 Scheduling of Vacation

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

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

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 52 – Previous Experience

Proposal:

Add the following to Article 52:

Article 52 – Previous Experience

A casual employee who terminates with an Employer as defined in Article 1.02, and is employed within one hundred and eighty (180) calendar days as a regular employee with another Employer who is covered by this Provincial Collective Agreement shall retain the increment step attained with the previous Employer. The employee's first day of employment with the new Employer becomes her increment anniversary date.

All of which is agreed this ____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Appendix V Memorandum of Understanding Health Care Occupational Health and Safety Agency

Proposal:

Replace the current Memorandum of Understanding in relation to the Health Care Occupational Health and Safety Agency as follows:

The parties agree that since its inception, the Occupational Health and Safety Agency has contributed in part to the reduction of injury rates in the Health Care Sector, and subsequent savings in WCB premiums paid by the sector;

The parties agree that the Occupational Health and Safety Agency is the primary forum to discuss Health Care Sector OH&S issues and solutions, e.g., health and safety practices, safe workloads, promotion of safe work practices, early return to work, safe work environments, healthy workforces;

The parties further agree that the joint bipartite governance model of the Occupational Health and Safety Agency has been successful;

The parties agree to work cooperatively so that the Occupational Health and Safety Agency for Healthcare is able to continue its work and mandate.

All of which is agreed this _____ day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Understanding Continued Commitment to Responsive Shift Scheduling

Proposal:

Add a Memorandum of Understanding as follows:

Memorandum of Understanding

Re: Continued Commitment to Responsive Shift Scheduling

Health Authorities and the NBA recognize the importance and need for responsive shift scheduling that would provide flexibility to the individual nurse and, at the same time, meet the collective staffing requirements of a wide variety of work settings. The Health Authorities will continue with their commitment to the Responsive Shift Scheduling initiative and will further implement that commitment as follows:

- Each Health Authority and Providence Health Care will establish a two person Responsive Shift Scheduling Committee comprised of one Employer representative and one NBA representative. The costs of the NBA representative will be borne by the Health Authority;
- The primary responsibility of the Health Authority Responsive Shift Scheduling Committee will be to effect implementation of the Responsive Shift Scheduling Goals and Outcomes;
- The expertise and services of the Health Authority Responsive Shift Scheduling Committees will be available to affiliate employers on a voluntary basis and the parties will encourage affiliate employers to utilize these services;
- Within 60 days of ratification of a new Collective Agreement, each Health Authority and Providence Health Care Responsive Shift Scheduling Committee will meet to discuss:
 - Developing an authority-wide implementation plan including time frames for commencement, completion and continuing review. In developing these plans and establishing priorities, the committees will consider the opportunities presented by existing shift schedules undergoing revision;
 - Developing a communication plan;

- Timelines (which may be affected by changes to the collective agreement or by other policy-based changes to shift scheduling);
- Evaluation mechanisms;
- Reporting mechanisms.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

SECTION 2 – COMMUNITY- BASED SERVICES Article 57 – General Conditions

Proposal:

Revise Article 57.02(C) as follows:

Article 57.02 Use of Personal Vehicle on Employer’s Business

(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.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 11.04 Casual Employees

Proposal:

Revise Article 11.04 as follows:

11.04 Casual Employees

(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 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.

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.

(E) Procedure for Casual Call-In

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

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 29 – On-Call, Call-Back and Call-In

Proposal:

Revise Article 29 as follows:

29.03 On-Call

(A) Premium

Effective April 1, 2006, an employee on-call shall be paid premium of \$3.00 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2007, an employee on-call shall be paid premium of \$3.25 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

Effective April 1, 2008, an employee on-call shall be paid premium of \$3.50 per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive \$4.25 per hour.

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

Article 29.06 Call-Back Travel Allowance

An employee called back to work shall receive call-back travel allowance as follows:

(A) (i) effective April 1, 2006, fifty cents (\$0.50) per kilometer.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 59 – Professional Responsibility Clause

Proposal:

Revise Article 59 as follows:

Article 59 – Professional Responsibility Clause

For Employers (except Health Authorities and Providence Health Care Society and Bishop of Victoria (St Joseph's General Hospital), Comox) Article 59 is unchanged.

With respect to the Health Authorities and Providence Health Care Society and Bishop of Victoria (St. Joseph's General Hospital), Comox) housekeeping changes will be required to reflect the parties' previous agreement regarding the revised structures. Additionally, the following articles are revised:

59.08 If the concern is not resolved to the employee's satisfaction, the employee may forward the matter, within seven (7) calendar days of receipt of the Article 59.07 written response, to an Assessment Committee composed of three (3) Registered Nurses/Registered Psychiatric Nurses; one chosen by the Employer, one chosen by the Union and one mutually agreed to by the parties who shall act as Chair.

59.09 The Chair selected will be a Registered Nurse/Registered Psychiatric Nurse who is well respected in the nursing profession and knowledgeable about the area of concern (or as otherwise mutually agreed).

59.10 Outside legal counsel will not be used to represent any party in this process. Each party will bear the cost of its own nominee and share equally the fee of the Chair and whatever other expense are incurred by the Assessment Committee in the performance of its responsibilities.

59.11 Within fourteen (14) calendar days of the agreed upon selection of the Chair, the Assessment Committee shall set a date to conduct a review into the matter. The Assessment Committee shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, and non-binding recommendations in writing within thirty (30) calendar

days following completion of the review to the parties with a copy sent to the Health Authority Board of Directors.

59.12 If the recommendations of the assessment committee are not responded to with a satisfactory implementation plan within fourteen (14) days of the receipt of the report, or such longer time as mutually agreed, the Assessment Committee report will be forwarded to the Provincial Nursing Workload Committee for review and action.

59.13 Current language in 59.12.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Understanding Pension for Retirees

Proposal:

Add a Memorandum of Understanding as follows:

Memorandum of Understanding

Re: Pension for Retirees

Effective April 1, 2007, provided that the Pension Plan rules can be changed which the Employer agrees to support, the Union agrees to convert the 2007 one (1) percent market adjustment to provide funding for inflation protection and benefits for retirees who were members of the Nurses' Bargaining Association (NBA) constituent unions.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 62 – Wage Schedules

Proposal:

Revise Article 62 -Wage Schedules to reflect the following:

Increases:

General Wage Increase:

April 1, 2006 – Effective the first pay period after April 1, 2006, add a general wage increase of two percent (2.0%).

April 1, 2007 – Effective the first pay period after April 1, 2007, add a general wage increase of two and one-half percent (2.5%).

April 1, 2008 – Effective the first pay period after April 1, 2008, add a general wage increase of two and one-half percent (2.5%).

April 1, 2009 – Effective the first pay period after April 1, 2009, add a general wage increase of three and two-tenths percent (3.2%).

Market Adjustments:

April 1, 2006 – Effective the first pay period after April 1, 2006 and concurrently as the general wage increase is applied, add a market adjustment of one percent (1.0%) to the wage rate.

April 1, 2007, April 1, 2008, and April 1, 2009 – Effective the first pay period after April 1, 2007, April 1, 2008, and April 1, 2009, and concurrently as the general wage increase is being applied in each year, add a market adjustment of one percent (1.0%) to the wage rate.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 28 – Shift Premium and Weekend Premium

Proposal:

Revise Article 28 as follows:

Article 28.01 Application

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

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

Article 28.02 Shift Premium

The evening shift premium will be \$0.70 per hour. Effective April 1, 2006, the night shift premium shall be \$3.50 per hour.

28.03 Weekend Premiums

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

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 54 – Isolation Allowance

Proposal:

Revise Article 54 as follows:

Article 54 – Isolation Allowance

(Former public service employees see Appendix “P”)

Employees shall be paid a lump sum isolation allowance of seventy-four dollars (\$74) per month provided that:

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

Alert Bay
Alexis Creek
Anaham
Atlin
Bamfield
Bella Bella (Waglisla)
Bella Coola
Blue River
Burns Lake
Chetwynd
Dawson Creek
Dease Lake
Edgewood
Elkford
Fort Nelson
Fort St. James
Fort St. John
Gold River
Hazelton
Houston
Hudson Hope
Kaslo
Kitimat
Kyuquot
MacKenzie
Masset

McBride
Nakusp
New Denver
Port Alice
Port Hardy
Port McNeill
Pouce Coupe
Prince Rupert
Queen Charlotte City
Smithers
Stewart
Tahsis
Tatla Lake
Terrace
Tofino
Tumbler Ridge
Valemount
Vanderhoof

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Understanding (2006- 2010)

Re: Managing Staffing Challenges in the Health Care System

Preamble:

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

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

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

Therefore:

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

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

1. Regular employees who are employed in:
 - i. Operating Room and Post Anaesthetic Room (OR / PAR) with permanently assigned staff;
 - ii. Emergency Departments (ER) with permanently assigned staff;
 - iii. Intensive Care / Critical Care Units (ICU / CCU) with permanently assigned staff;

will receive an additional fifty (50) dollars per month.

2. Regular Part-time employees are entitled to such payment on a proportionate basis.
3. It is agreed that the parties will evaluate the effectiveness of this strategy in reducing the vacancy rate and use of overtime in the areas identified in Point 1 above. These evaluations will occur, at a minimum, by March 31, 2008 and no later than three (3) months before March 31, 2010.

4. This Memorandum of Understanding is in effect from April 1, 2006 to March 31, 2010 and requires specific renewal to continue beyond the term of the current Collective Agreement. Despite the foregoing, the funding that was available for this initiative will continue. The parties will meet no later than three (3) months before March 31, 2010 with the objective of reaching mutual agreement on the application of the ongoing funding.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Understanding

Re: Incentive Payment for Pre and Post-retirees

1. The Employer will provide an annual incentive payment (the “Incentive Payment”) to:
 - i. Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and
 - ii. Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.

(collectively the “Eligible Employees”)
2. The Incentive Payment will be:
 - i. An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
 - ii. Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.

iii. Paid at the Eligible Employee's option either:

a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or

b) directly to the Eligible Employee.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

**Memorandum of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Nurses Bargaining Association (“NBA”)**

Re: One-Time Payment – 2006-2010 Nurses’ Subsector Collective Agreement

1. Consistent with the policy statements of the Minister of Finance with respect to the 2006 collective bargaining framework in the public sector, the parties acknowledge that there is one-time funding available for Collective Agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).
2. The parties acknowledge that to share in the one-time funding, the renewal Collective Agreement must be fully ratified by both parties no later than March 31, 2006.
3. The one-time payment is to be made from a fund of sixty-nine million one hundred ninety-four thousand four hundred and sixty-one dollars (\$69,194,461) which is based on a payment of three thousand one hundred dollars and fifty dollars (\$3,150) times 21,966.50 Full-Time Equivalents. The one-time amount will be distributed in accordance with the following process:
 - a. For all employees (regular and casual) employed by a health sector Employer covered by the Nurses’ Subsector Collective Agreement as of March 31, 2006, the three thousand one hundred and fifty dollars (\$3,150) lump-sum amount is to be pro-rated based on straight-time hours paid as a proportion of eight-teen hundred and seventy-nine and two tenths (1,879.2) hours between the first pay period prior to April 1, 2005 and the first pay period prior to March 31, 2006; however, the total combined lump-sum amount can not exceed three thousand one hundred and fifty dollars (\$3,150) to any employee in the Health Sector in any circumstance.
 - b. The one-time payment is subject to normal statutory deductions.
 - c. Regular employees on a leave of absence under Article 38 (Parental Leave), under Article 42.07 (Leave – Workers’ Compensation), or under the Long Term Disability Insurance Plan (with the exception of SMB recipients under the 2004-2006 PCA),

will receive the one-time payment based on their posted full-time equivalent as of the last day worked prior to the leave of absence.

4. The Employers will make a reasonable effort to pay the one-time payment to all regular and casual employees within the first six (6) pay periods after March 31, 2006.
5. In addition to the one-time payment available in 2006, the parties acknowledge that there is a one-time fiscal dividend available for Collective Agreements with a four (4) year term that extend through the 2009/2010 fiscal year. The dividend available to employees in the Nurses' Subsector is a proportionate share of up to three hundred million dollars (\$300,000,000) based on the excess over a projected surplus of one hundred and fifty million dollars (\$150,000,000) for 2009/2010. The fiscal dividend will be as set out in the attached Letter of Agreement.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

**Letter of Agreement
Between
Health Employers Association of British Columbia (“HEABC”)
And
Nurses’ Bargaining Association (“NBA”)**

Re: Fiscal Dividend

The parties agree as follows:

Having agreed the term of the Nurses’ Subsector Collective Agreement is to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies in excess of \$150 million, surplus to the B.C. Provincial Government, as defined in the Province’s audited financial statements, for the fiscal year 2009-2010.

1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus (i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers’ Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available).

- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the Employer's active payroll on March 31, 2010.
- 1.4 The payment will be made to regular and casual employees on the Employer's payroll as of March 31, 2010 pro-rated based on straight-time hours paid as a proportion of eight-teen hundred and seventy-nine and two tenths (1,879.2) hours between the first pay period prior to April 1, 2009 and the first pay period prior to March 31, 2010.

Regular employees on a leave of absence under Article 38 (Parental Leave), under Article 42.07 (Leave – Workers' Compensation), or under the Long Term Disability Insurance Plan (with the exception of SMB recipients under the 2004-2006 PCA), will receive the payment based on their full-time equivalent as of the last day worked prior to the leave of absence.

- 1.4 To facilitate the implementation of this Letter of Agreement, the parties will meet no later than six (6) months after the publication of the audited public accounts for fiscal 2009-2010 to review the formula for the dividend payment and the resulting payments to be made.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Agreement LTD Stabilization Grant

Proposal:

Add a Memorandum of Agreement as follows:

Memorandum of Agreement

**Re: LTD Stabilization Grant – 2006 – 2010 Nurses Bargaining
Association Agreement**

WHEREAS:

- A. The Minister of Finance with respect to the 2006 Collective bargaining formula in the public sector has made available one time incentive funding for collective agreements negotiated and ratified before the expiry of the previous contract term (March 31, 2006).
- B. The BCNU administers a Long Term Disability Plan which provides a supplemental monthly benefit (SMB) to a defined group of eligible employees who were disabled prior to April 1, 1998.
- C. It has been agreed that the amount of \$21,800,000 dollars (the "Payment") will be contributed to the LTD Plan so that this defined group of eligible employees will, to the extent made possible by this payment, be treated in the same manner as post April 1, 1998 LTD claimants with respect to the LTD benefit calculation.

NOW THEREFORE, IT IS AGREED:

- 1. The Payment will be made by the Government of B. C. to the NBA and delivered to the Healthcare Benefit Trust as Administrator of the Plan.
- 2. The Payment will be made effective March 31, 2006.
- 3. The Healthcare Benefit Trust, as Administrator, will create a separate trust account to receive the Payment and will utilize the Payment for the purpose of treating the defined group of eligible employees in the same manner as post April 1, 1998 LTD claimants with respect to LTD calculation to the extent made possible by the payment. The only other use which can be made of the Payment will be to pay the related administrative costs of the Healthcare Benefit Trust, as Administrator.

4. If any employee in the defined group of eligible employees becomes ineligible to receive a continued SMB payment for any reason, the balance of the monies in the trust account will be applied for the benefit of the remaining eligible employees in the defined group.
5. If monies are remaining in the trust account after there is no one in the defined group who is eligible for continued SMB payments, then the remaining monies will be transferred to the LTD Plan of the NBA and used for the benefit of beneficiaries in that Plan.
6. In entering into this Memorandum, the sole liability of the Government of B.C. is to make the Payment. In particular, the Government of B.C. will not assume liability for continued SMB payments which might not be funded by the Payment.
7. In entering into this Memorandum, it is understood that neither HEABC nor any health employer have any liability for the Payment, and that, in entering into this Memorandum, they do not assume any new liability of any kind under an LTD plan.
8. The parties agree to enter into such additional agreements as may be required to implement the terms of this Memorandum.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Understanding

Re: 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	<u>1.0</u>
Total	16.0

The parties agree that the sixteen (16) 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 (16) FTE allocation.

The positions are intended to:

- improve communications between the parties and Employers;
- foster understanding between the parties;
- reduce workplace differences short of arbitration;
- be available when needed to assist on workplace issues.

These positions will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors including a decrease in the number of grievances filed and improved resolution of workplace differences short of grievance or arbitration.

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

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Article 43 – Leave - Special

Proposal:

Revise Article 43.01 and 43.02(C) to read as follows:

- Reduce maximum accumulation to 20 days
- Maintain existing banks
- Implement 1month post ratification

43.01 Accumulation

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

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of 144 hours (20 days X 7.2 hours) as of the first pay period following [date: one month post ratification], up to and including the previous maximum of 180 hours (25 days X 7.2 hours) shall retain the accumulated balance to their credit. Where this accumulated credit exceeds 144 hours, no further credit shall be earned until the accumulated balance is reduced below 144 hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed 144 hours.

43.02 Application

Special leave shall be granted as follows:

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

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Memorandum of Agreement Early Intervention Program

Proposal:

Add a Memorandum of Agreement to include a new provision introducing an Early Intervention Program as follows:

Re: Early Intervention Program

The Parties agree that the goal of an Early Intervention Program is to complement the existing disability plans by facilitating a proactive and customized service for ill and injured employees to effectively return to work in a safe and timely manner.

WHEREAS the objectives of the Early Intervention Program are:

- a) to initiate early contact with the ill/injured employee;
- b) to identify and provide appropriate case management of the ill/injured employee's health issues;
- c) to facilitate the rehabilitation of ill/injured employees while expediting a safe and timely return to work through an early return to work plan.
- d) to convey the message that employees are valued; and
- e) to reduce the costs of sick leave and the Long-Term Disability Insurance Plan.

AND WHEREAS the parties agree to promote open discussion and support for the Early Intervention Program.

THEREFORE the parties agree on the following principles for establishing an Early Intervention Program:

1. A joint Steering Committee comprised of five (5) representatives of the Nurses' Bargaining Association and five (5) representatives of HEABC shall be established within thirty (30) days of ratification of the renewal Nurses' Subsector Collective Agreement. The purpose of the Steering Committee is to develop an agreement for the delivery/implementation of an Early Intervention Program that has a case management component. The Steering Committee will also consider how the Early Intervention Program will integrate with existing programs, including PEARS. The Committee shall call upon advisors, as required, such as the Occupational Health and Safety Agency and the Healthcare Benefit Trust.

In the event other health sector Collective Agreements include an Early Intervention Plan Steering Committee similar or identical to the Committee described above, the Nurses' Bargaining Association will make every effort to

work with HEABC and the other Union Associations to develop a health sector wide Early Intervention Plan.

2. A local implementation committee comprised of no more than three (3) representatives of the Nurses' Bargaining Association and an equal number of representatives from the Health Authority or Affiliate Employer will be established at each Health Authority or Affiliate Employer with the following mandate:
 - a) implement the Early Intervention Program developed by the Steering Committee by December 5, 2006;
 - b) promote the Early Intervention Program to employees, Unions, and Employers;
 - c) develop and implement a communications plan for the Early Intervention Program;
 - d) receive and analyze quarterly data reports to evaluate the effectiveness of the Early Intervention Program and its impact on sick leave and the Long-Term Disability Insurance Plan;
 - e) discuss issues arising from the implementation of the Early Intervention Program referenced in this Memorandum of Agreement.

In the event other health sector Collective Agreements include a local committee similar or identical to the local committee described above, the Nurses' Bargaining Association will make every effort to work with the Employer and the other Union Bargaining Associations to establish a single multi-Union local committee.

3. The parties agree that the implementation of the Early Intervention Program will be effective on December 5, 2006. In the event the Steering Committee has not agreed on the elements of the Early Intervention Program, they will refer the matter to mediation/arbitration with Donald Munroe by October 1, 2006 for a hearing by November 15, 2006. Donald Munroe shall also be available to the parties, if necessary, to facilitate the resolution of parties at the local level to resolve any disputes regarding the implementation of the Early Intervention Program.
4. The LTD Plan will administer and provide Early Intervention Program case management unless the members of the Steering Committee voluntarily agree to a different provider.
5. An Early Intervention Program provides assistance to employees, including the proper completion of any required forms. Non-participation in the Early Intervention Program may result in complications, delay or denial of LTD Plan claims and/or benefits. The parties agree that ill/injured regular employees shall participate in the Early Intervention Program and cooperate by:
 - completing all required forms;

- speaking with Early Intervention Program coordinators and/or Union representatives to discuss the potential for early return to work or accommodation plans;
 - participating in an agreed upon early return to work/accommodation plan if approved by the ill/injured employee's physician; and
 - cooperating with any recommended medical and rehabilitation interventions plans, if approved, by the attending physician.
6. The parties agree that for the purposes of the Early Intervention Program, an independent service provider engaged for the Early Intervention Program will be bound by the B.C. *Personal Information Protection Act* and have strict confidentiality policies and procedures. Information that the ill/injured employee provides to the Early Intervention Program service provider is confidential.
- However, the agreed to accommodation plan including limitations will be shared with the Employer and the Early Intervention Program Coordinator where required for early return to work plans.
7. The Steering Committee will only receive aggregate and summary data in order to measure the effectiveness of the Early Intervention Program.

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Agreed Upon Provision

Proposal:

Add a Memorandum of Agreement as follows:

Memorandum of Agreement (2006-2010)

Re: Standards for Measuring Nurse Workload and Application of Nurse Staffing Plans in British Columbia

Context

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

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

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

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

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

Implementing Appropriate Workload Measurement Tools and Nurse Staffing Plan Processes

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

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

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

Provincial Nursing Workload Committee

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

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

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

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

goals for its activities at its initial meetings.

Local Nursing Workload Committees

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

Immediate Response to Areas of Concern

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

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

Employer Objectives for Reasonable Workload

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

- The staffing level should be aligned with the mix of patients being served
- Appropriate relief should be allocated to account for vacancies due to vacation, union leave, leave of absence, etc
- There should be an appropriate surge capacity available to deal with changes in patient load and acuity over the course of time
- There should be accessible, empowered, skilled frontline leadership

- Other key resources which can assist in the management of workload and may need to be made available include:
 - a. Equipment
 - b. Clerical support
 - c. Allied health providers
 - d. Patient transport support
 - e. Information and communication technology

Implementation of Workload Measurement Indicators and Staffing Plan Processes

1. Acute Care and Residential Care

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

Phase 1: The first phase of implementation will be for a minimum of four (4) agreed-upon areas, sites or locations (two (2) in acute care and two (2) in residential care) to apply and refine the workload measurement indicators, staffing plan processes and tracking of patient outcomes.
Timeframe – Start up within 6 months.

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

Phase 2: The second phase will be the evaluation of Phase 1. Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research project on nurse staffing conducted through the University of Toronto.
Timeframe – To be determined by the PNWC.

Phase 3: The third phase will be the implementation of agreed-upon appropriate indicators, nurse staffing plans and tracking of patient outcomes on a province-wide basis.
Timeframe – To be determined by the PNWC.

2. Community and Mental Health

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

indicators.
Timeframe – One (1) year.

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

The LNWC will provide ongoing advice to the Health Authority operational leadership and the PNWC on the implementation of workload measurement indicators and staffing plan processes in the selected areas/sites/locations.
Timeframe – Start-up within three (3) months of the completion of Phase 1.

Phase 3: The third phase will be the evaluation of Phase 2. Such evaluation will include the assistance of clinical nurse researchers including, but not limited to, a researcher associated with the CHSRF research_project on nurse staffing conducted through the University of Toronto_who will be involved at the beginning of Phase 1.
Timeframe – To be determined by the PNWC.

Workload Resolution Process

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

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

All of which is agreed this day of March 2006.

Signed on behalf of the NBA:

Signed on behalf of HEABC:

Attachment to: MOA - Standards for Measuring Nurse Workload and Application of Nurse Staffing Plans in British Columbia

Strategic Workload Analysis Team (SWAT)

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

- The Team will communicate with the Local Nursing Workload Committee (LNWC) and share solutions with other Health Authority SWAT Teams.