

## HEABC/NBA Negotiations 2004

HEABC and the NBA agree to recommend to their principals; (1) The attached amendments to the collective agreement and (2) The attached issues identified under Miscellaneous.

### **Language Items**

Worksite Seniority

Bumping

Mileage

Electronic Pay Stubs

Electronic Job Postings

Change of Arbitrators – Classification of New Position

Change of Arbitrators – Change in Classifications

Change of Arbitrators – Troubleshooters

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Effective and Terminating Dates

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Appendix C – Process to update

Removing/revising articles impacted by the *Health and Social Services Improvement Delivery Act*

### **Miscellaneous - Issues Addressed**

Professional Responsibility Form

OHSAH

Phased-In Retiree/New Graduate Partnership Program

Signed on behalf of HEABC

Signed on behalf of the NBA

Date \_\_\_\_\_

Language Items

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**Worksite Seniority**

Revise Article 13 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.

**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 (DSLAs) 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 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.

Existing articles 13.03 to 13.06 to be renumbered to 13.05 to 13.08.

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**Bumping**

Revise Article 19 as follows.

**Article 19 - Lay-off & Recall**

Prior to January 1, 2006, some provisions of this Article will be superceded by the *Health Authorities and Social Service Delivery Improvement Act and its Regulation*. Effective January 1, 2006 the following language will apply.

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 Dovetailed Seniority List Area (DSLAs), a current union seniority list for the worksite (see Article 13.07) as well as a dovetailed seniority list for the 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)(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)(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 the time.

Regular employees identified by the Employer as displaced due to a reduction in the workforce 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 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. 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.

**(3) Bumping**

- (a) Displaced employees can elect to bump to a position in line with seniority (subject to 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
  - 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, 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 seniority, they may bump into the most junior comparable position held by an employee with seven (7) years or more seniority on the dovetail 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), 19.01(B)(2) or 19.01(B)(3) 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 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) 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), (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 rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

**19.02 – 19.06**

These Articles will remain in the collective agreement without any changes.

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**Mileage**

Revise Article 29.06 and Section 2 Article 57.02 as follows.

***Mileage Reimbursements***

The following mileage rates will apply to Articles 29.06 and Section 2 Article 57.02

- (i) effective April 1, 2003, forty-four cents (\$0.44) per kilometer;
- (ii) effective October 1, 2004, forty-five cents (\$0.45) per kilometer;
- (iii) effective April 1, 2005, forty-six cents (\$0.46) per kilometer;

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**Electronic Pay Stubs**

Amend Article 56.04 to read.

***Statement of Wages***

An Employer shall, on every pay day, ~~provide~~ give to each employee a ~~separate~~ written statement of wages of her pay period stating:

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(A) – (J) no change

Add:

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

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### **Electronic Job Postings**

Amend Article 17.01 by adding a new (D) as follows:

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.

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### **Change of Arbitrators – Classification of New Position**

Amend 21.02 (B)iii) by deleting Stephen Kelleher and inserting Joan Gordon.

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### **Change of Arbitrators –Change in Classifications**

Amend 22.02 (B)iii) by deleting Stephen Kelleher and inserting Joan Gordon.

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### **Change of Arbitrators –Troubleshooters**

Amend Article 9.02 – Industry Troubleshooter as follows:

#### **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:

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- (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.

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### **Change of Arbitrators - Expedited Arbitrator**

Amend 10.06 (l) by deleting Stephen Kelleher and Heather Laing and inserting Judi Korbin and John Hall.

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### **Effective and Terminating Dates**

Amend Article 60 to read as follows:

- (A) This Agreement shall be effective from April 1, 2004 and shall remain in force and be binding upon the parties until March 31, 2006 and thereafter until a new Agreement has been consummated.

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

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

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### **Supplemental LTD**

Amend Appendix B Section 2 (A) (1) "Supplemental Monthly LTD Benefit," Section 5, Section 15 and Appendix CC.

**Amend Appendix B Section 2 (A) (1) "Supplemental Monthly LTD Benefit" to read as follows:**

- (1) **Supplemental Monthly LTD Benefit ("SMB") Pre-April 1, 2005**

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The Supplemental Monthly LTD Benefit for eligible claimants prior to April 1, 2005 shall be as provided in the 2001-2004 HEABC/NBA Provincial Collective Agreement.

### (2) 2005 – 2007 Supplemental Monthly LTD Benefit (“2005 – 2007 SMB”)

- (a) The Parties agree that the eligible employees, who have been receiving, and continue to receive, benefits under the provisions of the LTD Plan that was in effect prior to the effective date of this agreement, ought to be afforded benefit enhancements. The intent is to ensure that these eligible employees are not unduly disadvantaged or excluded from enhancements to benefits under the LTD Plan effective the date of this agreement because they were:
  - (i) eligible for benefits or were receiving benefits prior to and including March 31, 1998 (March 31, 1999); and
  - (ii) not actively at work due to illness or injury prior to and including March 31, 1998 (March 31, 1999).
- (b) Commencing on April 1, 2005, and continuing for a further twenty-four (24) months thereafter, all eligible employees who, prior to and including March 31, 1998 (March 31, 1999) were receiving or, were entitled to receive benefits under the LTD Plan shall be eligible for the 2005 - 2007 Supplemental Monthly LTD Benefit.
- (c) The 2005 – 2007 SMB will be funded solely by the B.C. Nurses Union and will only apply to claimants who were members of the B.C. Nurses Union at the date of disability and who currently receive, or who, due to a successful appeal, become eligible to receive LTD benefits from the Healthcare Benefit Trust (HBT). The amount of the 2005 - 2007 SMB payable to existing claimants will be reduced if the HBT is advised by the BCNU that the 2005 - 2007 SMB is non-taxable.
- (d) The 2005 – 2007 SMB will be administered by the HBT through a Third Party (fee-for-service) Administration Agreement (“Administration Agreement”) once approved by both the B.C. Nurses Union and the HBT Board of Trustees. The Administration Agreement will include a provision for HBT to provide monthly statements showing the amounts paid out to claimants (subject to privacy obligations placed on HBT) to the BCNU. An audit of the payments will be conducted annually.
- (e) The B.C. Nurses Union agrees to indemnify and hold harmless HBT and HEABC if an employee claims that any entitlement pursuant to the 2005 – 2007 SMB is incorrect.
- (f) The formula for calculating the amount of the 2005 – 2007 SMB shall be determined by the B.C. Nurses Union and communicated to HBT and HEABC no later than January 15, 2005.

The 2005 -2007 SMB shall be paid as a separate benefit in addition to the regular monthly LTD net-of-offsets benefit that the employee is eligible to receive.

## Section 5

Add the following paragraph to the end of section 5:

The 2005 -2007 SMB shall not be used to offset the benefit from this Plan unless the combined disability income from all sources exceeds 66-2/3 percent of the current wage rate applicable to the disabled employee’s pre-disability job classification.

Delete Section 15

Delete Appendix CC

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**Appendix C – Process to update**

The parties agree to meet during August 2004 to update Appendix C to reflect current entries on the NBA Consolidated Certifications and any pending changes to the consolidated certificates that the parties agree to.

Any Appendix C entries that remain in dispute by August 31, 2004 will be marked with an asterisk until resolved.

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**Removing/revising articles impacted by the *Health and Social Services Improvement Delivery Act***

The NBA and HEABC will meet prior to the end of August 2004 to finalize the deletion of those articles of the collective agreement rendered void and inoperable by the *Health and Social Services Delivery Improvement Act*, including but not limited to Appendix A and other references to ESLA.

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**Miscellaneous - Issues Addressed**

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**Professional Responsibility Form**

The current Professional Responsibility Form will be amended to facilitate the inclusion of other unions in the NBA.

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**OHSAH**

The Ministry of Health has advised that funding will be provided to OHSAH until March 31, 2007.

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**Phased-In Retiree/New Graduate Partnership Program**

LETTER OF UNDERSTANDING

Between

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

And

NURSES' BARGAINING ASSOCIATION

Re: Phased-In Retiree / New Graduate Partnership Program

WHEREAS the parties undertook to establish a framework for collaborative and interest-based discussions to renew the HEABC-NBA Collective Agreement which expired March 31, 2004.

AND WHEREAS those discussions led to agreement on a number of guiding principles relevant to the Phased-In Retiree / New Graduate Partnership Program, including the following:

- Nurses and employers are interdependent and need to work collaboratively to address issues of mutual concern within the context of the larger system, which is made up of many health care groups.
- Policy decisions must be flexible so that they can be adapted to a variety of settings across diverse populations involved in health care service delivery.
- Discussions will focus on working towards mutual gains that will result in improvement of the system for patients, operations for employers, and work lives for nurses.
- While immediate results are an aim of these discussions, it is also necessary that recommendations will be sustainable in a large, complex environment over the long term.
- We want to recognize the inter-generational nature of the nursing workforce.

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AND WHEREAS those discussions also led to agreement on the following goals regarding newly graduated nurses and older nurses:

- A goal to get new graduates more connected to the workplace and retain them in British Columbia.
- Our goal is to explore enhanced opportunities for older nurses and new graduates.

NOW THEREFORE, the parties agree on a without prejudice and without precedent basis to establish a Phased-In Retiree / New Graduate Partnership, which on a voluntary basis for all parties, would allow:

- Nurses who are 60 years of age or older and who are working in full time positions, to apply to work half time in their position as a part time regular nurse for up to three years while continuing to contribute employer and employee pension plan premiums on the basis of full time hours.
- Employers who agreed to a phased retirement to hire a newly graduated nurse as a part time regular employee (and therefore be enrolled in the pension plan and receive health and welfare benefits) into the other half of the full time position without going through the vacancy posting provisions of Article 17 of the collective agreement.
- A newly graduated nurse to automatically assume the full time regular position created by the retirement of the senior nurse.

The Phased-In Retiree / New Graduate Partnership Program will be established on the following terms:

### **Definitions:**

Phased-In Retiree: A regular full time General Duty Nurse (Level 1 or Level 2) 60 years of age or older and eligible for a pension from the Municipal Pension Plan upon retirement.

New Graduate: Graduate of a BC School of Nursing within 1 year previous to placement in a Phased-In Retiree / New Graduate Partnership,

or

A casual General Duty Nurse (Level 1 or Level 2) or prior Undergraduate Nurse program participant who has graduated from a Nursing School within 1 year previous to placement in a Phased-In Retiree / New Graduate Partnership.

### **Term:**

Individual Phased-In Retiree / New Graduate Partnerships may have a term of up to three years duration.

### **Status:**

Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions.

The Phased-In Retiree and New Graduate in the Partnership will be regular part-time employees for the duration of the partnership. Phased-In Retirees and New Graduates will each work half-time (.5 FTE) in the partnered position.

The Phased-In Retiree will continue to contribute employee pension plan premiums on the basis of full-time hours and the Employer will continue to contribute the Employer pension plan premiums on the basis of full time hours.

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Probationary and qualifying periods will continue to apply as per the collective agreement.

Temporary relief for a partnered position will be determined pursuant to the collective agreement. However, partnership participants will relieve for each other where there is no other source of relief.

The New Graduate in the Partnership will automatically assume the full-time position upon retirement of the Phased-In Retiree and become a regular full-time employee at that time.

### **Appointment & Utilization:**

The parties recognize that involvement in the Phased-In Retiree / New Graduate Partnership Program is voluntary, on a case by case basis, for all parties. It is further agreed that there will be no pressure brought to bear on employers or employees to participate in the Program, nor will there be access to the grievance procedure should the Program not be established at the facility level.

It is understood that these partnerships will not be subject to the vacancy posting provisions of Article 17 of the collective agreement.

Employers interested in proceeding with the program will seek written expressions of interest from employees who are eligible as Phased-In Retirees.

Phased-In Retiree candidates will provide a prospective retirement date in writing when applying for the program. This date will apply if they are accepted for a Phased-In Retirement Partnership.

Employers will determine the unit(s) for and the number(s) of potential partnerships.

Without limiting the generality of the foregoing, partnerships will not be established in areas such as Ambulatory or Day Clinics, or Infection Control.

If more Phased-In Retirees within a given unit are interested in the program than available opportunities on that unit, selection will be by seniority, within the unit.

Expressions of interest will be sought from the New Graduates.

If more New Graduates are interested in the program than available partnerships, selection amongst the New Graduates will be on the basis of the collective agreement criteria.

New Graduates will be matched to partnerships by the Employer.

To avoid potential disputes about this new Program, employee or Employer concerns will be discussed with designated provincial HEABC and NBA representatives and attempts will be made to resolve same before a grievance is initiated.

Failing resolution as above, disputes regarding the selection of New Graduates will be resolved through written submissions to Chris Sullivan, who will act as an expedited arbitrator. Decisions of the expedited arbitrator will be on a without prejudice and without precedent basis.

Nothing in the foregoing is intended to preclude or supercede resolution at the Employer/employee/union level.

### **Evaluation:**

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The parties recognize the importance of evaluating the effectiveness and efficiency of the Phased-In Retiree / New Graduate Partnership Program.

This evaluation will occur on an annual basis and will include:

- a) The effect on recruitment and retention of New Graduates.
- b) The length of time of continued employment of the phased retirees.
- c) The age of phased retirees at retirement.
- d) The amount and reason for turnover of the partnered positions.
- e) The effect on consolidation of practice skills of New Graduates.
- f) Satisfaction of Phased-In Retirees and New Graduates with these positions.
- g) The costs incurred or savings realized as a result of the Program.
- h) Operational considerations regarding Program implementation and/or maintenance.

Confirmation of partnership documentation will be generated for each partnership established specifying information including the names of participants, whether they were previously employed in the health sector as an undergrad nurse or a casual, worksite, ward/unit , job title, increment level, estimated length of partnership, etc. This documentation will be utilized in the evaluation process. A copy of the partnership document will be forwarded to HEABC and the NBA.

**Cancellation:**

Either party, on sixty (60) days' notice may cancel this Letter of Understanding.

Should either party cancel this Letter of Understanding, existing partnerships will continue for their agreed duration, subject to individual discontinuation as below.

If the New Graduate gives 30 days notice of discontinuation of her participation in the partnership, efforts will be made to find a replacement New Graduate for the partnership. \_If those efforts are unsuccessful, the Phased-In Retiree will assume the position on a full time basis, post into another regular position, transfer to casual status or resign.

**Other:**

Participation in a partnership will not result in the reclassification of participants or in the payment of additional premiums to the Phased-In Retirees.

The parties acknowledge that this Letter of Understanding does not form part of the collective agreement, is on a without prejudice and without precedent basis and is not to be introduced as evidence or otherwise referred to in any way in any other proceeding except for the interpretation/administration of this Letter of Understanding.

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For the NBA

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For the HEABC

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For the NBA

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For the HEABC

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date