

NURSES' BARGAINING ASSOCIATION

RETIREE BENEFIT PROGRAM

EFFECTIVE JANUARY 1, 2011

ADOPTED AUGUST 16, 2011

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TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION	1
ARTICLE 2	DEFINITIONS	4
ARTICLE 3	ELIGIBILITY	6
ARTICLE 4	ADMINISTRATION OF THE RBP	7
ARTICLE 5	RBP COMMITTEE TERMS OF REFERENCE	9
ARTICLE 6	BENEFITS	12
ARTICLE 7	FUNDING OF THE RBP	13
ARTICLE 8	AMENDMENT AND TERMINATION	14
SCHEDULE "A"	- BENEFIT AMOUNTS	15
SCHEDULE "B"	- ACCEPTANCE OF COMMITTEE APPOINTMENT FORM	16
SCHEDULE "C"	- ELIGIBILITY FOR CERTAIN FORMER NURSES' BARGAINING ASSOCIATION MEMBERS	17
SCHEDULE "D"	- ELIGIBILITY FOR LICENSED PRACTICAL NURSES	18

ARTICLE 1 - INTRODUCTION

1.01 In October 2003, the British Columbia Nurses' Union ("BCNU") commenced a representative action on behalf of retired nurses who were members of the B.C. Municipal Pension Plan (the "MPP") challenging the validity of changes that the MPP Board of Trustees made to their post-retirement benefits including Medical Services Plan ("MSP") premium subsidies. BCNU's primary claim was that post-retirement benefits vested upon retirement. Accordingly, BCNU argued that retirees were entitled to continue to receive the same level of post-retirement benefits and premium subsidies as existed before they retired. In January, 2006, the B.C. Supreme Court upheld the changes made by the MPP Board of Trustees and dismissed BCNU's claim.

1.02 Pursuant to Appendix CC of the Provincial Collective Agreement between the Health Employers Association of B.C. ("HEABC") and the Nurses' Bargaining Association ("NBA") dated April 1, 2006 to March 31, 2010, and extended until March 31, 2012, it was provided that:

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

The intention behind the Appendix CC agreement was to have the British Columbia Pension Corporation ("Pension Corporation") administer the one (1) percent market adjustment as a tax-free fund.

1.03 Subsequent to meetings and negotiations with the Pension Corporation it was determined that the MPP rules could not readily be changed and that Pension Corporation was not in a position to administer payment of the one (1) percent market adjustment as contemplated by Appendix CC of the Provincial Collective Agreement. Consequently on June 2, 2010, the BCNU entered into information sharing agreements (the "Agreements") with the Pension Corporation respecting the sharing of information about members of the BCNU. The purpose of the Agreements was to provide a framework for information sharing between the Pension Corporation and the BCNU to facilitate the administration and payment of the Retiree Benefit Program benefits described herein to retired members of the MPP and the Public Service Pension Plan ("PSPP") who are eligible for the benefits provided by the Nurses' Bargaining Association Retiree Benefits Program ("RBP).

1.04 The Agreements also stipulate that the BCNU must keep confidential and protect the personal information provided to it from the Pension Corporation and the BCNU agreed not to disclose any of the personal information disclosed to it except as permitted under the provision of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, or as a result of an order of a court to disclose records and/or personal information.

- 1.05 The first payments made by employer members of the HEABC under the RBP, totalling \$16,200,000, were received by the BCNU on behalf of the NBA in the spring of 2009 at which time the BCNU Council made the decision, on behalf of the NBA, to reimburse part of the MSP premiums paid by Eligible Retirees. Subsequently, application forms for the RBP were sent to Eligible Retirees with the first payments from the RBP processed in December 2009. The first payments covered 11 months of MSP premiums (January to and including November 2009) for members of the MPP and Canadian Blood Services Pension Plan (“CBSPP”) at a maximum reimbursement of \$27 per month and 6 months of MSP premiums (January to and including June 2009) for members of the B.C. Public Service Pension Plan (“PSPP”) at \$18 per month. On behalf of the NBA, the BCNU Council subsequently increased the maximum benefit for MPP and CBSPP members to \$28.50 per month and to PSPP members to \$21.00 per month.
- 1.06 On December 13, 2010, the BCNU, on behalf of the NBA, entered into an agreement with the HEABC (the “HEABC Agreement”) wherein it was agreed how the monies identified in Appendix CC to the Provincial Collective Agreement for the contract year April 1, 2009 to March 31, 2010 (which was determined to be \$19,800,000) would be collected from employers of the HEABC and subsequently transferred to the BCNU on behalf of the NBA and held for purposes of the RBP described herein.
- 1.07 The HEABC Agreement provided that the funds received by the BCNU would be maintained in a special account which will not be used for any other purpose other than for disbursement to retirees who were members of the NBA constituent unions for purposes of providing funding for post-retirement inflation protection and benefits for retirees.
- 1.08 The HEABC Agreement stipulated that the BCNU, on behalf of the NBA, is required to provide a draft outline for the long term plans to manage and distribute the monies received on an annual basis from the HEABC, that the BCNU, on behalf of the NBA, will consult an actuary to assist in the planning process, and that the BCNU, on behalf of the NBA, will provide the HEABC and the B.C. Ministry of Health Services with a copy of the foregoing outline when available in 2011.
- 1.09 The HEABC Agreement requires the BCNU, on behalf of the NBA, to provide annual reporting to the HEABC to verify disbursement of funds. The report shall be provided by the Nurses’ Bargaining Association Retiree Benefit Program Committee (the “Committee”, as defined herein and established pursuant to Article 5) on behalf of the NBA, and shall include a summary statement of the RBP transactions and balances for the year and a copy of the RBP’s audited financial statements.
- 1.10 The purpose of this RBP text is to provide rules and procedures for the NBA and the NBA’s delegated administrator of the RBP, the Committee, to manage the special account described above in Article 1.07, herein defined as the Nurses’ Bargaining Association Retiree Benefit Program Fund (the “RBP Fund”). The RBP is to provide Eligible Retirees with post-retirement inflation protection and other benefits as may be determined by the Committee from time to time but only to the extent the RBP Fund is able to provide such benefits with monies received from the HEABC or any other health

employer funding agents that may agree to provide such funding for the RBP together with investment earnings on the RBP Fund.

- 1.11 This RBP and the RBP Fund are not intended to constitute or create a trust. Other than the disbursement of benefits from the RBP Fund to Eligible Retirees described herein, the Recipients and future Eligible Retirees have no right, title or interest in or to the assets of the RBP Fund.
- 1.12 Given that the RBP and the RBP Fund are administered by the Committee on behalf of the NBA, and that the NBA qualifies as a “labour organization” under section 149(1)(k) of the *Income Tax Act* (Canada), the activities of the Committee in administering the RBP and the RBP Fund are intended to secure post-retirement benefits to Eligible Retirees, the RBP Fund should not be subject to income tax on any of its investment earnings.

ARTICLE 2 - DEFINITIONS

In the RBP, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 2.01 “Act” shall mean the British Columbia *Freedom of Information and Protection of Privacy Act* and Regulations as amended from time to time, and similar legislation and regulations of any government having jurisdiction over the RBP.
- 2.02 “Actuary” shall mean an actuary who is a Fellow of the Canadian Institute of Actuaries, or a firm of independent actuaries of which at least one of their employees is an Actuary. The Actuary shall be selected by the Committee for purposes of the RBP.
- 2.03 “Administrator” means the Committee, which administers the RBP on behalf of the NBA.
- 2.04 “BCNU” means the British Columbia Nurses’ Union.
- 2.05 “BCNU Council” means the Council of the BCNU.
- 2.06 “BCNU Executive” means the Executive Committee of the BCNU.
- 2.07 “CBSPP” means the Canadian Blood Services Pension Plan.
- 2.08 “Eligible Retiree” shall have the meaning defined in Article 3 Eligibility.
- 2.09 “Exempt Employer” shall have the meaning set out in Schedule “C”.
- 2.10 “Health Employers Association of BC” or “HEABC” means the accredited bargaining agent for most of the publicly funded healthcare employers in the Province of British Columbia.
- 2.11 “HSA” means the Health Sciences Association.
- 2.12 “*Income Tax Act*” shall mean the *Income Tax Act* (Canada), as amended from time to time and includes Regulations thereunder.
- 2.13 “Investment Manager” means an external professional Investment Manager(s) appointed by the Committee to manage and invest the RBP Fund in accordance with Statement of Investment Policies and Procedures established by the Committee as a tool for the effective investment and management of the RBP Fund.
- 2.14 “MPP” means the British Columbia Municipal Pension Plan.
- 2.15 “MSP” means the Medical Services Plan of British Columbia.
- 2.16 “NBA” means the Association known as the Nurses’ Bargaining Association (the “NBA”) established under Articles of Association dated March 18, 1998 pursuant to

Section 19.9(5) of the *Health Authorities Act* of British Columbia for the purpose and objects stipulated in the said NBA Articles of Association.

- 2.17 “NBA Retiree Benefit Program Application Form” means the form or forms established by the Committee that are required for Eligible Retirees to begin receiving benefits under the RBP.
- 2.18 “Nurses’ Bargaining Association Retiree Benefit Program Committee” or “Committee” means the Committee described in Article 5 to this Plan.
- 2.19 “PSPP” means the British Columbia Public Service Pension Plan.
- 2.20 “RBP” means this Nurses’ Bargaining Association Retiree Benefit Program, either in its present form or as may be amended from time to time.
- 2.21 “RBP Fund” means the special account established by the NBA solely for purpose of receiving monies collected by the HEABC from health sector employers under the terms of the Provincial Collective Agreement, as may be amended or revised from time to time, including investment gains and losses arising therefrom, less all proper distributions and expenditures made from the account in order to make payments for purposes of the RBP to Eligible Retirees.
- 2.22 “Recipient” means an Eligible Retiree who has completed and submitted his or her NBA Retiree Benefit Program Application Form including all ancillary forms required from time to time by the Committee and who is then deemed eligible by the Committee to receive benefits under the RBP and who continues to meet eligibility requirements.

Whenever the singular or masculine pronoun is used the same shall be considered as meaning the plural or the feminine or the body politic or corporate, and vice versa, wherever the circumstances require.

From time to time the Committee may, in good faith, in its sole discretion:

- (a) Define any term which is not defined herein; or
- (b) Interpret any provision of this RBP which is ambiguous or uncertain

and such definition or interpretation will be final and binding on all parties.

ARTICLE 3 - ELIGIBILITY

3.01 “Eligible Retiree” shall include a person who meets all of the following criteria:

- (a) has been a member of one of the NBA’s constituent unions for at least two (2) consecutive years as at the member’s date of retirement, and retired under the Provincial Collective Agreement. For purposes of determining whether a person is an Eligible Retiree, “retirement” shall mean the date at which the Eligible Retiree is in receipt of a pension payment from the MPP, PSPP, or CBSPP;
- (b) is in receipt of a pension from either the MPP, the PSPP or the CBSPP; and
- (c) for retirees in receipt of a pension from either the MPP or PSPP, is paying part or all of the premiums for the MSP from their own pension and not from a pension as a survivor of a deceased pensioner.

3.02 Benefits payable under the RBP are limited to Eligible Retirees and are not available to spouses or dependents of Eligible Retirees.

3.03 Each Eligible Retiree shall be eligible to become a Recipient upon completion and submission of the RBP Application Form. The RBP Application Form must be received within one (1) year from the date of the Eligible Retiree’s pension commencement from the MPP, PSPP, or CBSPP to qualify for benefits under the RBP.

3.04 The Pension Corporation provides eligibility information for Eligible Retirees receiving a pension from the MPP and PSPP. CBSPP member eligibility is based on individual retiree applications.

3.05 Each Eligible Retiree must mail or deliver in person the RBP Application Form to the RBP Committee at 4060 Regent Street, Burnaby, British Columbia, V5C 6P5, or at such other address as the Committee may otherwise direct from time to time.

3.06 Should any employer currently represented by the HEABC withdraw from the HEABC and cease to be covered by the Provincial Collective Agreement, the Committee will study the effect of the employer’s withdrawal from the HEABC on current and future Recipients and Eligible Retirees, and will in its sole discretion determine eligibility considerations of such affected Eligible Retirees and Recipients. Schedule “C” sets out eligibility criteria for the foregoing.

3.07 Eligibility criteria for licensed practical nurses represented by the NBA is set out in Schedule “D”.

ARTICLE 4 - ADMINISTRATION OF THE RBP

4.01 The RBP is administered by the Committee on behalf of the NBA. The Committee has all the powers necessary to administer the RBP in accordance with terms defined herein, including but not limited to the following:

- (a) to interpret the provisions of the RBP and to determine any questions arising under the RBP, or the administration or operation thereof;
- (b) to determine all considerations affecting eligibility of any person to become an Eligible Retiree or Recipient of the RBP, and to exercise discretion using the principles of fairness, equity, and good faith to determine eligibility in scenarios not expressly contemplated by the RBP, as amended from time to time;
- (c) to authorize and direct all disbursements from the RBP Fund, including all payments of benefits, administrative expenses, including administrative expenses paid to the Pension Corporation, any amount required to provide an indemnity pursuant to Article 5.12, and reasonable expenses incurred by the Committee in relation to administering the RBP;
- (d) to distribute T4A forms to Recipients in accordance with the *Income Tax Act*;
- (e) to employ and supervise such counsel, advisors and agents and to obtain and supervise such clerical, legal and actuarial services as they may deem necessary or appropriate in carrying out the provisions of the RBP, and to pay the reasonable costs of such services from the RBP Fund;
- (f) in consultation with the Actuary, to adopt for purposes of the RBP such mortality and other tables as they may deem necessary or appropriate for the operation of the RBP;
- (g) to make valuations and appraisals of the assets of the RBP Fund and, in consultation with the Actuary, to determine the liabilities of the RBP;
- (h) to obtain an audit of the RBP Fund on an annual basis;
- (i) to establish in consultation with the Actuary and the Investment Manager, the Statement of Investment Policies and Procedures;
- (j) to create reserves from assets of the RBP Fund for any purpose not currently contemplated under the RBP; and
- (k) to amend the RBP, including amending the existing benefits payable under the RBP, adding or removing other inflation protection and benefits for Eligible Retirees, and creating, amending, or removing sub-groups of Eligible Retirees entitled to specific benefits;
- (l) to terminate the RBP, in consultation with legal counsel and the Actuary, in accordance with applicable laws.

4.02 The Committee shall report from time to time on the RBP to the following groups, entities, or individuals upon request:

- NBA members;
- Executives of the NBA constituent unions;
- the HEABC;
- the B.C. Ministry of Health Services; and
- the B.C. Ministry of Finance.

4.03 Decisions and determinations of the Committee not inconsistent with the provisions of the RBP shall be binding and conclusive on all interested persons.

4.04 Neither the establishment of the RBP, nor any modification thereof, nor any action taken hereunder, nor any omission to act, if acting honestly and in good faith and not constituting wilful misconduct either by the Committee or the NBA, including employees and agents of the Committee or the NBA, or the constituent unions of the NBA, shall be construed as giving any Eligible Retiree or Recipient any legal or equitable right against the Committee or the NBA or any employees and agents of the Committee or the NBA. No Committee member shall be liable for the act or omission of any other Committee member, or any agent or employees of such Committee member or the NBA or any constituent union of the NBA. The NBA and its constituent unions shall not be liable for the act or omission of any Committee member, or any agent or employee of the Committee.

ARTICLE 5 - RBP COMMITTEE TERMS OF REFERENCE

5.01 The Committee is comprised of the following representatives, each appointed by their respective union for terms of three (3) years:

- Six (6) representatives from the BCNU;
- one (1) representative from the HSA.

5.02 The six (6) BCNU representatives include the BCNU Provincial Treasurer, the BCNU Executive Councillor – Pensions, one BCNU retiree, and three additional representatives appointed by the BCNU.

5.03 The HSA representative shall be appointed by their respective union.

5.04 The Chairperson of the Committee is determined by the Committee from time to time. The Chairperson shall vote only to break a tie among Committee members.

5.05 Quorum is 5 (five) Committee members.

5.06 Each Committee member or successor Committee member shall sign an Acceptance of Committee Appointment Form (see Schedule “B”) and is deemed to accept and consent to act as a Committee member strictly in accordance with the provisions of this Article and the RBP.

5.07 The Committee shall meet as needed, subject to a minimum requirement to meet at least annually at a time and place to be determined by the Chairperson of the Committee.

5.08 The Chairperson may direct, and any other 4 (four) members of the Committee may request to hold a special meeting, and such special meeting shall be held within sixty (60) days of the request.

5.09 Members of the Committee may attend meetings in person or by way of telephone conference call or video conference.

5.10 The Committee shall prepare formal meeting minutes for each Committee meeting.

5.11 Any Committee member properly authorized by the Committee is authorized to execute and deliver all documents in relation to the RBP.

5.12 The NBA and the NBA constituent union(s) that appointed each Committee member(s) shall save harmless and fully indemnify from the assets of the RBP Fund members of the Committee, and employees of the Committee, which may include employees of the NBA or its constituent unions, to whom the Committee delegates administrative duties, their heirs, executors, administrators, successors and legal representatives at all times from and against all claims and demands of every nature and kind and all proceedings in respect of which may be made or brought against them on behalf of any Eligible Retiree or Recipient or such person’s spouse, heirs, executors, administrators and beneficiaries

except for any claims, demands and proceedings arising from any act or omission which is due to wilful misconduct, fraud, or lack of good faith.

5.13 The Committee shall:

- (a) administer the RBP and RBP Fund in the best interests of the Recipients;
- (b) exercise the care, diligence and skill in the administration and investment of the RBP Fund that a person of ordinary prudence would exercise in dealing with the property of another person; and
- (c) use any special and relevant knowledge and skill that members of the Committee possess or ought to possess by virtue of their profession, business or calling;

5.14 The Committee must protect personal information of all Eligible Retirees provided to it by the Pension Corporation by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal and in all cases, must keep confidential all personal information provided to the Committee by the Pension Corporation as a result of the Agreements with the BCNU, or subsequent agreements between the Pension Corporation and the NBA, Committee, or constituent unions of the NBA. Accordingly, the Committee will not disclose any of the personal information disclosed to it except as permitted under the said Agreements, or under the provisions of the Act, or as a result of an order of a court or competent tribunal to disclose records and/or personal information.

5.15 COMMITTEE CONFLICT OF INTEREST PROVISIONS

- a) **Duty:** Committee members are under a duty to act in the best interest of the RBP Recipients.
- b) **Conflicts:** The Committee recognizes that situations may arise in which Committee members' personal, business, or other interests conflict, or might be perceived to conflict, with their duties as a Committee member. A Committee member's eligibility for benefits under the RBP shall not, in and of itself, constitute a conflict of interest.
- c) **Reporting:** Committee members shall report to the Committee any instances where their personal, business or other interests might, or might be perceived to, come into conflict with their duties as a Committee member.
- d) **Resolution of Conflicts:** A Committee member reporting to the Committee an instance or potential instance of a conflict of interest may recommend to the Committee one or more of the following:
 - i The reporting Committee member abstain from discussion and decision-making about the relevant issue; or

- ii. The reporting Committee member be excluded from the meeting(s) and any related correspondence or material in connection with the relevant issue; or
 - iii. Any other resolution option the Committee member considers to be appropriate in the circumstances.
- e) The Committee may accept some, all, or none of the recommendation(s) of the reporting Committee member, and the Committee may choose any other resolution option it considers appropriate in the circumstances, including options not expressly referenced above.

ARTICLE 6 - BENEFITS

6.01 Benefits payable under the RBP are set out in Schedule “A”, as amended from time to time.

ARTICLE 7 - FUNDING OF THE RBP

- 7.01 Funding of the RBP is exclusively from the one (1) percent market adjustment of payroll collected from employers by the HEABC and subsequently transferred to the BCNU on behalf of the NBA, plus investment returns. Pursuant to the HEABC Agreement, collection of the one (1) percent market adjustment of payroll by HEABC is undertaken by HEABC as a courtesy only and does not constitute the assumption of liability by HEABC.
- 7.02 If monies are not fully collected from the employers, it is acknowledged that the NBA, or its constituent unions, may pursue, but is not obligated to pursue, collections of any outstanding monies through the grievance procedures of the Provincial Collective Agreement at the individual employer level.
- 7.03 The Committee may seek alternative funding sources for the purposes of the RBP as it deems necessary in its sole discretion; however, the Committee is under no obligation whatsoever to seek alternative funding sources for the RBP.
- 7.04 RBP Fund investments and financial decisions for the operation of the RBP and the RBP Fund shall be made in accordance with applicable laws and in the best financial interests of the Recipients but always in a manner that a reasonable and prudent person would apply to a portfolio of investments having regard to the purposes of the RBP.

ARTICLE 8 - AMENDMENT AND TERMINATION

- 8.01 The RBP may be amended from time to time by the Committee. Any amendment of the RBP shall be made by the adoption of a resolution by the Committee.
- 8.02 Any amendment to the RBP shall not result in the payment of any assets in the RBP Fund to the NBA or its constituent unions.
- 8.03 The RBP assets and liabilities may be transferred, merged or consolidated with the assets and liabilities of another similar plan providing funding for post-employment inflation protection and benefits for retirees with or without maintaining a separate fund and account in respect thereof but only if such transfer, merger or consolidation of the RBP with another similar plan is deemed acceptable to the Committee and is in keeping with the primary purposes set out in Article 1 Introduction.
- 8.04 Although the Committee expects to continue the RBP indefinitely, it nevertheless reserves the right to terminate the RBP at any time, in consultation with legal counsel and the Actuary, including if termination of the RBP is required by applicable law. If the Canada Revenue Agency determines at any time that all or part of the RBP Fund is not tax exempt, the Committee reserves the right to take whatever action it wishes, in accordance with applicable laws.
- 8.05 If the RBP is terminated, the Committee will consult with legal counsel and the Actuary regarding the distribution of the RBP Fund, and will make a decision that complies with applicable laws; however, under no circumstances will Recipients or Eligible Retirees have a right, title or interest in or to the assets of the RBP Fund.

**SCHEDULE "A"
BENEFIT AMOUNTS**

1. Benefits payable under the RBP are currently in the form of fifty percent (50%) reimbursement for “One Person” MSP rates paid by Eligible Retirees. The RBP provides a partial reimbursement for the MSP rate in respect of the Eligible Retiree only, and does not cover MSP rates for spouses; as illustrated in the Table below, the maximum RBP reimbursement is the same for both “One Person” and “Two Adults in a Family” coverage. If an Eligible Retiree qualifies for “Regular Premium Assistance” under the MSP program, the RBP reimbursement is calculated on the MSP premium actually paid by the Eligible Retiree. The maximum monthly reimbursement amounts from the RBP are as follows:

Pension Plan	RBP <u>Maximum</u> Monthly Reimbursement Amounts			
	Year: 2017		Year: 2018	
	One Person Coverage	Two Adults in a Family	One Person Coverage	Two Adults in a Family
MPP	\$37.50	\$37.50	\$18.75	\$18.75
CBSPP	\$37.50	\$37.50	\$18.75	\$18.75
PSPP	\$37.50	\$37.50	\$18.75	\$18.75

2. RBP reimbursement payments are made twice-yearly to Recipients for MSP premiums paid by the Recipient in the previous six-month period. Where MSP premiums were paid for less than the whole six-month period, there shall be a partial reimbursement for the relevant period. If a Recipient ceases to be an Eligible Retiree at any time, the partial reimbursement will be pro-rated accordingly.
3. Recipient eligibility is determined as of the date the application is received by the BCNU on behalf of the NBA. For greater clarity, no Recipient shall be eligible for any benefit for any period before the date the application is received.
4. Recipients shall be issued a form T4A for annual tax filing purposes.
5. The following benefits are payable from capital accumulation within the RBP Fund to the benefits growth management plan for Extended Health, Dental, Group Life, AD&D, as that plan is defined in the March 11, 2016 Letter of Understanding between the Nurses’ Bargaining Association and the Health Employers Association of BC:
 - a. A payment of \$5,000,000 in calendar year 2018;
 - b. A payment of \$5,000,000 in calendar year 2019; and,
 - c. A payment of \$5,000,000 in calendar year 2020.

ACCEPTANCE OF COMMITTEE APPOINTMENT FORM

TO: *The Nurses’ Bargaining Association Retiree Benefit Program Committee (“Committee”)*

The undersigned, _____ [insert name] having been appointed to serve as a Committee member of the Nurses’ Bargaining Association Retiree Benefit Program (“RBP”) in accordance with the Terms of Reference set out in Article 5 of the RBP text, hereby acknowledges:

- (1) I have read a copy of the RBP text;
- (2) I understand the powers and duties of the Committee and the potential liability of the Committee for acts and omissions of the Committee members.

I hereby accept the responsibilities created and established by the RBP text, consent to act as a Committee member thereunder, and agree to oversee the prudent administration of the RBP strictly in accordance with the provisions of the RBP and applicable legislation.

Dated at _____ , BC, this _____ day of _____ , _____ .

Witness

Signature of Committee Member

Business Address of Committee Member

SCHEDULE “C”
ELIGIBILITY FOR CERTAIN FORMER
NURSES’ BARGAINING ASSOCIATION MEMBERS

1. Pursuant to Article 3.06, an “Eligible Retiree” shall include a person who meets all of the following criteria:
 - a. was a member of one of the NBA’s constituent unions covered by the Provincial Collective Agreement;
 - b. was employed by an employer that withdrew from the HEABC and ceased to be covered by the Provincial Collective Agreement (the “Exempt Employer”); and
 - c. immediately prior to retirement, as that term is defined in Article 3.01 (a), the person remained in continuous employment with the same Exempt Employer, and was employed in a position that would have been covered by the Provincial Collective Agreement had the employer not withdrawn from the HEABC and ceased to be covered by the Provincial Collective Agreement. For the sake of clarity, the person must have been continuously employed by the same Exempt Employer from the date the employer withdrew from the HEABC until the person’s retirement.
2. With the exception of the first sentence of Article 3.01 (a), the terms of Article 3 apply to a person who meets the criteria set out in paragraph 1 of this Schedule.

SCHEDULE “D”
ELIGIBILITY FOR LICENSED PRACTICAL NURSES

1. Notwithstanding that licensed practical nurses (“LPNs”) are included in the NBA effective April 15, 2013, an “Eligible Retiree” shall not include an LPN until such time that a labor contract is in effect that requires a percentage of LPN wages to be transferred by employer members of the HEABC to the NBA or one of its constituent unions for deposit into the RBP Fund.