

CONTRACT INTERPRETATION MANUAL

Article 59 PROFESSIONAL RESPONSIBILITY CLAUSE

Interpretation Guidelines

In the 2019-2022 contract this Article was put in abeyance. For the Professional Responsibility language in effect for the 2019-2022 PCA please see Appendix KK and check with your Steward and the PR advocate for your region.

HEABC–NBA Provincial Collective Agreement – Joint Interpretation

ARTICLE 59 – PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient/client/resident care, and to reflect a strengthened professional practice commitment, the parties agree to a refreshed approach related to quality nursing practice. This approach will be built on trust and common goals and will enable nurses and their managers to engage in meaningful conversations around opportunities for improvement.

Article 59 sets out a process where an individual nurse or a group of nurses can bring forward issues to the Employer with the objective of implementing solutions to concerns related to nursing practice conditions.

Guiding Principles

The guiding principles are foundational and fundamental to ensuring that the professional responsibility process works as intended. They provide the framework for all participants to use throughout the process creating a collaborative culture that supports success.

1. The Professional Responsibility (PR) process is about quality improvement.
 - (a) The PR clause is a mechanism for nurses to raise concerns related to their practice which may include policies and procedures, workload, staffing and communication.
 - (b) The PR process fosters solution-based teamwork and no party should feel intimidated or threatened to engage.
2. Respectful and genuine dialogue between all parties is the foundation of the PR process.
 - (a) The NBA and Health Authorities support respectful, collaborative and transparent dialogue between nurses and managers.
3. All parties have responsibility and accountability to the PR process.
 - (a) All parties will accept responsibility through:
 - i. clearly stating the practice concern(s);
 - ii. committing to explore shared solutions;
 - iii. being engaged in all stages of the process; and
 - iv. following through on commitments made.
4. The most effective approach to resolution of the practice concerns should be at the local level whenever possible.
 - (a) If shared solutions can be identified, embraced and implemented at the local level; they are more likely to succeed.
 - (b) Advancing the practice concern(s) does not reflect negatively on any of the parties involved.

The interpretations in this manual are provided on a *without prejudice, errors and omissions* basis to any position Unions in the Nurses' Association of Bargaining Agents may take in any arbitral proceeding or any other forum.

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Article 59.01

Discuss matter with excluded manager or excluded designate within 72 hours of concern; include specific details pertaining to practice.

Face to face is preferable but may also occur via telephone or email.

If resolution is not immediate, excluded manager will provide, within seven days of the discussion, a written response of actions to be taken.

Article 59.02

If issue is not resolved to nurse(s)' satisfaction, submit Professional Responsibility (PR) form within seven days to the Professional Responsibility Committee (PRC).

Nurse(s) retains original and forwards copy to excluded manager and Union steward; steward forwards to standing members of PRC.

Article 59.03

A PRC shall be established with each Employer and will be composed of:

1. Standing Members:
 - (a) One member appointed by the NBA; and
 - (b) One member appointed by the Employer; and
2. Ad Hoc Members:
 - (a) The nurse(s) with the concern;
 - (b) A PRF representative or a Union steward;
 - (c) The immediate supervisor;
 - (d) The excluded manager or excluded designate of the unit; and
 - (e) Guests may be invited through mutual agreement of the Co-chairs (e.g. staffing services, infection control, pharmacy, Directors).

Article 59.04

The Standing Members of the PRC shall request and be given access to documents and data necessary to assist in satisfactory resolution of the nurse(s)' concerns.

Article 59.05

Upon receipt of the PRF, the PRC will convene within 14 days.

The PRC will have 30 days to attempt to resolve the concern(s) and to submit a final written report to the nurse(s) and the Union.

Members who cannot be scheduled to attend the PRC/SRC on a scheduled shift will be paid at straight time.

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Article 59.06

If the Practice concern is not resolved at the PRC level, the Union may refer the matter to the Senior Review Committee (SRC) within seven days of receipt of the PRC final written report.

Staffing focused PR forms submitted, and not resolved at the local manager/nurse level, will be referred to the PRC. If not resolved, the PRC may assign staffing issues to the NRC.

The SRC will issue recommendations in a written report to the Union and the respective Health Authority/Providence Health Care within 60 days of referral.

Recommendations that are unanimous will be binding and will be implemented by the parties. Where the SRC is unable to make unanimous recommendations, a written report outlining the SRC's findings will be issued to the Union and the Health Authority/Providence Health Care. At that point, either party may refer the matter to the Nursing Policy Secretariat (NPS).

Article 59.07

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

If the concern is not resolved to the Union's satisfaction, it may refer the matter to the Board of Directors within seven days of receipt of the PRC final written report. The Union may make a written submission and/or a verbal presentation.

The Board of Directors will review the submission and/or hear the verbal presentation at their next board meeting and shall respond to the Union with 14 days.

Where the issue is not resolved to the Union's satisfaction, either party may refer the matter to the contract holder and on to the NPS if it remains unresolved.

*The Union and Employer agree to deliver co-facilitated PRF education to participants as determined by the parties.

Footnotes

Article	59
Sub-Article	59.01, 59.02, 59.03, 59.04, 59.05, 59.06, 59.07
Last Update	31-03-21
Related Articles	Appendix KK