

Memorandum of Agreement

For the

15TH NURSES MASTER AND COMPONENT AGREEMENTS

Between the

**Government of the Province of British Columbia
and
The Union of Psychiatric Nurses and the British Columbia Nurses' Union**

- The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective members/principals for ratification.

MASTER AGREEMENT

ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.03 Misuse of Managerial/Supervisory Authority (MOU#9)

1.07 (NEW) Respectful Workplace

The Employer is 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.

The Employer 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 mental health care system regarding expectations and consequences of inappropriate behaviour and violence.

ARTICLE 3 – UNION AND PROFESSIONAL SECURITY

3.02 Membership in Professional Bodies

As a condition of continued employment, it is the responsibility of the employee to obtain and maintain membership in those licensing bodies or associations as are necessary to maintain professional standing as a Nurse. Regular full-time employees who have completed their initial probationary period will be entitled to reimbursement of their annual licensing fee to a maximum of \$200 ~~\$250~~, prorated for regular part-time employees upon application and presentation of a receipt ~~shall be reimbursed in full for annual licensing fees (not to exceed 2009 fee schedule).~~

ARTICLE 12 – POSTINGS, TRANSFERS AND SECONDMENT

12.07 Appeal Procedure

(d) The deputy minister, or a person designated by the deputy minister, who receives an application under (c) above must inquire into the appointment and confirm the appointment or proposed appointment or direct that the appointment or proposed appointment be reconsidered. **The Deputy Minister will reply within thirty (30) days.**

ARTICLE 13 – LAYOFF AND RECALL OF REGULAR EMPLOYEES

13.03 Jurisdictional Units and Seniority Blocks

(a) For the purposes of the operation of this Article there shall be jurisdictional units and seniority blocks. Each employee shall be employed within the jurisdictional unit as outlined in their letter of appointment.

(b) If eligible, an employee may only exercise displacement options pursuant to Clause 13.09 within the jurisdictional unit in which they are employed.

(c) Pursuant to the *Public Service Act* requirements an employee may be offered placement into a vacancy into a jurisdictional unit other than the jurisdictional unit in which they are employed.

(d) There are two jurisdictional units being:

- (i) Hospital
- (ii) Community

(e) Hospital

The seniority blocks of the Hospital Jurisdictional Unit shall be:

- 1 – **Oak Bay Lodge** Continuing Care Society
- 2 - Broadmead Care Society (**The Lodge at Broadmead and Veterans Health Care Centre, Nigel House and Harriet House**).
- 3 - ~~B.C. Mental Health Society – by geographic location~~
- 34 – Forensic Psychiatric Hospital
- 45 - The Maples Adolescent Treatment Centre
- 56 - Victoria Youth Custody Services
- 67 - Burnaby Youth Custody Services
- 78 - Youth Forensic Psychiatric Services/In-Patient Assessment Unit
- 89 - Prince George Youth Custody Services

ARTICLE 17 – PAID STATUTORY HOLIDAYS

17.01 Designated Paid Holidays

The following have been designated as paid holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Queen's Birthday
Canada Day
British Columbia Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Government for the locality in which an employee is working shall also be a paid holiday.

ARTICLE 18 – ANNUAL VACATION

Letter

December __, 2012

~~Sherry Moller~~ **Dan Murphy**
President

Dear ~~Ms. Moller~~ **Mr. Murphy**

Re: Vacation Entitlement/WCB

Further to our discussion, this will confirm our agreement that leave with pay pursuant to Appendix 3, ~~Clause~~ **Section 1.01(d)**(WCB leave), is accepted at straight-time rates for purposes of applying Clause 18.01(e)(1) ~~for the term of the 14th Master Agreement.~~

Thank you for your attention to this matter.

Yours truly

~~Doug Caul~~ **Bert Phipps**
Assistant Deputy Minister

LETTER

November 22, 2012

Dan Murphy
President

Dear Mr. Murphy:

Re: Archived Vacation

The Master Agreement allows the carryover of 10 days unused vacation, up to a maximum of 10 days at any time. Vacation not taken in excess of this is “archived” and may not be cashed out except upon termination. When archived time is cashed out, it only has the value it had in the year it was earned. Archived vacation cannot be used as time off.

- Employees will be given a one-time option for full payout (no partial payouts) of their archived vacation bank on a without prejudice basis.
- This would include archived vacation, up to and including the 2011 vacation year.

Administration Information Notes:

- The employer shall create an email communication on this process to go to all staff in November 2012.
- Each employee will be presented with their respective balance and will be able to opt for a full payout of an archived vacation..
- The value of the payout for each employee will be taxed at source. No options will be given for tax sheltering. Payouts will be completed by December 31, 2012.

Yours truly,

Bert Phipps
Assistant Deputy Minister

18.01 Entitlement

- (c) (1) An employee who commences initial employment and who completes six months' service prior to the completion of the calendar year in which such service commenced would be entitled, subject to the scheduling of vacation, to take any earned vacation period prior to January 31st of the following year and the provisions of Clause 18.01(a)(2) and (b) do not apply. ~~Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five days vacation leave into their first vacation year.~~
- ~~(2) Subject to an employee's eligibility to carry over five days vacation leave into their first vacation year, any unused vacation earned during the first partial year will be paid to the employee on the last pay day of that year.~~

ARTICLE 20 – SPECIAL LEAVE

20.01 Bereavement Leave

In the case of bereavement in the employee's immediate family, an employee, not on leave of absence without pay, shall be entitled to special leave without loss of basic pay, from date of death to and including the day of the funeral, with if necessary, a time allowance for return travelling. Further time may be granted at the Employer's discretion. Such leaves shall normally not exceed five working days. In the event of the death of a relative such as grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law the employee shall be entitled to special leave without loss of basic pay of up to one day for the purpose of attending the funeral. Other cases may be considered on their merit. For the purposes of this Clause only, "immediate family" shall include "grandchild", **step-child, step-sibling** and step-parent.

20.12 Family Illness

An employee is entitled, after notifying their supervisor, to a maximum of two consecutive days at any one time to care for an ill member of the immediate family. The Employer reserves the right at any time to call for a report by a physician. **For the purpose of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.**

20.13 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for employees with dependent children (in need of medical and/or dental care) shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.15. "Medical and/or dental appointment" include only those services covered by the B.C. Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.15 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of \$500 per calendar year.
- (c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in (b) above, may claim the reimbursement of receipted expenses under the conditions stipulated.
- (d) Employees in receipt of STIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.
- (e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$500 reimbursement, once per calendar year.
- (f) For the purposes of this clause, "child" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.**

20.14 Special Leave

- (a) An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:
- (1) Attend wedding of employee's child - one day
 - (2) Birth or adoption of the employee's child - two days
 - (3) Moving household furniture and effects - one day
 - (4) Attend funeral as pall-bearer or mourner - maximum one-half day
 - (5) Attend their formal hearing to become a Canadian citizen - one day
 - (6) Marriage of the employee - three days
 - (7) In the case of serious illness or hospitalization of an ~~elderly~~ parent **or stepparent** of the employee, when no one other than the employee can provide for the needs of the parent **or stepparent**, and, after notifying their supervisor - one day per calendar year - this may be used in one-half shift increments
 - (8) Court appearance for hearing of employee's child - one day
 - (9) Child custody hearing - one day per calendar year

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.05 Occupational Health and Safety Committees

- (a) The Employer and the Union agree to establish Occupational Health and Safety Committees (OH&S) at all facilities. The composition will be determined locally through management and stewards. When such committees are formed, they may encompass the employees of more than one bargaining unit. These committees will meet at least monthly, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the OH&S Committees shall be sent to the **Provincial Joint Occupational Health and Safety Committee as well as to the Union and the Employer.**

At any worksite where a committee has not been established pursuant to the above, a less formal program shall be maintained in accordance with *Workers' Compensation Act*, Part 3, Division 4. For the purpose of assisting in the administration of this program, the Employer will recognize an employee at that worksite designated by the Union who will function as a safety representative of the employees. Records of the meetings and matters discussed shall be forwarded to the Union and the nearest local committee established in the above within the ministry administrative management area.

- (b) Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and ~~accident or violent~~ **incident** investigations in accordance with WCB Regulations, and shall not suffer any loss of basic pay for the time spent.

22.10 Provincial Joint Occupational Health and Safety Committee (PJOSH)

There shall be established a Joint Committee composed of four representatives of the Employer (**at least one from the Public Service Agency**) and four representatives of the ~~British Columbia Nurses'~~ Union. **Each party may have support staff present at the table for consultation if necessary.** Employees shall be on leave of absence without loss of basic pay for time spent on this committee. The Committee's responsibilities will be:

- (a) To review reports on matters referred by Occupational Health and Safety Committees or by Ministry Joint Committees and make recommendations to the bargaining principals regarding occupational health and safety matters;
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members; and
- (c) To jointly develop a new or approve an existing training package on risk assessment of violence in the workplace.
- (d) **To review and recommend Violence Prevention Programs in accordance with the terms of Appendix 8 – Addressing Workplace Violence.**

The Parties shall identify committee members and have a meeting date set no later than 60 days after ratification of this contract and meet thereafter quarterly. The parties may jointly determine to meet more or less frequently.

Minutes of the Committee meetings shall be kept and a copy of all minutes of the PJOSH shall be sent to the local OH&S Committees as well as the Union and the Employer.

LETTER

December __, 2012

Mr. Bert Phipps

Assistant Deputy Minister
B.C. Public Service Agency

Re: Provincial Joint Occupational Health and Safety Committee

This will confirm our agreement, during the last round of collective bargaining, to reference privacy legislation and patient confidentiality requirements in the terms of reference for the Provincial Joint Occupational Health and Safety Committee as alluded to in Appendix 8 – Addressing Workplace Violence.

Representatives to this Committee will be required to adhere to this legislation.

Yours truly

Dan Murphy
President
Public Service Nurses' Bargaining Association

22.13 Prevention of Violence In The Workplace

The Employer and the Union recognize the need for a safe working environment free of violence or threats of violence. Violence is defined as the attempted or actual exercise by a person of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that they are at risk of injury. The Employer will implement a prevention program which includes, but is not limited to, the following elements:

- (a) The Employer will conduct regular risk assessments in accordance with OH&S Regulation 4.28 and the handbook "~~Preventing Workplace Violence~~ **Protection: A Guide for the B.C. Public Service**". Should the Union notify the Employer of its concern for the safety of any worksite due to the potential of violence, the Employer will conduct a timely risk assessment to determine whether there is a risk of injury to employees.
- (b) Where a risk of injury is identified from a violence risk assessment, the Employer will, in consultation with the Union, establish on a timely basis, policies, procedures and work environment arrangements to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:
 - (1) training of employees in the means for the recognition **and reporting** of the potential for violence and in the appropriate means of protecting themselves from violence;
 - (2) policies, procedures, documentation and work environment measures to minimize or control the risk to employees from violence including policies and procedures for protection of employees who may be required to work alone, and this information will be made available to staff;
 - (3) policies and procedures for the reporting and investigation of incidents and corrective action in accordance with OH&S Regulation Section 2 and 3 and Division 10 of the *Workers' Compensation Act*.
- (c) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.
- (d) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.

(e) When an employee has suffered as a result of violence, if a UPN member, the Local President or designate or head steward of the UPN, or if a BCNU member, the chief steward or designate of the BCNU, and the appropriate Union, shall be notified as soon as is reasonably possible.

(f) **Each Employer shall designate an appropriate senior representative responsible for the development and support of crisis response teams for employees impacted by workplace violence. Critical incident stress defusing shall be immediately provided to employees who have suffered a work-related, traumatic incident. Immediate critical incident stress debriefing and post-traumatic counseling appropriate support shall be made available for all employees who have suffered as a result of the violence. Appropriate resources will be made available as soon as possible following the incident.** Leave required to attend such defusing, debriefing or counseling support sessions will be without loss of pay. The steward referred to in (e) and the Union office will be notified by the Employer where an employee is referred for such debriefing or counseling support.

(g) (NEW) An employee performing visitation to clients in the community shall have the right to request support where they are concerned about a potential violent situation. Appropriate communication equipment will be provided to nurses for visitations.

(h) (NEW) Should a patient with a history of violence towards staff be placed on a unit or, should a patient develop a history of violence towards staff while on a unit, the Employer will be required to take all reasonable steps to eliminate, reduce or minimize the risk of violence.

ARTICLE 27 – PAYMENT OF SALARIES AND ALLOWANCES

27.01 Salaries

a) The salaries shall be in accordance with those rates negotiated by the parties and recorded in Appendix 6 of this Agreement.

b) Former employees who were employed on the effective date of a salary or allowance increase shall receive full retroactivity upon written request to their payroll office.

c)

(1) Effective 12:01 a.m., January 1, 2013, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and

(2) Effective 12:01 a.m., June 1, 2013, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and

(3) Effective 12:01 a.m., January 1, 2014, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent; and

(4) Effective 12:01 a.m., October 15, 2014, all rates of pay for classifications listed in Appendix 6 shall be increased by 1.0 percent.

27.03 Increment Dates

(b) The increment date for a part-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after the completion of ~~1750 regular working hours (effective January 1, 2003 – 2625 hours)~~ **2614.5 hours** after their date of appointment or date they received their previous increment. Regular working hours are defined as non-overtime hours.

27.10 - Vehicle Allowance (MOU#9)

27.11 - Meal Allowance (MOU#9)

27.13 - Accommodation, Board and Lodging Allowance (MOU#9)

27.16 Pre-retirement Leave

(a) An employee scheduled to retire and to receive a pension benefit under the ~~Pension (Public Service) Act, or who has reached the mandatory retiring age,~~ **Public Service Pension Plan Rules**, shall be entitled to:

- (1) a special paid leave for a period equivalent to 50% of their accumulated sick leave ~~leave~~ **bank** credit, to be taken immediately prior to retirement; or
 - (2) a special cash payment of an amount equivalent to the cash value of 50% of their accumulated sick leave credit, to be paid immediately prior to retirement and based upon their current rate of pay.
- (b) Sick leave credit for the purpose of this Clause means credit accumulated prior to December 31, 1979, which has not been utilized prior to retirement.

29.07 Health and Welfare

(a) - (MOU#9)

(e) Auxiliary employees qualified under (c) above shall be entitled to maintain coverage under such plans for a maximum of ~~three~~ **six** consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Expiration of Agreement

This Agreement covers the period from and including ~~January 1, 2011~~ **April 1, 2012** to and including midnight, March 31, ~~2012~~ **2014**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2012~~ **2014** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

31.02 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2012~~ **2014**, but in any event not later than midnight January 31, ~~2012~~ **2014**.
- (b) Where no notice is given by either party prior to January 31, ~~2012~~ **2014**, both parties shall be deemed to have been given notice under this section on January 31, ~~2012~~ **2014**, and thereupon Clause 31.03 of this Article applies.

31.05 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing. The date of signing of the **Fifteenth** Agreement is **TBD**.

APPENDIX 1

COMPONENT STRUCTURE & JURISDICTIONAL AREAS

There shall be two components in this bargaining unit as follows:

(a) Community Services Nurses Component Structure and Jurisdictional Areas:

All nurses who are employed in a program which provides other than 24 hour per day in-patient care services.

At the time of this writing, these facilities are:

1. Victoria Youth Custody Services
2. Youth Forensic Psychiatric Services - by geographic location
3. Adult Forensic Community Clinics - by geographic location
4. Ministry of Public Safety and Solicitor General - Office of the Superintendent of Motor Vehicles
5. Prince George Youth Custody Services
6. Ministry of Health Services
7. Ministry of Children and Family Development – Child and Youth Mental Health – by geographic location

(b) Hospital Services Nurses Component Structure and Jurisdictional Areas

All nurses who are employed in a program which provides 24 hour per day in-patient care within a facility, including facilities at the time of this writing, being:

1. Forensic Psychiatric Hospital
2. Broadmead Care Society (**The Lodge at Broadmead and Veterans Health Care Centre, Nigel House and Harriet House**)
3. ~~Riverview Hospital~~
Maples Adolescent Treatment Centre
4. Youth Forensic Psychiatric Services In-Patient Assessment Unit
5. Oak Bay Lodge Continuing Care Society
6. Burnaby Youth Custody Services

APPENDIX 2

EXCLUSIONS

Pursuant to Clause 2.02 of this Agreement, incumbents of the following positions shall be excluded from this Agreement including the Component Agreement. Changes to the number and class of incumbents of positions may be agreed to by the parties from time to time.

HOSPITAL SERVICES NURSES COMPONENT

- (a) Broadmead Care Society
-Director of Resident Care

- (b) Oak Bay Lodge Continuing Care Society
-Director of Resident Care
-Assistant Director of Care

COMMUNITY SERVICES NURSES' COMPONENT

Ministry of Health ~~Services~~

- Director, Healthy Living
- Director, ~~Nursing Strategies~~ **Health Human Resources (Nursing and Allied Services)**
- ~~-Executive Director, Nursing Directorate~~
- ~~-Nursing Consultant, HCC Initiatives~~
- Manager, System Redesign End of Life
- ~~-Manager, Communicable Disease & Addiction Prevention – Immunization~~
- ~~-Manager, Healthy Children~~
- Manager, Maternal and Women's Health
- ~~-Senior Nurse Manager, Nursing Directorate~~
- ~~-Program Nurse Manager, Nursing Directorate~~
- ~~-Senior Nursing Advisor, Chief Nursing Executive Office~~
- Provincial Coordinator, Nurse Family Partnership**
- Manager, Policy & Planning, BCISC**

Ministry for Children and Family Development

- Manager, Public Health Nursing
- Area Manager, Youth Forensic Psychiatric Services

APPENDIX 3 – SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY PLAN (MOU#9)

APPENDIX 5 - MINISTRIES, BOARDS AND AGENCIES

This Agreement applies to all employees within the Nurses bargaining unit who are employed in all ministries of the Government of the Province of British Columbia.

It also applies to all employees within the Nurses bargaining unit employed in other boards, agencies or commissions which have been designated by Order-in-Council pursuant to Section 3 of the *Public Service Act* or whose enabling legislation provides for the appointment of employees pursuant to the *Public Service Act*. These include but are not limited to:

~~B.C. Mental Health Society~~
Oak Bay Lodge Continuing Care Society
Broadmead Care Society
Forensic Psychiatric Services Commission

APPENDIX 6 ~~FOURTEENTH~~ FIFTEENTH NURSES MASTER WAGE SCHEDULES

APPENDIX 6
EFFEECTIVE JANUARY 1, 2013

****TABLE TO BE UPDATED AND INSERTED TO REFLECT WAGE INCREASES*

APPENDIX 8 (NEW)
ADDRESSING WORKPLACE VIOLENCE

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 Programs

The Provincial Joint Occupational Health and Safety Committee (PJOSH) will review and make recommendations on violence prevention programs. In order to do so the Committee will:

- (i) Receive information on the scope and nature of violence in the workplace from the local OH&S Committees;
- (ii) Receive information on violence prevention activities from the local OH&S Committees;
- (iii) Review existing best practices violence prevention education modules within the Public Service and those utilized in the Health Authorities with the intent of developing standard education principles;
- (iv) Receive ongoing worksite risk assessments coordinated by the local OH&S Committees and reported to the PJOSH;

Based upon the information provided, PJOSH shall develop and make recommendations to minimize the danger of workplace violence to employees, which shall include appropriate training, processes and a system for the ongoing reporting and monitoring of incidents and situations involving violence or the risk of violence. Such recommendations shall be made to the local OH&S Committees as well as the bargaining principals.

MEMORANDUM OF UNDERSTANDING #9
REVISIONS OF BENEFITS

Effective the date of signing and notwithstanding any other provision of the collective agreement, the Parties agree that the following provisions shall be revised and implemented on the same basis as revised and implemented for the majority of unionized employees in the Public Service.

- 1. **Clause 1.03 - Misuse of Managerial/Supervisory Authority**
- 2. Clause 15.03 - Shift Differential
- 3. Clause 15.05(a) - Changes in Schedules (premium only)
- 4. Clause 20.03(b) - Union Business or Public Duties
- 5. Article 21 - Maternity/Parental/Adoption Leave
- 6. Clause 22.12(c) - Occupational First Aid Requirements and Courses
- 7. Clause 25.01 - Basic Medical Insurance
- 8. Clause 25.02 - Extended Health Care Plan
- 9. Clause 25.03 - Dental Plan

10. Clause 25.04(b) - Group Life
11. Clause 25.05 - Air Travel Insurance
12. **Clause 27.10 - Vehicle Allowance**
13. **Clause 27.11 - Meal Allowance**
14. **Clause 27.13 - Accommodation, Board and Lodging Allowance**
15. Clause 27.15 - Retirement Allowance
16. Clause 27.16 - Pre-retirement Leave
17. Clause 27.17 - Relocation Expenses
18. Clause 27.22 - Child Care Expenses
19. **Clause 29.07(a) - Health and Welfare**
20. Clause 29.11 - Weekly Indemnity
21. Memorandum of Understanding 20 - Board, Lodging and Relocations
22. **Appendix 3 – Short Term Illness and Injury Plan and Long Term Disability Plan**
23. **Clause 7.02 - Community Component - Overtime Meal Break and Allowance**
24. **Clause 5.01 - Hospital Component - Overtime Meal Allowance**

Clause 27.18 and Appendix 4B have been deleted from the above list effective the date of signing the Twelfth Master Agreement as these provisions have been deleted from the Agreement as being redundant. However, should any or all of these provisions be replaced in the Agreement at a future date, they shall be returned to this Memorandum of Understanding in full force and effect.

Note: Bolded items were amended in the 15th Master Agreement.

MEMORANDUM OF UNDERSTANDING #10 RIVERVIEW/VALLEYVIEW HOSPITAL AMALGAMATION

Deleted date of signing of Fifteenth Master Agreement.

MEMORANDUM OF UNDERSTANDING #21 ASSISTANT LEADER

Renewed for the Fifteenth Master Agreement.

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ATTACHMENT TO MEMORANDUM OF UNDERSTANDING #21 ASSISTANT TEAM LEADER WAGE SCHEDULE

***to be updated and inserted*

MEMORANDUM OF UNDERSTANDING #22 RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT

Renewed for the Fifteenth Master Agreement.

MEMORANDUM OF UNDERSTANDING #25 (NEW) REVIEW OF WORKPLACE SAFETY TRAINING AND GUIDANCE

The Parties recognize that they share an interest in providing new mental health employees with workplace violence safety related training and guidance.

In this regard, representatives for the Employers and the Unions shall meet during the term of the 15th Master Agreement to review existing resources which apply to workplace violence. Existing resources may include but shall not be limited to the following:

- (i) educational workshops including the Worksafe BC rules and regulations, health and safety, relevant conflict resolution, problem solving and others;
- (ii) available training to limit potential injuries in the workplace due to workplace violence;
- (iii) the identification of current and future training needs and options related to the prevention of workplace violence;
- (vi) relevant e-learning and audio/visual presentations;

Regarding a mentorship program, the Parties will select a Committee to explore the viability of a mentorship program. The task of the Committee will include, but not be limited to:

- Recommending appropriate Policies and Procedures for mentor recruitment, such as screening, orientation and training, matching, match activities, ongoing support, recognition and match closure.
- Reviewing and recommending appropriate organizational support needs for a successful mentor program, such as identifying resources available or needed, advisory groups, and the management and sharing of information.
- Recommending a plan for evaluating the impact and outcomes for mentees, mentors, patients and the employers.

Notwithstanding any recommendations arising from the foregoing MOU, the Employers', Unions' and Employees' statutory responsibility for workplace safety will be adhered to. Consistent with these requirements, the Committee may make interim recommendations to local OH&S and/or the PJOSH.

The committee will provide the bargaining principles with recommendations no later than March 1, 2014.

**MEMORANDUM OF UNDERSTANDING #25
RE: NEW GRADUATES: MENTORSHIP PROGRAM**

Delete

**MEMORANDUM OF UNDERSTANDING #26 (NEW)
between
The Union of Psychiatric Nurses and The British Columbia Nurses Union
and
Maples Adolescent Treatment Centre**

RE: Extended Work Day/Compressed Work Week

Preamble:

The purpose of this Memorandum of Understanding (Memorandum) is to revise and/or clarify certain terms and conditions of the Collective Agreement, so as to provide for the introduction or continuance of an extended work day/compressed work week.

This Memorandum is effective from September 12, 2011 and will continue to be in effect for 6 months, or until terminated by either party, or until a new Memorandum is prepared to coincide with the negotiation of the 16th Master and Component Agreements, whichever occurs sooner.

Any change deemed necessary may be made by mutual agreement between the parties during the life of this Memorandum.

Either party may terminate this Memorandum after serving twenty-eight (28) calendar days' written notice to the other party of its intention to terminate the extended work day/compressed work week.

It is understood and agreed that:

(A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the Master and Component Collective Agreement will apply.

(B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Collective Agreement.

(C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Collective Agreement.

(D) For the purposes of this Memorandum and where revised, "days" have been converted into working hours, so that one (1) day shall equal seven point five (7.5) paid hours. For example, three (3) days Special leave is converted to $3 \times 7.5 = 22.5$ working hours.

The parties to this MOU agree that the following provisions will apply:

Further to Article 14 (Hours of Work) of the Master Agreement, it is understood and agreed that the hours of work as set out hereunder are specifically revised to conform to the requirements of the extended work day/compressed work week.

Further to Article 3.01 (Shifts, Shift Schedules and Shift Rotations) of the Hospital Component,

(a) All employees covered by this Memorandum shall work the schedule as set forth below.

(b) It is agreed that the interruption of the shift schedule will be kept to a minimum.

Further to Article 3.05(b) (Rotations and Adjustments) of the Hospital Component, the following Shift schedules will be in effect:

- 1. 5 days on, 2 days off, 4 evenings on, 3 off, at 7.78 hours per shift. This schedule shall be Monday to Friday days and Monday to Thursday evenings.**
- 2. 4 nights on, 3 nights off, at 8.75 hours per shift. This schedule shall be Monday to Thursday nights.**
- 3. 3 nights on, 4 off, at 11.25 hours per shift. This schedule shall be Friday to Sunday.**
- 4. 2 days on, 5 days off, 11.50 hours per shift. This schedule shall be Saturday and Sunday.**

Further to Article 14.02 of the Master Agreement and Article 2.01 of the Component Agreement:

- **Monday to Friday Day Shift: 7.78hrs interrupted only by the meal break as provided in Article 14.03 of the Master Agreement and Article 2.02 of the Component Agreement;**
- **Monday to Thursday Afternoon Shift: 7.78hrs interrupted only by the meal break Monday to Thursday break as provided in Article 14.03 of the Master Agreement and Article 2.02 of the Component Agreement;**
- **Night Shift: 8.75hrs interrupted only by the meal break;**
- **Saturday and Sunday shifts: 11.50 hrs interrupted only by the meal break as provided in Article 14.03 of the Master Agreement and Article 2.02 of the Component Agreement;**
- **A Full time Shift Supervisor will work Friday to Sunday at 11.25 hours per day interrupted only by the meal break as provided in Article 14.03 of the Master Agreement and Article 2.02 of the Component Agreement. This position shall be rotated among the Shift Supervisors.**

Further to Article 2.02 (Meal Time) of the Component Agreement:

- **7.78 hour shifts are entitled to one 30 min meal break**
- **8.75 hour shifts are entitled to one 30 min meal break**
- **11.25 hour shifts are entitled to a 45 min meal break**
- **11.50 hour shifts are entitled to a 30 min meal break**

Further to Article 14.04 (Rest Periods) of the Master Agreement:

- for the shifts 7.78 and 8.75 hours, two rest periods of 15 minutes each will be granted during each full work day or shift.**
- for the shifts 11.25 and 11.50 hours, three rest periods of 15 minutes each will be granted during each full work day or shift.**
- One rest period of 15 minutes will be granted during the work day of three and one-half to six hours duration.**

Further to Article 3.02 (Shift Break) of the Component Agreement:

- **For those working a 7.78 hour shift, if shifts are scheduled so that there is not a rest period of 15 hours and 28 minutes between the end of one work period and the beginning of the next, overtime rates will apply to the hours worked on the succeeding work period within the 24-hour period.**
- **For those working a 8.75 hour shift, if shifts are scheduled so that there is not a rest period of 14 hours and 30 minutes between the end of one work period and the beginning of the next, overtime rates will apply to the hours worked on the succeeding work period within the 24-hour period.**
- **For those working a 11.25 hour shift, if shifts are scheduled so that there is not a rest period of 12 hours and between the end of one work period and the beginning of the next, overtime rates will apply to the hours worked on the succeeding work period within the 24-hour period.**
- **For those working a 11.5 hour shift, if shifts are scheduled so that there is not a rest period of 11 hours and 45 minutes between the end of one work period and the beginning of the next, overtime rates will apply to the hours worked on the succeeding work period within the 24-hour period.**

Further to Article 17 (Paid Statutory Holidays) of the Master Agreement:

- **Employees working a 7.78 hour shift pattern will take stats on the Calendar stat dates or on another mutually agreed upon date. As stats are paid at 7 hours per stat x 12 stats = 84 hours, the Regular Full Time employee would owe 9.36 hours per year ($7.78 \times 12 = 93.36 - 84 = 9.36$). Employees will be**

scheduled to work one stat plus 1.58 hours. Or if a stat falls on a scheduled day off, they may elect to not take a day in lieu, they would then owe the balance of 1.58 hours.

- Employees working a 8.75 hour shift pattern will take stats on the Calendar stat or on another mutually agreed upon date. As stats are paid at 7 hours the Regular Full Time employee would owe 21.00 hours per year ($8.75 \times 12 = 105 - 84 = 21.00$). Employees will be scheduled to work two stats plus 3.5 hours. Or if any stat falls on scheduled days off, they may elect to not take that day in lieu, they would then owe the balance.
- For those working 11.25 hours, stats are to be indicated as the calendar stat or on another mutually agreed date but must be identified for the purposes of potential overtime and paid at 7.0 hours to make up the annual FTE of 1827 hours.
- For those working 11.50 hours, stats are identified on a schedule day off for purposes of overtime and paid as per the Collective Agreement. If a stat falls on a scheduled day the employee needs to work another day to maintain the FTE hours.

Further to Article 18 (Annual vacation) of the Master Agreement, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

Signed on behalf of the union by:

Hope Cumming, BCNU representative
Charles Ballantyne, UPN representative

Signed on behalf of the employer by:

Tom Jensen
Selina Lew

**MEMORANDUM OF UNDERSTANDING #__(NEW)
BASELINE STAFFING INFORMATION**

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

If the Union has questions or concerns regarding the baseline staffing levels, the Employer will agree to discuss the Union's concerns.

**MEMORANDUM OF UNDERSTANDING #__(NEW)
COMMUNICATIONS AND SAFETY:
FORENSIC PSYCHIATRIC HOSPITAL**

Letter

December __, 2012

Mr. Dan Murphy
President

Re: Communications and Safety – Forensic Psychiatric Hospital

The parties recognize that effective communication is a significant factor in the reduction of potential violence in mental health care. To that end, the Employer agrees to the following process at Forensic Psychiatric Hospital to take place during the term of the 15th Master Agreement:

- The OH&S Committee will review all violent incidences (including near misses) over the previous year, and any WCB safety reports.
- The OH&S Committee will assess what role, if any communications played in the above incidents.
- The OH&S Committee will provide an interim report, outlining their findings and detailing interim recommendations, within six months of ratification of the 15th Master Agreement.
- The OH&S Committee will monitor progress on their interim recommendations for the remainder of the Collective Agreement and present a final report no later than March 1, 2014.
- The interim and final reports will be provided to the PJOSH, the Employer and the Union.

Bert Phipps
Assistant Deputy Minister

**LETTER OF UNDERSTANDING #4
RE: MASTER AGREEMENT ARTICLE 27.14
STANDBY PROVISIONS – RIVERVIEW HOSPITAL**

Deleted date of signing of Fifteenth Master Agreement.

COMMUNITY SERVICES NURSES COMPONENT

ARTICLE 7 - OVERTIME

7.02 Overtime Meal Break and Allowance (MOU#9)

ARTICLE 13 - TERM OF AGREEMENT

13.01 Expiration of Agreement

This Agreement covers the period from and including ~~January 1, 2011~~ **April 1, 2012** to and including midnight, March 31, ~~2012~~ **2014**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2012~~ **2014** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

13.02 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2012~~ **2014** but in any event not later than midnight January 31, ~~2012~~ **2014**.

(b) Where no notice is given by either party prior to January 31, ~~2012~~ **2014**, Clause 13.03 of this Article applies, as if notice has been given.

HOSPITAL SERVICES NURSES COMPONENT

ARTICLE 8 - TERM OF AGREEMENT

8.01 Expiration of Agreement

This Agreement covers the period from and including ~~January 1, 2011~~ **April 1, 2012** to and including midnight, March 31, ~~2012~~ **2014**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2012~~ **2014** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

8.02 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2012~~ **2014** but in any event not later than midnight January 31, ~~2012~~ **2014**.

(b) Where no notice is given by either party prior to January 31, ~~2012~~ **2014**, Clause 13.03 of this Article applies, as if notice has been given.

HOSPITAL SERVICES NURSES COMPONENT

ARTICLE 5 - ALLOWANCES

5.01 - Overtime Meal Allowance (MOU#9)

MEMORANDUM OF UNDERSTANDING #1

IN CHARGE

Facility Designations

1. Nothing in this Memorandum of Understanding is intended to detract from the Employer's ability to assign nurse supervisors (defined as bargaining unit Nurse Levels 4, 5, 7, 9 or excluded nurse) to any shift in any facility, nor to designate Nurse Level 4 for temporary substitution pursuant to Clause 27.08 or make temporary appointments pursuant to Clause 27.09.
2. ~~Riverview Hospital, Forensic Psychiatric Hospital-~~

Facility Designations for ~~Riverview and~~ Forensic Psychiatric Hospital will be modified to reflect the principle of there being one employee in-charge per organizational unit where such a unit would otherwise have an organizationally established supervisory presence. It is recognized that organizational structures may change such that in-charge designations would change as well.

3. ~~Tillikum and Veterans Care Society~~ **Broadmead Care Society (The Lodge at Broadmead and Veterans Health Care Centre, Nigel House and Harriet House)**

Oak Bay Lodge Continuing Care Society

On each full day, afternoon or night shift where no nurse supervisor as defined in (1) above is scheduled to work, MOU#1 (a) or (b) shall apply for one Nurse Level 4 per shift, per facility.

LETTER

Mr. Bert Phipps
Assistant Deputy Minister

Dear Mr. Phipps

Re: Savings Plan for the BC Government

The Unions recognize the benefit of an efficient and effective public service staffed by healthy employees. The Union supports all the objectives of the Workplace Health and LEAN initiatives to improve efficiency in the workplace through utilization of a quality improvement process which is founded upon direct consultation with front-line workers.

We trust this is the assurance you need from the union to affirm support for these cost-saving measures.

Doug McLaren
Director, Operations and Member Services

LETTER OF AGREEMENT

RE: Letter of Understanding pertaining to the 15th Nurses Master and Component Agreements

The Parties agree that the final *wage increase agreed to in bargaining for the 15th Master Agreement will take effect on October 15, 2014 notwithstanding the expiry of the collective agreement being March 31, 2014. This commitment* is enforceable by the Union under the grievance and arbitration provisions of the collective agreement, *despite its expiry.*

Signed on behalf of the Union:

Doug McLaren, UPN

Laura Anderson, BCNU

Signed on behalf of the Employer:

Bert Phipps, BC PSA
Signed: November 22, 2012

Signed on Behalf of the Union:

Dan Murphy
President
Nurses Bargaining Association

Philip Oosterman
UPN
Forensic Psychiatric Services Commission

James White
UPN
Forensic Psychiatric Services Commission

Jim Lord
BCNU
Broadmead Care Society

Laura Anderson
BCNU
Labour Relations Officer

Jewels Bainbridge
BCNU
Maples Adolescent Treatment Centre

Doug McLaren
UPN
Director, Operations and Member Services

Signed on Behalf of the Employer:

Michael Lancaster
Senior Labour Relations Specialist
BC Public Service Agency

John Davison
Director, Labour Relations
BC Public Service Agency

Selina Lew
Senior Labour Relations Specialist
BC Public Service Agency

Tom Jensen, Manager
Maples Adolescent Treatment Centre
Ministry of Child and Family Development

Joanne O'Neill, Human Resources
Forensic Psychiatric Services Commission
Provincial Health Services Authority

Kimberley Bowman
Division Coordinator
BC Public Service Agency

Linda Lee
Administrative Assistant
BC Public Service Agency

Dated this 22nd day of November, 2012