

MEMORANDUM OF SETTLEMENT

**16th Nurses' Master and Component Agreements
between
Her Majesty in Right of the Province of British Columbia
represented by
BC Public Service Agency
and
The British Columbia Nurses' Union**

ARTICLE 1 – PREMAMBLE AND DEFINITIONS

1.02 Definitions

"Interim Permit Nurse" means a nurse who is a graduate of an approved nursing program but is not registered with the College of Registered Psychiatric Nurses of British Columbia or the **College of Registered Nurses Association** of British Columbia.

"professional association" as referred to hereafter in this Agreement shall be understood to be the College of Registered Psychiatric Nurses of British Columbia and/or the **College of Registered Nurses Association** of British Columbia.

"Union" as referred to hereafter in this Agreement shall be understood to mean ~~the Union of Psychiatric Nurses and the British Columbia Nurses' Union~~ holding ~~joint~~ certification for this bargaining unit.

1.03 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

~~Process~~ **Procedures**

(a) If there is an ~~an~~ **complaint allegation** of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. **The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.**

(b) **If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the supervisor's/manager's response or when the response was due.** The ~~complaint~~ **written statement** ~~will be in writing and~~ will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- an outline of the steps which have been taken to resolve the **matter in (a) above.**

Investigation

~~The supervisor/manager will conduct an investigation within 30 days of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint. The employee(s) directly involved may have a steward present during these discussions.~~

Referral to Panel

~~If the response is not acceptable to the complainant or the respondent, the Union may refer the matter in writing to the Panel within 30 days of the response being issued.~~

~~The Panel will review the complaint and the Employer's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.~~

These particulars will form the basis of the Deputy Minister's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to (d). The Deputy Minister shall provide the respondent with a copy of the complaint.

(c) The Deputy Minister or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Deputy Minister.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to the Joint Mediation/Arbitration Panel within 30 days of receiving the Deputy Minister's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a Chairperson who shall be appointed jointly by the Parties. By mutual agreement, the Parties may appoint two members each to the Panel.

The referral to the panel will include the written statement presented at step (b) above and the Deputy Minister's response.

(e) The panel will review the written statement and the Deputy Minister's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.

Where the Panel determines there is sufficient reason to conduct a mediation/arbitration hearing, the Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel will set its own process and may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

(f) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(g) Disciplinary action taken by the Employer which is consistent with the recommendations of the ~~majority of the~~ Panel shall not form the basis of a grievance.

(h) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action

taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

- (i) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

1.04 Human Rights Code

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the B.C. *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, **gender identity or expression**, political beliefs, and criminal or summary offense unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under ~~Section 8 21~~ of the B.C. *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the ~~B.C. Council of Human Rights~~ **British Columbia Human Rights Tribunal** or to the process specified in Clause 1.06. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.06.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.05 Sexual Harassment

The Government of British Columbia, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This Clause does not preclude an employee from filing a complaint under ~~Section 8-21~~ of the B.C. *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the ~~B.C. Council of Human Rights~~ **British Columbia Human Rights Tribunal** or to the process specified in Clause 1.06. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 1.06.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;

- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.06 Discrimination and Sexual Harassment Complaint Procedures

- (a) All persons involved in the handling of a discrimination or sexual harassment complaint under Clause 1.04 or 1.05 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a *"need to know"* basis.
- (b) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
- (d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Deputy Minister or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- Name, title and Ministry of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);

- prior attempts to resolve (if any).
- (e) The Deputy Minister or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the Deputy Minister or such later date as may be mutually agreed by the Ministry and the Union.
 - (f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with ~~BC Public Service Agency Policy Directive 3.1: Human Rights in the Workplace – Discrimination and Sexual Harassment, which is attached as Information Appendix J.~~ **the Human Resources policy on Discrimination and Harassment in the Workplace.**
 - (g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.
 - (h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.
 - (i) Pending the determination of the complaint, the Deputy Minister(s) may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
 - (j) The complainant will not be relocated without their agreement.

ARTICLE 2 – RECOGNITION AND RIGHTS

2.14 Amendments

The Deputy Minister of the BC Public Service Agency shall advise the Union of any proposal to amend, repeal, or revise the Public Service Act, the Public Service Labour Relations Act, ~~or the Pension (Public Service Act,~~ **Public Sector Pension Plans Act, or Pension Benefits Standards Act** which would affect the terms and conditions of employment of employees covered by this Agreement. The Union shall be given notice in writing immediately after the introduction of the above proposals for first reading, of the nature of the proposals so that representation may be made by the Union.

ARTICLE 3 – UNION AND PROFESSIONAL SECURITY

3.01 Membership

- (a) ~~All employees in the bargaining unit who on April 16, 1974, were members of the Union or thereafter became members of the Union shall as a condition of employment maintain such membership.~~
- (b) All employees ~~hired after April 16, 1974,~~ shall as a condition of continued employment become and remain members of the Union.
- (c) ~~Nothing in this Agreement shall be construed as requiring a person who was an employee prior to April 16, 1974, to become a member of the Union.~~

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 \$250, **effective April 1, 2018 increase to a maximum of \$300**, and prorated ~~and auxiliary employees based on their previous year's hours,~~ for regular part-time employees upon application and presentation of a receipt.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) At the time of initial employment, and upon each transfer to a new facility identified in Appendix 1 the Employer shall determine or confirm the registration status of every new and transferred employee. Such employees shall be identified as having:
- (1) Practicing registration as a registered nurse in British Columbia;
 - (2) Practicing registration as a registered psychiatric nurse in British Columbia;
 - (3) Practicing registration as both a registered nurse and a registered psychiatric nurse in British Columbia.
- (b) New employees shall sign an authorization of dues deductions form, described in Memorandum of Understanding #5 **authorizing remittance of dues to the Union**, ~~which shall indicate the Union to which the said dues shall be remitted.~~ A copy of such authorization will be forwarded to the Union.
- (c) The Employer agrees to deduct from the wages of each employee in the bargaining unit, whether or not such employees are members of the Union, the amount of the regular membership dues payable to the Union by a member of the Union.

- (d) The Employer shall deduct from each employee who is a member of the Union any assessments levied in accordance with the By-Laws of the Union and owing by the employee to the Union.
- (e) Dues shall be remitted as follows:
 - ~~(1) ————— Dues collected from the employees in Clause (a)(1) shall be remitted to the British Columbia Nurses Union;~~
 - ~~(2) ————— Dues collected from employees in Clause (a)(2) shall be remitted to the Union of Psychiatric Nurses;~~
 - ~~(3) ————— Employees identified in Clause (a)(3) shall be asked by the Employer to identify/confirm their choice of Union affiliation, and their dues shall be remitted to the appropriate Union.~~
- (f) Deductions shall be made in each payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the pay period for which they were deducted.
- (g) All deductions shall be remitted to the Union within 30 calendar days after the date of deduction and the Employer shall provide a list of names of those employees from whose salary deductions have been made. Each list will be divided to indicate employees in the Hospital Services Nurses Component and the Community Services Nurses Component. The list will also indicate additions and deletions to the list, and the amounts deducted from each employee. All lists will be in alphabetical order.
- ~~(h) — The Unions will advise the appropriate pay office of any discrepancies where dues are being remitted to the incorrect Union.~~
- ~~(+)~~ (h) The Employer shall supply each employee without charge a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.
- ~~(+)~~ (i) No employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.

ARTICLE 8 – GRIEVANCES

8.10 Administrative Provisions

Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by **email**, ~~facsimile~~, registered mail, courier or any other means mutually agreed to by the parties. Where the matter is presented by **email**, ~~facsimile~~, registered mail, courier, or other mutually agreed to means, it shall be deemed to be presented on the day on which it is registered

or otherwise recorded with the transmitting body and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer and the Union.

ARTICLE 11 – SENIORITY

11.01(e) (New) - Recognition of Seniority

When an external applicant is successful for a regular position and the previous Employer was unionized by BCNU the Employer will recognize the employee’s previous seniority.

11.02 Seniority List

- (a) **On the last date of the payroll period immediately prior to April 1 and October 1 of each calendar year, the Employer shall provide lists showing the seniority of all employees at their worksite. The list will be in seniority order.**
- (b) **The Employer will post copies in each worksite.**
- (c) **On the last date of the payroll period immediately prior to April 1 and October 1 of each calendar year, the Employer shall provide the Union a master list showing the seniority of all employees covered by this agreement. The list shall be in seniority order.**

The seniority lists shall contain the following information:

- (i) name;
- (ii) status (regular full-time, regular part-time, auxiliary);
- (iii) grid level;
- (iv) start date in the Public Service;
- (v) total hours for auxiliary employees;
- (vi) worksite;
- ~~(vii) union affiliation;~~
- ~~(viii) classification seniority date (Riverview and FPH only).~~

ARTICLE 12 – POSTINGS, TRANSFERS AND SECONDMENT

12.02 Selection Panels

- (a) Selection panels shall be convened in accordance with the *Public Service Act* and regulations/directives pursuant thereto.

(b) The Employer shall give whatever notice is reasonable under the prevailing circumstances to any employee selected to appear before a Selection Panel. Such similar ~~Appropriate~~ notice will also be provided to the Union **and Steward**.

12.07 ~~Appeal Procedure~~ Review of Staffing Decisions

(a) An employee who is an unsuccessful applicant for an appointment to the public service may request from the individual responsible for the appointment an explanation of the reasons why he or she was not appointed.

(b) The responsible individual must provide an explanation as soon as practicable after receiving a request under subsection (a).

(c) An employee who has made a request under (a) above may request an inquiry into the application of section 8(1) of the *Public Service Act* with respect to the appointment. Any such request must include a detailed statement specifying the grounds on which the request is made and be directed to the deputy minister responsible for the position.

(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.

(e) An employee who is an unsuccessful applicant for an appointment to a position and who has made a request pursuant to (c) above and disagrees with the decision made in (d) above to confirm the appointment or proposed appointment may request a review of the appointment by the merit commissioner on the grounds that section 8(1) of the *Public Service Act* has not been complied with.

(f) A request for a review pursuant to (e) above must be in writing and may only be based upon the grounds submitted to the deputy minister under (c) above.

(g) All requests for reasons, inquiry or review and submissions must be within the time period prescribed by Regulation made pursuant to the *Public Service Act*.

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. ~~—————Forensic Psychiatric Hospital~~
- 4 1. The Maples Adolescent Treatment Centre
5. ~~—————Victoria Youth Custody Services~~
6. 2. Burnaby Youth Custody Services
7. 3. Youth Forensic Psychiatric Services/In-Patient Assessment Unit
- 8 4. Prince George Youth Custody Services

(f) Community

The seniority blocks of the Community Jurisdictional Unit shall be by ministry by geographic location.

(g) An employee exercising displacement options within the above seniority blocks shall not be entitled to relocation expenses as per Clause 13.13 for the purposes of this Article. The identified seniority blocks shall be considered headquarters or geographic location as defined in Clause 1.02.

13.11 Pay-Out of Sick Leave

~~When an employee age 55 or older opts for severance pay or early retirement, they may also qualify in accordance with Clause 27.16 of the Master Agreement, for an amount equal to 50% of accumulated sick leave credits on the date of severance or retirement.~~

13.13 Relocation Expenses

Employees with three or more ~~years~~ **years'** service seniority who relocate pursuant to Clauses 13.09 and 13.01(d) shall be entitled to relocation expenses in accordance with Clause 27.17.

ARTICLE 18 – ANNUAL VACATION

18.01 Entitlement

(d) An employee may carry over up to ~~10 days~~ **days'** vacation leave per vacation year except that such vacation carryover shall not exceed ~~10 days~~ **days'** at any time. The Employer may under special circumstances, i.e. extended trip, education, or compassionate grounds, permit an employee to take five extra days of vacation prior to entitlement.

~~(f) Employees who on December 31, 1974 had earned vacation credited to a frozen vacation bank shall have the option of cashing out such banked vacation time, subject to budgetary consideration.~~

18.05 Vacation Leave on Retirement

An employee scheduled to retire and to receive ~~a superannuation allowance under the Pension (Public Service) Act~~ or who has reached the mandatory retiring age, **pension benefits under the Public Service Pension Plan Rules** shall be granted full vacation entitlement for the final calendar year of service.

ARTICLE 20 – SPECIAL LEAVE

20.03 Union Business or Public Duties

(a) Union business shall be considered good cause for leave of absence without pay and on at least five days' notice in writing, ~~on the approved form,~~ to the appropriate local management, leave of absence without pay shall be given to any designated employee or employees for the purpose of conducting Union business, subject to mutual agreement, if the Employer considers the numbers appointed to be excessive. The Employer may waive any portion of the notice period. ~~Except under extenuating circumstances, such leave shall be limited to three months in any one year.~~ The employee shall retain all benefits and security however, such leave will be without salary.

(b) Employees who are members of the Union's Negotiating Committee shall be granted leave of absence without loss of basic pay, including travelling time, in order to conduct negotiations. The provisions of Article 16 - Overtime, do not apply.

(c) Employees who are members of the Union's Negotiating Committee will be granted leave of absence without pay to attend preparatory negotiating meetings.

(d) Employees attending third party hearings at the request of the Union will be granted leave of absence without pay.

(e) The Employer shall grant, on written request, leave of absence without pay:

(1) for employees to seek election in the Municipal, Provincial, or Federal or Aboriginal Community Government Election;

(2) for employees elected for a full-time position with the Union, or any body with which the Union is affiliated, for a maximum period of five years;

(3) for employees elected to a public office for a maximum period of five years.

(f) To facilitate the administration of Clauses (a), (c), (d) when leave of absence without pay is granted, it shall be with pay, and the Union agrees to reimburse the Employer for the appropriate salary and benefit costs including travel time.

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 parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - ~~one day per calendar year~~, **two days per calendar year effective September 1, 2017** - 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 21 - MATERNITY/PARENTAL/ADOPTION LEAVE

21.07 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre-placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

ARTICLE 22 - OCCUPATION HEATH AND SAFETY

22.01 Copies of Regulations

The Employer agrees to ensure that ~~copies of~~ the current **Workers' Compensation Act and Occupational Health and Safety Regulation (OHSR)** are available in each workplace and readily accessible to all employees.

22.02 Safe Workplace

Consistent with the provisions of the Occupational Health and Safety Regulations:

- (a) No employee shall be required or expected to lift any patient without assistance, if in the opinion of the employee, the weight of the patient is excessive.
- (b) The Parties will instruct their representatives on Local Joint Occupational Health and Safety Committees to review the matter of employee safety while travelling to or from their workplace. The Committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the Committees shall make recommendations to either manage or avoid the risk.

22.03 Right to Refuse Unsafe Work

- (a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

(b) No employee shall be subject to disciplinary action because they have acted in compliance with (a) above and 3.12 of the OH&S regulations. ~~OH&S regulation 3.12 is attached as Information Appendix D.~~

22.04 Communicable Disease

(a) It is agreed that:

(1) Same language

(2) Same language

(3) Local Occupational Health and Safety Committees should coordinate these activities. Materials should be obtained directly from ~~the Director of Epidemiology, Preventive Services, Ministry of Health.~~ **Immunization Services at the BC Centre for Disease Control.**

(b) Voluntary Hepatitis B immunization shall be provided by the Employer free of charge to the employees.

22.05 Occupational Health & 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 incident investigations in accordance with ~~WCB Regulations~~ **Workers' Compensation Act and Occupational Health and Safety Regulation (OHSR)**, and shall not suffer any loss of basic pay for the time spent.

(c) In areas where worksite inspections involve considerable travel, each worksite shall submit regular safety reports to the Committee and inspections shall be carried out when feasible or where considered necessary by a majority of the Committee.

- (d) Committee business and meetings shall be scheduled during normal working hours whenever practicable. Time spent by employees attending Committee meetings or business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

~~22.09 Northern and Isolated Areas~~

~~Deleted Date of Signing of Twelfth Master Agreement.~~

Should the Employer in the future, employ employees in northern and isolated areas, Clause 22.09 of the Eleventh Master Agreement shall apply to such employees. See letter dated March 8, 2017.

22.10 Provincial Joint Occupational Health & Safety Committee (PJOHS)

There shall be established a **Provincial** Joint Committee composed of four representatives of the Employer (at least one from the BC Public Service Agency) and four representatives of the 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 PJOHS shall be sent to the local OH&S Committees as well as the Union and the Employer.

22.13 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 “Workplace Violence Protection”~~. **Workers’ Compensation Act and Occupational Health and Safety Regulation (OHSR)**.
- (b) 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.
- (c) 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~~ **and Occupational Health and Safety Regulation (OHSR)**.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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. Critical incident stress debriefing and 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 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 support.~~

- (h) 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.
- (i) 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.

22.14 Investigation of Accidents

- (a) Maintain current language
- (b) Maintain current language
- (c) In the event of a fatality, the ministry shall immediately notify the President of ~~the UPN or~~ the BCNU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

ARTICLE 23 – EDUCATION POLICY

23.03 Ancillary Bonuses

A nurse who acquires and maintains **dual** registration **as a Registered Nurse and Registered Psychiatric Nurse** under both the *Health Professions Act* and the *Nurses (Registered) Act* shall receive an allowance of \$23 per bi-weekly period.

ARTICLE 25 HEALTH AND WELFARE

25.02 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. Employees shall be able to obtain details of the Extended Health Care Plan benefits **by accessing the Benefits Guide at http://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/benefits-for-bargaining-unit-employees/bargaining_benefits_guide.pdf, or contacting MyHR directly at <http://www2.gov.bc.ca/gov/content/careers-Myhr>** upon request, from their local human resource office.

~~The health care plan will be amended as follows:~~

1) ~~Effective April 1, 2010 the lifetime maximum for extended health care benefits will be increased from \$100,000 to \$250,000.~~

2) ~~Effective May 1, 2010:~~

~~☐ Massage therapy will be capped at \$750 per annum, per person.~~

3) ~~Effective January 1, 2011:~~

~~☐ The annual deductible for extended health care benefits will be increased from \$65 to \$80.~~

~~☐ Claims for reimbursement for hearing aids will be increased to \$1,500 per year per person.~~

~~☐ Paramedical—80% of the \$10 visit fee for the first eight visits; 80% reimbursement of the full amount payable after eight visits.~~

ARTICLE 27 – PAYMENT OF WAGES 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) Increase rates of pay for classifications listed in Appendix 6 on the following dates:

Date	Percentage Increase
April 5, 2015	1.0
February 7, 2016*	0.0
April 3, 2016	0.5
February 5, 2017*	1.0
April 2, 2017	0.5
February 4, 2018*	1.0
April 1, 2018	0.5
February 3, 2019*	1.0

Note: *Dates for potential Economic Stability Dividend – reference MOU XX on ESD

27.02 Pay Period

(a)

(1) Employees shall be paid bi-weekly ~~on every second Friday. or, when a paid holiday falls on a pay day, the immediate preceding banking day.~~

(2) Except when an employee is terminating their services or being terminated, if an employee's pay cheque or direct deposit is for an amount in excess of their entitlement, they shall nevertheless receive the pay, and

the adjustments will be made on a subsequent pay day. The employee will not be expected to suffer a delay in receiving pay while adjustments are being made.

(3) If the employee's pay cheque or direct deposit is not available on the pay day, the Employer shall arrange for the employee to be provided, on the same day, with a pay advance in the amount required to make up the employee's full entitlement to their basic pay.

(4) If the employee's pay cheque or direct deposit is short of basic pay, the Employer shall, upon the employee's request, arrange for the employee to be provided with an advance in the amount required to make up the employee's full entitlement to their basic pay. Such advance shall be provided not later than eight days after the pay period in which the basic pay was due.

~~(b) Employees working shifts shall receive pay cheques in accordance with the following:~~

~~(1) day shift — on the pay day~~

~~(2) afternoon shift — coming off the shift prior to the pay day~~

~~(3) night shift — coming off the shift the morning of the pay day~~

~~(c) — When a pay day falls on an employee's rest day, the Employer agrees to issue the employee's pay cheques on the last shift worked prior to the pay day, provided the cheque is available. No employee shall deposit or cash such cheque prior to the pay day.~~

~~(d)~~ **(b)** The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating financial institution of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory, ~~except as follows:~~

~~(1) — where access to a financial institution with capability of accepting direct deposit is not available; or~~

~~(2) — where an employee who, at November 25, 1997, had previously opted to receive their pay by cheque.~~

~~(e)~~ **(c)** Auxiliary employees shall receive their pay cheque **or direct deposit** no later than the pay day at the end of the bi-weekly pay period immediately following the bi-weekly pay period in which the pay was earned.

~~(f)~~ **(d)** All premiums and allowances payable shall be paid no later than the pay day at the end of the second bi-weekly pay period after the pay period in which the premium was earned.

~~(g)~~ **(e)** A comprehensive statement detailing all payments, **premiums**, allowances and deductions shall be provided for each pay period.

27.03 Increment Dates

(a) The increment date for a full-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 employee's anniversary date of appointment. Effective January 1, 2003, the increment date will be the first day of the pay period 18 months after the employee's date of appointment.~~ **Effective September 3, 2017, the increment date will be the first day of the pay period 12 months after the employee's date of appointment.**

(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 2614.5 hours after their date of appointment or date they received their previous increment. ~~Regular working hours are defined as non-overtime hours.~~ **Effective September 3, 2017, the increment date will be the first day of the pay period after the completion of 1743 hours after their date of appointment or date they received their previous increment. Regular working hours are defined as non-overtime hours.**

(c) For the purpose of 27.03(a) and (b), up to 875 regular working hours paid as an Interim Permit Nurse will count towards the completion of ~~2625~~ **2614.5 (1743 hours effective September 3, 2017)** regular working hours required for an increment at the Nurse 4 level, provided the 875 hours are also worked with the Employer.

(d) A leave of absence without pay, other than union, maternity, adoption, parental or education leave, for more than 30 days which occurs prior to an employee's anniversary date will defer the increment and the employee's anniversary date will be adjusted by a time period equivalent to the period of leave of absence. This date will become the employee's new anniversary date for increment purposes.

27.05 In-Hiring Rates of Pay

(a) The in-hiring rates of pay for new employees without previous experience other than student time shall always be at the minimum rates in the pay plan provided in Appendix 6.

(b) Where a new employee to the Public Service is employed for a regular or an auxiliary position, salary recognition of one ~~annual~~ increment **step** for every ~~one year's~~ **eighteen months** experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two years have elapsed since such experience was obtained.

Effective ~~January 1, 2003,~~ **September 3, 2017,** salary recognition of one **annual** increment ~~step~~ for every ~~eighteen months~~ **one year's** experience shall be granted for relevant nursing experience as determined by the Employer, provided not more than two years have elapsed since such experience was obtained.

Any time spent in an educational program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

27.15 Retirement Allowance

Upon retirement from service, an employee who has completed 20 years of service, and who under the provisions of the *Pension (Public Service) Public Sector Pension Plans Act* is entitled to receive a pension benefit on such retirement, is entitled to **be paid** an amount ~~to be paid out of the Consolidated Revenue Fund~~ equal to their salary for one month, and for each full year of service exceeding 20 years, but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

For purposes of this Article, one month's salary is:

$$\frac{\text{bi-weekly salary} \times 26.0893}{12}$$

27.16 Pre-retirement Leave

~~An employee scheduled to retire and to receive a pension benefit under the **Public Service Pension Plan Rules**, shall be entitled to:~~

~~a special paid leave for a period equivalent to 50% of their accumulated sick **bank** credit, to be taken immediately prior to retirement; or
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.~~

~~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.~~

27.17 Relocation Expenses

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with ~~the relocation regulations of the Treasury Board Order respecting Board and Lodging and Relocation Expenses and as contained in Memorandum of Understanding #20.~~ **Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.**

- (a) **Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the Employer expenses paid on a pro rata basis.**

(b) The provisions of (a) above do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Clause 12.08 or Article 13.

~~27.18 Isolation & Vacation~~ See letter dated March 8, 2017.

~~27.19 Special Vacation Transportation Subsidy for Severely Isolated Locations~~ – See ancillary document dated March 8, 2017.

ARTICLE 28 – CLASSIFICATION AND RECLASSIFICATION

28.02 Job Evaluation Plan

(a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly introduction or change in job evaluation plans, the Joint Classification Committee shall consist of an equal number of representatives from the Employer and the Union.

(c) The Committee shall formulate the job evaluation plans used as a means to establish classification systems ~~in the two components~~ within the Nurses' Bargaining Unit and shall make a ~~joint~~ recommendation to the Bargaining Principals for ratification.

(d) The Committee may direct the formation and establish the terms of reference to subcommittees to undertake the mechanics of any study approved by this committee.

(e) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.03.

28.04 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this Clause and shall not be considered a grievance under Article 8.

(a) Step 1

(i) If an employee believes that the position they occupy is improperly classified, they may discuss their duties and responsibilities with their **excluded manager**, immediate supervisor **and union steward if requested by the employee**.

(ii) The Employer's designate **Excluded manager** shall, upon request and within 40 days after the request, provide the employee with a written job description describing the latter's duties and responsibilities. Such job description shall be consistent with the employee's assigned duties. The employee and their ~~immediate~~

supervisor, union steward and their excluded manager will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(b) Step 2

If the employee still believes that their position is improperly classified, the employee may initiate a formal appeal by completing a Classification Appeal Form and forwarding the completed form ~~through their supervisor to the the Ministry Human Resources Officer~~ excluded manager, the Union and the BC Public Service Agency. ~~The Ministry Human Resources Officer, or their designate, shall review the position and respond to the Union with a full explanation of its decision within 45 days of the receipt of the Classification Appeal Form.~~ The BC Public Service Agency shall review the appeal and respond to the Union with a full explanation of its decision within 60 days of the submission.

(c) Step 3

~~If there remains a dispute respecting the classification or level, the employee may process the completed "Classification Appeal Form" through the Union to be filed with the BCPSA within 14 days of receipt of written notification of the Ministry's decision. The Employer shall review the appeal and respond to the Union with a full explanation of its decision within 60 days of the date of submission~~

The Union will respond to the BC Public Service Agency with a full explanation within 90 60 days of receipt of the written response. The parties shall attempt to resolve any outstanding issues through consultation.

(d) Step 4

~~The employee shall, if the dispute still exists, have the right to appeal the results of the review in Clause 28.04(e) through the Union to the Classification Referee. The appeal shall be presented within 30 days of the Union receiving the decision of the BCPSA. Such an appeal shall be dealt with in accordance with Clause 28.05.~~

If the classification level remains in dispute, the Union and the BC Public Service Agency may agree to an alternative process in order to resolve the classification appeal.

(e) Step 5

~~The employee shall, if the dispute still exists, have the right to appeal the results of the review in Clause 28.04(~~bc~~) through the Union to the Classification Referee. Any such notification shall be transmitted within 30~~60~~ days of the Union ~~response at Clause 28.04(c)~~ receiving the decision from the BCPSA. The appeal shall be deemed abandoned in the event that the appeal is not submitted to adjudication within the required time period. Such an appeal shall be dealt with in accordance with Clause 28.05.~~

If the above procedure does not lead to a satisfactory resolution, within 60 days, the employee shall have the right to appeal the results through the Union to the Classification Referee in Article 28.05, by providing written notification to the BC Public Service Agency.

(f) The time limits in this Clause may be extended by mutual agreement.

28.05 Classification Referee

- a) Maintain current language
- b) Maintain current language
- c) Maintain current language
- d) Maintain current language
- e) Effective date of any reclassification shall be the first day of the pay period following the date of receipt by the **BC Public Service Agency** ~~Ministry Human Resources Office~~ of the employee's "Classification Appeal Form" **pursuant to Clause 28.04 (b).**
- f) Maintain current language

ARTICLE 29 – AUXILIARY EMPLOYEES

29.06 Application of Agreement

(a) The term "employee" used in other articles of this Agreement includes "casual employees" except in Articles 11, 13, 17, 18, 19, 20, 21, 23, and 25 and any other article or clause which specifies "regular" employees, unless specified otherwise in this Article.

(b) The term "employee" used in other articles of this Agreement includes "on-call" employees except in the following numbered articles and clauses: Articles 11, 13, 17, 18, 19, 20, 21, 23, 25, 26; Clauses 14.05, 15.02, 15.05, 27.03, 27.06 and 27.18, and any other clauses which specify "regular" employees unless otherwise specified in this Article.

~~(e) Auxiliary employees with accrued sick leave banked shall be entitled to pre-retirement leave in accordance with Clause 27.16 of this Agreement.~~

(c) An auxiliary employee who is a member of the Union's Negotiating Committee shall be eligible for leave in accordance with Clauses 20.03 (b), (c) and (f).

~~(d) Auxiliary employees with accrued sick leave banked shall retain their sick leave entitlement if re-employed with 12 months of being laid off.~~

(e) **(d)** Time spent at court by an auxiliary employee in their official capacity shall be at their regular rate of pay.

(f) **(e)** Court actions arising from employment which require an auxiliary employee's attendance at court, shall be with pay.

(g) **(f)** Any auxiliary employee who is eligible to vote in a Federal, Provincial, Municipal or Aboriginal Community Government Election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

(h) **(g)** Where leave from work is required, employees shall be entitled to the provisions of Clause 20.01 (Bereavement Leave).

(i) **(h)** Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

29.09 Auxiliary Annual Vacation

(b) Except as indicated in (a) above, an auxiliary employee shall be entitled to receive vacation pay at the rate of six per cent of their regular earnings. Auxiliary employees shall receive their earned vacation bi-weekly. Such an employee shall be entitled to three weeks each calendar year free from call of the Employer for the purpose of vacation leave. An employee will provide a minimum of two ~~weeks~~ **weeks**' notice in writing for this purpose, and the mutually agreed period free from call shall not restrict operational requirements or interfere with the vacation schedules of regular employees.

29.12 Increments

Employees will receive an increase to the next step within their salary scale after they complete ~~1750-2614.5~~ non-overtime working hours (effective **September 3, 2017 – 1743** ~~January 1, 2003~~ - ~~2625~~ hours) from the date on which they qualified to receive their last increment; or from the date they commenced employment, whichever is the later.

29.14 Conversion of Auxiliary Employees

(a) Maintain current language

(b) Notwithstanding (a) above an auxiliary employee shall have the right to decline conversion to regular status. In such circumstances, the employee shall notify ~~their Ministry Human Resources Office~~ **excluded manager** in writing and the provisions of this Clause shall not apply. From the date of that notification an employee may requalify for conversion by working an additional 1827 hours in 33 pay periods and satisfying the provisions of (a) above.

(c) Maintain current language

(d) Maintain current language

ARTICLE 30 – GENERAL CONDITIONS

30.04 Indemnity

- (a) Maintain Current Language
- (b) Maintain Current Language
- (c) Maintain Current Language
- (d) Maintain Current Language

(e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties with the Employer in proceedings taken pursuant to the *Health Professions Act* ~~or the *Nurses (Registered) Act*~~ or **pursuant** to an Act(s) which succeeds ~~it one or both of the aforementioned Acts~~, the Employer will provide either legal counsel, or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defense.

30.07 Personnel Files

- ~~(a) — A Union representative or steward shall, upon written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance.~~
- ~~(b) — Upon reasonable notice, employees will be provided an opportunity to review their personnel file, in the office in which the file is normally kept.~~

An employee, or their union designate with the written authority of the employee, shall be entitled to review the employee's personnel file. The employee or designate, as the case may be, shall give the employer adequate notice prior to having access to such file. Files will be sent electronically to an employee through the government e-mail system, or at the employee's request, to their union designate.

~~30.11 Child Care Facilities~~ – See ancillary document dated March 8, 2017.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Expiration of Agreement

This Agreement covers the period from and including April 1, ~~2012~~ **2014** to and including midnight, March 31, ~~2014~~ **2019**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2014~~ **2019** 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, ~~2014~~ 2019, but in any event not later than midnight January 31, ~~2014~~ 2019.

(b) Where no notice is given by either party prior to January 31, ~~2014~~ 2019, both parties shall be deemed to have been given notice under this section on January 31, ~~2014~~ 2019, and thereupon Clause 31.03 of this Article applies.

31.03 Commence of Bargaining

Where a party to this Agreement has given notice under Clause 31.02 of this Article the parties shall, within 14 days after the notice was give, commence collective bargaining.

31.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

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~~ Sixteenth Agreement is ~~November 22, 2012~~ insert date.

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. 1. Youth Forensic Psychiatric Services - by geographic location
- ~~3. Adult Forensic Community Clinics — by geographic location~~
4. 2. Ministry of Public Safety and Solicitor General – Road Safety BC ~~Office of the Superintendent of Motor Vehieles~~
- ~~5. Prince George Youth Custody Services~~
6. 3. Ministry of Health ~~Services~~
7. 4. 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. 1.Maples Adolescent-Treatment Centre~~
- ~~4. 2.Youth Forensic Psychiatric Services In-Patient Assessment Unit~~
- ~~5. Oak Bay Lodge Continuing Care Society~~
- ~~6. 3.Burnaby Youth Custody Services~~
- 4. Prince George 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

As at February 22, 2017 there are no Appendix 2 Exclusions.

- (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
- Director, Healthy Living
 - Director, Health Human Resources (Nursing and Allied Services)
 - Manager, System Redesign End of Life
 - Manager, Maternal and Women's Health
 - Manager, Nursing Directorate
 - 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

~~Part III – Joint Advisory Committee~~

~~Deleted date of signing of Thirteenth Master Agreement. See ancillary document dated March 8, 2017.~~

Part III - Rehabilitation Committee

(1) It is the intent of both Parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

- (a) The Committee shall consist of five members, two appointed by the Employer, two appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to assist in the administration of the Committee.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 3, Part III—Rehabilitation.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
- (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
- (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
- (f) The Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

(g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

(2) In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.03(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (PSERC7). An employee who fails to:

- (1) sign the application form;
- (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;
- (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Ministry who shall within 10 work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they

shall be subject to Article 13 of the Master Agreement excluding displacement options pursuant to Clause 13.09.

- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Rehabilitation Committee if the **Occupational Health and Rehabilitation** ~~Government Employee Health Services~~ determines it is medically appropriate to do so.

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either Party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3.
- (g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

**APPENDIX 4
APPLICATION OF ISOLATION ALLOWANCE
BIWEEKLY PAY CONVERSION SCHEDULE**

~~Deleted date of signing of Twelfth Master Agreement.~~

~~Should the Employer in the future, employ employees in northern and isolated areas, Appendix 4 of the Eleventh Master Agreement shall apply to such employees.~~ See letter dated March 8, 2017.

**APPENDIX 4B
ISOLATED LOCATIONS ELIGIBLE FOR SPECIAL VACATION
TRANSPORTATION SUBSIDY**

~~Deleted date of signing of Twelfth Master Agreement.~~

~~Should the Employer in the future, employ employees in northern and isolated areas, Appendix 4B of the Eleventh Master Agreement shall apply to such employees. Such list would also be revised and implemented on the same basis as revised and implemented for the majority of unionized employees in the Public Service.~~ See letter dated March 8, 2017.

**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~~ **may be** 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:~~

~~Oak Bay Lodge Continuing Care Society
Broadmead Care Society
Forensic Psychiatric Services Commission~~

**APPENDIX 6
FIFTEENTH SIXTEENTH NURSES MASTER
WAGE SCHEDULES**

1. The classification, grid level and corresponding Grade Descriptor are as follows:

Classification	Grid Level	Grade Descriptors
4	4	Direct Care Giver Program Officer
5	5	First Line Supervisor
7	7	Case Manager Nurse Clinician Supervisor (small scope) Program Coordinator
<u>8</u>	<u>8</u>	<u>Assistant Team Lead</u>
9	9	Supervisor (large scope) Supervisor (sole charge) Senior Program Coordinator Senior Nursing Authority in a Facility

2. Effective **April 5, 2015** there will be a **1%** increase to all grids and steps on the salary schedule.

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	55,547.77	4,628.98	2,129.14	30.4163

4	1	56,251.40	4,687.62	2,156.11	30.8016
	2	60,577.79	5,048.15	2,321.94	33.1706
	3	62,757.03	5,229.75	2,405.47	34.3639
	4	67,068.29	5,589.02	2,570.72	36.7246
	5	69,095.16	5,757.93	2,648.41	37.8344
	6	73,832.20	6,152.68	2,829.98	40.4283

5	1	59,568.92	4,964.08	2,283.27	32.6181
	2	64,151.50	5,345.96	2,458.92	35.1274
	3	66,458.32	5,538.19	2,547.34	36.3906
	4	71,024.21	5,918.68	2,722.35	38.8907
	5	73,170.57	6,097.55	2,804.62	40.0660
	6	78,186.76	6,515.56	2,996.89	42.8127

7	1	63,082.88	5,256.91	2,417.96	34.5423
	2	67,935.23	5,661.27	2,603.95	37.1993
	3	70,377.97	5,864.83	2,697.58	38.5369
	4	75,213.63	6,267.80	2,882.93	41.1847
	5	77,487.05	6,457.25	2,970.07	42.4296
	6	82,798.83	6,899.90	3,173.67	45.3381

8	1	64,943.05	5,411.92	2,489.26	35.5609
	2	69,938.89	5,828.24	2,680.75	38.2964
	3	72,453.90	6,037.83	2,777.15	39.6736
	4	77,432.26	6,452.69	2,967.97	42.3996
	5	79,771.95	6,647.66	3,057.65	43.6807
	6	85,241.05	7,103.42	3,267.28	46.6754

9	1	66,803.48	5,566.96	2,560.57	36.5796
	2	71,942.03	5,995.17	2,757.53	39.3933
	3	74,529.56	6,210.80	2,856.71	40.8101
	4	79,650.37	6,637.53	3,052.99	43.6141
	5	82,057.63	6,838.14	3,145.26	44.9323
	6	87,683.27	7,306.94	3,360.89	48.0127

3. Effective **February 7, 2016** there will be an **0%** increase to all grids and steps of the salary schedule as well as an **Economic Stability Dividend***.

*** For 2015/16, employees received an Economic Stability Dividend equal to 0.45%.**

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	55,797.71	4,649.81	2,138.72	30.5531

4	1	56,504.47	4,708.71	2,165.81	30.9401
	2	60,850.42	5,070.87	2,332.39	33.3199
	3	63,039.31	5,253.28	2,416.29	34.5184
	4	67,370.14	5,614.18	2,582.29	36.8899
	5	69,406.15	5,783.85	2,660.33	38.0047
	6	74,164.31	6,180.36	2,842.71	40.6101

5	1	59,836.85	4,986.40	2,293.54	32.7649
	2	64,440.31	5,370.03	2,469.99	35.2856
	3	66,757.30	5,563.11	2,558.80	36.5543
	4	71,343.80	5,945.32	2,734.60	39.0657
	5	73,499.82	6,124.99	2,817.24	40.2463
	6	78,538.71	6,544.89	3,010.38	43.0054

7	1	63,366.74	5,280.56	2,428.84	34.6977
	2	68,241.00	5,686.75	2,615.67	37.3667
	3	70,694.70	5,891.23	2,709.72	38.7103
	4	75,552.00	6,296.00	2,895.90	41.3700
	5	77,835.86	6,486.32	2,983.44	42.6206
	6	83,171.38	6,930.95	3,187.95	45.5421

8	1	65,235.25	5,436.27	2,500.46	35.7209
	2	70,253.53	5,854.46	2,692.81	38.4687
	3	72,780.02	6,065.00	2,789.65	39.8521
	4	77,780.81	6,481.73	2,981.33	42.5904
	5	80,130.94	6,677.58	3,071.41	43.8773
	6	85,624.56	7,135.38	3,281.98	46.8854

9	1	67,104.03	5,592.00	2,572.09	36.7441
	2	72,265.80	6,022.15	2,769.94	39.5706
	3	74,865.07	6,238.76	2,869.57	40.9939
	4	80,008.84	6,667.40	3,066.73	43.8104
	5	82,426.80	6,868.90	3,159.41	45.1344
	6	88,077.74	7,339.81	3,376.01	48.2287

4. Effective **April 3, 2016** there will be a **0.5%** increase to all grids and steps on the salary schedule.

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	56,076.60	4,673.05	2,149.41	30.7059

4	1	56,787.01	4,732.25	2,176.64	31.0949
	2	61,154.62	5,096.22	2,344.05	33.4864
	3	63,354.47	5,279.54	2,428.37	34.6910
	4	67,706.95	5,642.25	2,595.20	37.0743
	5	69,753.14	5,812.76	2,673.63	38.1947
	6	74,535.04	6,211.25	2,856.92	40.8131

5	1	60,136.10	5,011.34	2,305.01	32.9287
	2	64,762.51	5,396.88	2,482.34	35.4620
	3	67,090.98	5,590.92	2,571.59	36.7370
	4	71,700.44	5,975.04	2,748.27	39.2610
	5	73,867.42	6,155.62	2,831.33	40.4476
	6	78,931.35	6,577.61	3,025.43	43.2204

7	1	63,683.46	5,306.96	2,440.98	34.8711
	2	68,582.25	5,715.19	2,628.75	37.5536
	3	71,048.21	5,920.68	2,723.27	38.9039
	4	75,929.78	6,327.48	2,910.38	41.5769
	5	78,225.11	6,518.76	2,998.36	42.8337
	6	83,587.25	6,965.60	3,203.89	45.7699

8	1	65,561.37	5,463.45	2,512.96	35.8994
	2	70,604.69	5,883.72	2,706.27	38.6610
	3	73,143.96	6,095.33	2,803.60	40.0514
	4	78,169.80	6,514.15	2,996.24	42.8034
	5	80,531.67	6,710.97	3,086.77	44.0967
	6	86,052.69	7,171.06	3,298.39	47.1199

9	1	67,439.54	5,619.96	2,584.95	36.9279
	2	72,627.13	6,052.26	2,783.79	39.7684
	3	75,239.45	6,269.95	2,883.92	41.1989
	4	80,408.79	6,700.73	3,082.06	44.0294
	5	82,839.01	6,903.25	3,175.21	45.3601
	6	88,518.13	7,376.51	3,392.89	48.4699

5. Effective **February 5, 2017** there will be a **1%** increase to all grids and steps on the salary schedule as well as an **Economic Stability Dividend***.

*** For 2016/17, employees received an Economic Stability Dividend equal to 0.35%.**

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	56,833.71	4,736.14	2,178.43	31.1204

4	1	57,553.52	4,796.13	2,206.02	31.5146
	2	61,980.09	5,165.01	2,375.69	33.9384
	3	64,209.68	5,350.81	2,461.15	35.1593
	4	68,621.12	5,718.43	2,630.24	37.5749
	5	70,694.70	5,891.23	2,709.72	38.7103
	6	75,541.31	6,295.11	2,895.49	41.3641

5	1	60,948.00	5,079.00	2,336.13	33.3733
	2	65,636.77	5,469.73	2,515.85	35.9407
	3	67,996.80	5,666.40	2,606.31	37.2330
	4	72,668.35	6,055.70	2,785.37	39.7910
	5	74,864.55	6,238.71	2,869.55	40.9936
	6	79,996.84	6,666.40	3,066.27	43.8039

7	1	64,543.10	5,378.59	2,473.93	35.3419
	2	69,508.16	5,792.35	2,664.24	38.0606
	3	72,007.25	6,000.60	2,760.03	39.4290
	4	76,954.83	6,412.90	2,949.67	42.1381
	5	79,281.21	6,606.77	3,038.84	43.4120
	6	84,715.61	7,059.63	3,247.14	46.3877

8	1	66,446.32	5,537.19	2,546.88	36.3840
	2	71,557.73	5,963.14	2,742.80	39.1829
	3	74,131.44	6,177.62	2,841.45	40.5921
	4	79,225.12	6,602.09	3,036.69	43.3813
	5	81,618.81	6,801.57	3,128.44	44.6920
	6	87,214.44	7,267.87	3,342.92	47.7560

9	1	68,350.05	5,695.84	2,619.85	37.4264
	2	73,607.57	6,133.96	2,821.37	40.3053
	3	76,255.11	6,354.59	2,922.85	41.7550
	4	81,494.36	6,791.20	3,123.67	44.6239
	5	83,957.45	6,996.45	3,218.08	45.9726
	6	89,713.02	7,476.09	3,438.69	49.1241

6. Effective **April 2, 2017** there will be a **0.5%** increase to all grids and steps on the salary schedule.

The Salary Schedule is based on six steps with 18-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	57,117.83	4,759.82	2,189.32	31.2760

4	1	57,841.28	4,820.11	2,217.05	31.6721
	2	62,290.03	5,190.84	2,387.57	34.1081
	3	64,530.84	5,377.57	2,473.46	35.3351
	4	68,964.19	5,747.02	2,643.39	37.7627
	5	71,048.21	5,920.68	2,723.27	38.9039
	6	75,919.08	6,326.59	2,909.97	41.5710

5	1	61,252.72	5,104.39	2,347.81	33.5401
	2	65,964.97	5,497.08	2,528.43	36.1204
	3	68,336.75	5,694.73	2,619.34	37.4191
	4	73,031.78	6,085.98	2,799.30	39.9900
	5	75,238.93	6,269.91	2,883.90	41.1986
	6	80,396.79	6,699.73	3,081.60	44.0229

7	1	64,865.83	5,405.49	2,486.30	35.5186
	2	69,855.67	5,821.31	2,677.56	38.2509
	3	72,367.28	6,030.61	2,773.83	39.6261
	4	77,339.64	6,444.97	2,964.42	42.3489
	5	79,677.50	6,639.79	3,054.03	43.6290
	6	85,139.30	7,094.94	3,263.38	46.6197

8	1	66,778.43	5,564.87	2,559.61	36.5659
	2	71,915.42	5,992.95	2,756.51	39.3787
	3	74,502.17	6,208.51	2,855.66	40.7951
	4	79,621.15	6,635.10	3,051.87	43.5981
	5	82,026.85	6,835.57	3,144.08	44.9154
	6	87,650.39	7,304.20	3,359.63	47.9947

9	1	68,691.82	5,724.32	2,632.95	37.6136
	2	73,975.69	6,164.64	2,835.48	40.5069
	3	76,636.28	6,386.36	2,937.46	41.9637
	4	81,901.88	6,825.16	3,139.29	44.8470
	5	84,377.23	7,031.44	3,234.17	46.2024
	6	90,161.49	7,513.46	3,455.88	49.3697

7. Effective September 3, 2017 the Salary Schedule will be based on nine steps with 12-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
Interim Permit	1	57,117.83	4,759.82	2,189.32	31.2760

4	1	57,841.28	4,820.11	2,217.05	31.6721
	2	59,865.81	4,988.82	2,294.65	32.7807
	3	61,961.04	5,163.42	2,374.96	33.9280
	4	64,129.59	5,344.13	2,458.08	35.1154
	5	66,374.05	5,531.17	2,544.11	36.3444
	6	68,697.04	5,724.75	2,633.15	37.6164
	7	71,101.43	5,925.12	2,725.31	38.9330
	8	73,590.09	6,132.51	2,820.70	40.2957
	9	75,919.08	6,326.59	2,909.97	41.5710

5	1	61,252.72	5,104.39	2,347.81	33.5401
	2	63,396.48	5,283.04	2,429.98	34.7140
	3	65,615.37	5,467.95	2,515.03	35.9290
	4	67,912.01	5,659.33	2,603.06	37.1866
	5	70,289.01	5,857.42	2,694.17	38.4881
	6	72,749.23	6,062.44	2,788.47	39.8353
	7	75,295.55	6,274.63	2,886.07	41.2296
	8	77,930.83	6,494.24	2,987.08	42.6726
	9	80,396.79	6,699.73	3,081.60	44.0229

7	1	64,865.83	5,405.49	2,486.30	35.5186
	2	67,136.12	5,594.68	2,573.32	36.7617
	3	69,485.98	5,790.50	2,663.39	38.0484
	4	71,918.03	5,993.17	2,756.61	39.3801
	5	74,435.12	6,202.93	2,853.09	40.7584
	6	77,040.40	6,420.03	2,952.95	42.1850
	7	79,736.73	6,644.73	3,056.30	43.6614
	8	82,527.50	6,877.29	3,163.27	45.1896
	9	85,139.30	7,094.94	3,263.38	46.6197

8	1	66,778.43	5,564.87	2,559.61	36.5659
	2	69,115.77	5,759.65	2,649.20	37.8457
	3	71,534.77	5,961.23	2,741.92	39.1703
	4	74,038.56	6,169.88	2,837.89	40.5413
	5	76,630.01	6,385.83	2,937.22	41.9603
	6	79,311.99	6,609.33	3,040.02	43.4289
	7	82,087.90	6,840.66	3,146.42	44.9489
	8	84,960.85	7,080.07	3,256.54	46.5220
	9	87,650.39	7,304.20	3,359.63	47.9947

9	1	68,691.82	5,724.32	2,632.95	37.6136
	2	71,095.95	5,924.66	2,725.10	38.9300
	3	73,584.35	6,132.03	2,820.48	40.2926
	4	76,159.88	6,346.66	2,919.20	41.7029
	5	78,825.43	6,568.79	3,021.37	43.1624
	6	81,584.37	6,798.70	3,127.12	44.6731
	7	84,439.85	7,036.65	3,236.57	46.2367
	8	87,395.24	7,282.94	3,349.85	47.8550
	9	90,161.49	7,513.46	3,455.88	49.3697

Note: Salary Schedules for the following February 4, 2018*, April 1, 2018* and February 3, 2019* general wage increases cannot be determined at this time as they may be impacted by future ESDs (reference MOU XXX). New Salary Schedules will be posted on the MyHR websites once they are known.

APPENDIX 7

~~VEHICLE SAFETY & SURVIVAL EQUIPMENT~~ – See letter dated March 8, 2017.

**INFORMATION APPENDIX A
APPOINTMENT TO THE PUBLIC SERVICE POLICY**

Appointment Policy

The following is ~~the present administrative policy of the BC Public Service Agency~~ pursuant to the *Public Service Act* and is included for information purposes only and does not form part of a collective agreement.

(a) Appointments on Merit

Subject to section 10 of the *Public Service Act* appointments to and from within the public service must be based on the principle of merit.

(b) Determination of Merit

The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant’s education, skills, knowledge, experience, past work performance and years of continuous service in the public service.

~~The Employer, as represented by BC Public Service Agency, in accordance with section 4 of the PSA, must consult with the Union respecting the application of the matters that determine merit under section 8(2), and regulations that may affect the employees represented by the~~

~~bargaining agent that the minister intends to recommend to the Lieutenant Governor in Council under section 25 of the Act.~~

~~(c) — Probation Period~~

~~Deleted date of signing of Tenth Master Agreement.~~

INFORMATION APPENDIX B
TREASURY BOARD ORDERS
BOARD AND LODGING AND RELOCATION EXPENSES

Moved to MEMORANDUM OF UNDERSTANDING #20 date of signing of the Tenth Master Agreement

INFORMATION APPENDIX C

~~Deleted date of signing of Tenth Master Agreement~~

INFORMATION APPENDIX D
INDUSTRIAL HEALTH AND SAFETY REGULATIONS

Procedure for Refusal

~~3.12 (1) — A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.~~

~~(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or Employer.~~

~~(3) A supervisor or Employer receiving a report made under subsection (2) must immediately investigate the matter and~~

~~(a) — ensure that any unsafe condition is remedied without delay; or,~~

~~(b) — if in his or her opinion the report is not valid, they must so inform the person who made the report.~~

~~(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process, or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:~~

- ~~(a) — a worker member of the joint committee; or,~~
- ~~(b) — a worker who is selected by a trade union representing the worker; or,~~
- ~~(c) — if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.~~

~~(5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders they are deemed necessary.~~

No Discriminatory Action

~~3.13 (1) — A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the *Workers' Compensation Act* because the worker has acted in compliance with section 3.12 or an order made by an officer.~~

~~(2) — Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.~~

~~INFORMATION APPENDIX E PENSIONS BOOKLETS~~

~~Information booklets explaining the *Pension (Public Service) Act* shall be made available to employees on request, from their local pay office.~~

~~INFORMATION APPENDIX G JOB SHARING~~

~~PUBLIC SERVICE ACT DIRECTIVE~~

FOREWORD

This **appendix** ~~directive~~ applies to all regular employees who have been appointed under Section 8 of the *Public Service Act* and:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"*Job sharing proposal*" a document, initiated by two employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"*Job sharing arrangement*" where two part-time employees perform the duties of a position previously performed by one full-time employee.

"*Partners*" part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR
- two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position.

A job sharing proposal must be presented to an excluded manager for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this **document** policy.

Approval of the job sharing proposal is at the discretion of the excluded manager.—~~See Guidelines for suggested areas of consideration when reviewing job sharing proposals.~~

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed under the *Public Service Act* as a regular employee;
- at the same classification level or higher than the position being shared;
- performing their current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees. Appointments are subject to the applicable **terms of the Public Service Act and collective agreement language.** ~~*Public Service Act* Directives, i.e. Probation, and Lateral Transfer, and Demotion.~~

The appointment letter should address whether or not the employee's hours may be increased up to full-time due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance, ~~(see the Supplementary Information section for further details).~~

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full-time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the excluded-manager; nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Ministry will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if they no longer wish to job share.

Termination of Job Sharing Arrangement by Employer

Ministries may terminate a job sharing arrangement with reference being given to relevant provisions of the collective agreement. Such action should be limited to bona fide operational reasons, ~~after prior consultation with Public Service Employee Relations Commission (PSERC).~~

Filling of Vacated Job Shared Position

It is at the discretion of the excluded manager, in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g. approve a subsequent job sharing proposal, fill the position on a full-time basis.

The vacancy created by one partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

Deputy Ministers are authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;
- delegate in writing the above responsibility to other individuals within the Ministry.

Accountabilities

Deputy Ministers are accountable for ensuring that: a mechanism is in place to review and respond to job sharing proposals.

Mandatory Reporting Requirements

~~Ministries are required to report to PSERC upon request, the following:~~

- ~~• numbers of job sharing arrangements;~~
- ~~• nature and classification level of the shared positions;~~
- ~~• gender of the partners.~~

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner(s) most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the agreed to terms of the specific job sharing arrangement. If the Ministry intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

INFORMATION APPENDIX H DEFERRED SALARY LEAVE PROGRAM

~~PUBLIC SERVICE ACT DIRECTIVE~~

FOREWORD

The objective of a Deferred Salary Leave Program is to provide employees an opportunity to self-finance a planned period of absence to pursue any activity or interest. **Please refer to MyHR for details on the current process and resources:**
<http://www2.gov.bc.ca/gov/content/careers-myhr/all-employees/leave-time-off/deferred-salary-leave-program>.

This **program** ~~directive~~ applies to all regular employees appointed pursuant to sections 8 and 12 of the *Public Service Act* (PSA) with the exception of salaried physicians and to Order in Council appointments made under Section 15 of the PSA as specified in Category A and B of prerogative Order in Council 806/89.

DEFINITIONS

"deferred salary leave" is defined as a period of authorized leave without pay, for a period of time not shorter than six consecutive months or longer than one year in duration, where an employee has requested such leave in advance and at the time of the request makes an arrangement with the ~~M~~inistry to deposit a predetermined portion of salary into a trust fund which will provide an income for the employee during the leave period.

"accrued interest" is the amount of interest earned on the monies deposited with the financial institution on behalf of the participant.

"deferral period" is the length of time between 12 and 72 continuous months that an employee participates in the program prior to commencing the leave period.

"deferred salary" is the portion of current salary authorized by the employee to be deducted and retained by the financial institution on behalf of the employee.

"financial institution" is any Canadian chartered bank, trust company or credit union, authorized to carry on business in the Province of British Columbia.

"leave period" is the period of time between 6 and 12 whole consecutive months when the participant is on a leave of absence without pay and drawing their deferred funds from the financial institution.

PURPOSE

The Deferred Salary Leave Program is designed to provide employees with an opportunity to self-finance a planned period of absence for any reason, such as continuation of educational

studies, travel, or other interests. The Program allows the financing of a leave of absence by deferring an amount of not less than 10 percent and not more than 33 1/3 percent of gross salary before tax. The program will comply with Federal Income Tax Regulations. The ~~Public Service Act Directive~~, Standards of Conduct for public service employees, ~~established under section 5 of the PSA~~, must continue to be observed during the leave period.

ELIGIBILITY

The Program is open to all regular employees appointed pursuant to Sections 8 and 12 of the *Public Service Act*, except salaried physicians and Order In Council appointments under Category C and D. In addition, a minimum of 24 months' continuous service must be completed before an employee can begin deferring salary.

APPROVAL PROCESS

Approval of participation in the Deferred Salary Leave Program will rest with the ministry ~~Deputy Minister~~. Criteria for approval will depend on the operational requirements of the work unit and will be subject to the employee's eligibility for participation.

SALARY DEFERRAL PERIOD

The salary deferral period may not be less than one year and may not exceed six consecutive years. The deferred portion of salary will be deposited in a trust account in the employee's name ~~with an approved financial institution~~ and will accrue interest.

LEAVE PERIOD

The minimum leave period will be six consecutive full calendar months and the maximum will not exceed twelve consecutive full calendar months. The leave should commence immediately following the end of the deferral period. Federal Income Tax Regulations require employees to return to work for a period equal to the duration of the leave. Therefore, deferred salary leave cannot serve as an early retirement benefit.

RETURN TO EMPLOYMENT

Employees will return to their employment for a period of time ~~equal to~~ no less than the duration of the leave. Employees will return to their former position or an equivalent position in the ~~Ministry as determined through discussions with their Deputy Minister~~. This will be decided prior to granting the employee participation in the program and will be included in the terms and conditions of approval of their leave.

SALARY DEFERRAL DEDUCTIONS

Participants authorize the Employer to deduct their contributions and deposit these amounts in the employee's trust account. The Office of the Comptroller General (OCG), Government Payroll Office, will deduct the deferred salary for each approved participant, and

will deposit such funds into an account with the preselected financial institution. Semi-annual statements will be issued to each participant by the financial institution. **Each “contribution” an employee makes towards the leave is deposited into a trust account in the employee’s name with the service provider, who administers the program on behalf of the BC Public Service. Enrolled employees will receive quarterly statements from the service provider, and will be responsible for reconciling these statements against their payroll records.**

The employee can invest the funds in a Guaranteed Investment Certificate or in a savings account. The employee can also split the investment of funds between the two options. The funds are placed in a trust account in the employee’s name.

FUNDS ADMINISTRATION COMMITTEE

Funds will be administered by a committee made up of representatives from Public Service Employee Relations Commission (PSERC), Office of the Comptroller General, Provincial Treasury and representatives from the Council of Directors of Human Resources/Personnel. The committee will select a financial institution, negotiate rates and fees, liaise between agencies of government and the financial institution and provide interpretation on the financial administration aspects of the program.

ADMINISTRATION FEES

It will be the responsibility of the participant to pay any **fees** charges levied by **the service provider** ~~the financial institution. Such administrative costs will be deducted from interest earned on the invested monies.~~ The accumulated principal will be guaranteed for payment to the employee during their leave period or upon withdrawal from the program.

TAX ISSUES

The Employer is not responsible for providing tax advice. Employees will be expected to seek advice with respect to tax concerns from Revenue Canada or professional taxation consultants.

PREPARATION FOR LEAVE

At least three months prior to the commencement of leave, the employee will confirm their leave start date to the ministry, and complete required documentation to initiate the payment of deferred funds.

EXTENDING DEFERRAL PERIOD OR POSTPONING LEAVE OF ABSENCE

Changes to personal and/or family circumstances may occur during participation in this program. An employee may postpone the leave of absence or the employee’s supervisor may ask an employee to postpone the leave provided that the employee remains compliant with the rules of the program. The participating employee or the Employer may postpone the leave period for up to a maximum of twelve consecutive months. In either circumstance, three months' written notice will be required. The participating employee and the Employer will have

~~only one option to postpone the deferred leave period.~~ The leave period must commence no later than six years after the first contribution and must be completed no later than seven years after the commencement of the deferral period. Revenue Canada Regulations regarding payment of deferred funds must be followed.

CHANGES TO APPROVED APPLICATION

Employee-initiated changes to the length of the deferral period or the leave of absence must be approved by the ~~ministry~~Deputy Minister or designate.

CHANGE IN CONTRIBUTION AMOUNT

An employee may change the percentage amounts being deferred through payroll deductions once per calendar year. Reductions in deferral amounts due to financial hardship may occur at any time. ~~subject to Deputy Minister approval.~~ **The contribution amount cannot be reduced to less than 10 percent of gross salary.**

CHANGE IN JOB PRIOR TO LEAVE

When applying for a position that could result in a promotion, transfer or secondment, it will be the employee's responsibility to notify the new employing ministry of their participation in the program. It is the employing ministry's responsibility to advise the employee at the time an offer is made as to whether the employee will be permitted to continue in the program.

WITHDRAWAL FROM PROGRAM

Participating employees may withdraw from the program only under the following circumstances:

- financial hardship;
- move to another position where continuation in the program is not approved by
- the employing ministry;
- total and permanent disability as defined in the Long Term Disability Plan;
- termination of employment;
- **if for any reason, the employee is unable to comply with program rules,** and
- death of the employee.

~~If disabled from own occupation, the employee may continue to participate in the Program subject to the same time limits set out by Revenue Canada for all participants in the Program. The employee will be responsible for continuing the contribution schedule directly to Group Retirement Services the financial institution~~

Accumulated deferred funds will be paid out as a lump sum in the same calendar year as the cancellation and are subject to income tax.

BENEFIT ENTITLEMENTS AND CONTRIBUTIONS

Public Service ~~Superannuation~~ **Pension** Plan

During the deferral period, contributions to the Public Service ~~Superannuation~~ **Pension** Plan will be based on 100 percent of full salary.

~~During the leave period, employees will have the option of continuing to participate in the Public Service Superannuation Plan. Should they choose to do so, the same conditions as a leave of absence without pay will apply.~~ **During the leave period, Contributions cannot be made during the leave period. Upon return to work, the employee may purchase pensionable service based on BC Pension Corporation and Canada Revenue Agency rules in place at that time.**

All Other Benefits

During the deferral period, benefit entitlements and contributions will be based on gross salary earned.

During the leave period, the same conditions as a leave of absence without pay will apply with respect to benefit entitlements and contributions.

SALARY ADJUSTMENTS

Individual salary adjustments will be deferred when an employee is on a deferred salary leave as follows:

- from six to ten months' absence - deferred six months; and
- from ten to twelve months' absence - deferred one year.

RESPONSIBILITIES

~~Deputy Ministers~~ **Ministries** are authorized to:

- approve applications;
- approve assignment of returning employees to own or equivalent position;
- authorize changes to the length of deferral period or the leave of absence;
- approve participant withdrawal from program in financial hardship situations;
- ~~approval of applications.~~

~~The Funds Administration Committee is authorized to:~~

- ~~engage the financial institution to invest employee contributions and administer the payment of each participant's deferred salary;~~
- ~~provide interpretations of the financial administration of the program; and~~
- ~~monitor program costs and any issues arising from them.~~

Provincial Treasury is authorized to:

- issue a Request For Proposal to financial institutions for Deferred Salary Leave

Program services;

- negotiate fees for the services to be charged by the financial institution;
- establish a legal agreement with the financial institution for the provision of the services and the safeguarding of program assets; ~~and~~
- ~~liaise with the financial institution on behalf of the Funds Administration Committee.~~

The Office of the Comptroller General is authorized to:

- ~~deduct deferred salary for each approved participant;~~
- ~~deposit monies with approved financial institution;~~
- ~~maintain records of deferred salary deducted and remitted; and~~
- ~~ensure appropriate deductions are made with regard to pension and benefits during deferral period and leave period.~~

ACCOUNTABILITIES

Deputy Ministers are accountable for ensuring that:

- a system is in place to communicate all of the conditions and terms of the program to interested employees;
- all administrative requirements associated with the program are followed; and
- the *Public Service Act Directive*, Standards of Conduct, requirements are followed.

~~The Funds Administration Committee is accountable for ensuring that:~~

- ~~the financial institution provides competitive interest rates and services; and~~
- ~~contributions deposited with the financial institution are invested in such manner that they are insured by the Canada Deposit Insurance Corporation or the Credit Union Deposit Insurance Corporation. Provincial Treasury is accountable for ensuring that:~~
- ~~the financial and legal requirements of the program are followed;~~
- ~~service fees charged by the financial institution are reasonable; and~~
- ~~the legal agreement with the financial institution contains adequate protection for assets deposited.~~

The Office of the Comptroller General is accountable for ensuring that:

- Revenue Canada requirements are met.

The Participant is accountable for ensuring that:

- financial statements are reconciled and any discrepancies are reported in writing to **the service provider immediately**. ~~financial institution within specified timeframes;~~
- benefits selected during leave period are arranged for and maintained;
- all terms and conditions are completed and complied with; and
- contributions are made directly to **the service provider** ~~the financial institution~~ while in receipt of wage loss benefits, if the participant wishes to continue in the program.

The **BC Public Service Agency** Commissioner Responsible for Public Service Employee Relations Commission is accountable for ensuring that:

- ministries are informed of current policy and administrative procedures;
- policy-related issues are addressed; and
- records, statistics and reports on the Deferred Salary Leave Program are maintained.

INFORMATION APPENDIX I – PROBATION

~~The following are highlights of the Probation Policy, effective August 31, 1998 and pursuant to Section 9 of the *Public Service Act*. This policy is included for information purposes only and does not form part of the collective agreement.~~

- ~~1. All employees newly appointed to the public service under the *Public Service Act* are on probation until they have worked the equivalent of six months' full time.~~
- ~~2. A public service employee subsequently appointed to another public service position is on probation the equivalent of six months' full time if the employee:~~
 - ~~(a) has not completed a full initial probation period; or~~
 - ~~(b) is placed in a suitable alternate position in accordance with the Public Service Employee Relations Commission (PSERC) Policy Directive, Management of Health Related Absences; or~~
 - ~~(c) has received a promotion (except as noted in #3 below); or~~
 - ~~(d) is appointed to a position which has supervisory responsibilities and the employee has not supervised in previous positions; or~~
 - ~~(e) has experienced past performance difficulties which have been discussed with the employee; or~~
 - ~~(f) has demonstrably different job duties or responsibilities from the employee's previous positions.~~
- ~~3. With the exception of those items listed in #2, a subsequent probation may be imposed but it is not automatic. A decision must be made in each situation if a subsequent probation is to be imposed. A probation period for promotions under #2 (above) may be waived or partially waived if the selection panel determines the employee:~~
 - ~~(a) was previously appointed, temporarily appointed, or substituted in the position or a similar position within the previous three years; and~~
 - ~~(b) satisfactorily performed the duties of the position.~~

4. ~~A rejection on probation constitutes a termination of employment unless:~~
- ~~(a) — it is a rejection on probation for subsequent appointment; and~~
 - ~~(b) — the Employer considers that an alternate placement would be successful; and~~
 - ~~(c) — an appropriate placement can be identified within a ministry, within the employee's geographic location or reasonable commuting distance.~~

INFORMATION APPENDIX J HUMAN RIGHTS– DISCRIMINATION AND SEXUAL HARASSMENT IN THE WORKPLACE

This policy statement applies to all employees appointed under the *Public Service Act* and applies to incidents that occur at or away from the workplace during or outside working hours if a connection exists to the employment relationship.

The human resource policy can be found at:

<http://www2.gov.bc.ca/gov/content/careers-myhr/managers-supervisors/employee-labour-relations/conditions-agreements/policy>

INFORMATION APPENDIX K POSTINGS

~~The following provides guidance regarding the administration of Article 12. The following is included for information purposes only and does not form part of the Collective Agreement.~~

~~Article 12 of Nurses Master Agreement outlines notification requirements in relation to postings and panels.~~

- ~~• Article 12.01(j) requires that copies of the posting be sent to the union (UPN and BCNU)~~
- ~~• Article 12.02(b) requires the Employer to give reasonable notice to any employee selected to appear before a Selection Panel and that similar notice be provided to the Union. The head steward for the jurisdictional area or their designate will also be given appropriate notice.~~
- ~~• Article 12.05 requires that the Union (UPN and BCNU) be notified of any promotions made to positions in which the incumbent would be in the Bargaining Unit. Such notification can be made to the Union Offices.~~

~~The Union of Psychiatric Nurses can be contacted by fax at (604) 931-1070 or by email to upn@telus.net~~

~~The British Columbia Nurses' Union can be contacted by fax (604) 433-7945 or by telephone toll free at 1-888-284-2222.~~

**MEMORANDUM OF UNDERSTANDING #1 –
New Facility**

It is agreed that all vacancies for professional nurses to be established in new facilities shall be posted internally and current employees covered by this Agreement will be given preference in filling such vacancies, wherever possible. ~~The provisions of Treasury Board Order 88 and 61 apply.~~

**MEMORANDUM OF UNDERSTANDING #3
SAFEGUARDING VULNERABLE PEOPLE**

The parties recognize that within the Public Service there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Government's responsibility of safeguarding vulnerable people.

Vulnerable people includes adults with physical/mental disabilities, and includes children, ~~mentally ill, mentally retarded, or physically incapacitated adults.~~

~~**MEMORANDUM OF UNDERSTANDING #4 –**~~

~~Deleted date of signing of Tenth Master Agreement – See Clause 16.15. See ancillary document dated March 8, 2017.~~

**MEMORANDUM OF UNDERSTANDING #5 –
PRE-EMPLOYMENT ELIGIBILITY & CHECK-OFF ADMINISTRATION**

The following is the Authorization of Dues Deduction form approved by the Parties, as provided for in Article 4(b):

TO Ministry of: _____ Hospital/Agency

I currently hold practicing registration as RPN RN both and until this authority is revoked by me in writing, I _____ (print name) HEREBY AUTHORIZE the Government of the Province of British Columbia to deduct from my wages and pay to the:

- ~~Union of Psychiatric Nurses~~
OR ~~Check only one~~
 British Columbia Nurses' Union

The amount of the regular dues payable to the Union by a member of the Union.

I further authorize that the Government of the Province of British Columbia provide the following information to the applicable Union.

Mailing Address _____

Postal Code _____

Home telephone _____ Work telephone _____

Nursing Registration Number or Social Insurance No. _____

Job: _____ **C**lassification _____

Employment Site /**location address:** _____

Home Email (**optional**) _____

Employment Status Regular Full-Time Casual Auxiliary
 Regular Part-Time On-Call Auxiliary

Signature _____ Date _____

~~Nurses holding Practicing Registration as a Registered Nurse must remit dues to the British Columbia Nurses' Union.~~

~~Nurses holding Practicing Registration as Registered Psychiatric Nurse must remit dues to the Union of Psychiatric Nurses.~~

~~Nurses holding Practicing Registration as both a Registered Nurse and a Registered Psychiatric Nurse must remit dues to the Union of their choice.~~

BRITISH COLUMBIA NURSES' UNION
4060 Regent Street
Burnaby BC
V5C 6P5

~~UNION OF PSYCHIATRIC NURSES
211—20644 Eastleigh Cres.
Langley BC
V3A 4C4~~

**MEMORANDUM OF UNDERSTANDING #6
TRANSFERS WITHOUT POSTING**

Re: Master Agreement Clause 12.09(b)

The parties agree to establish a consultative joint committee comprised of two representatives from the Employer and ~~one~~ **two** representatives from ~~each~~ of the unions. The joint committee shall meet every 90 days or at the call of either party.

The terms of reference for the committee shall be:

- (1) to serve as a reviewing forum for employee initiated lateral transfers;
- (2) to establish an administrative process for the review of such requests;
- (3) to consider such requests in the context of:
 - (a) operational requirements
 - (b) employee preferences; and
 - (c) interests of the Public Service;
- (4) to facilitate consistent and equitable treatment of such requests which may include circumstances such as spousal transfer, family support systems, educational opportunities;
- (5) to, where deemed by the committee to be appropriate, make recommendations to the appropriate Deputy Minister, or designate, in respect of any individual request.

Applicants for employee initiated lateral transfers shall be provided with written reasons if their request is denied.

**MEMORANDUM OF UNDERSTANDING #7
RE: HUMAN RIGHTS CODE**

The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

The parties continue to promote within the framework provided by the law, an effective work environment that is free from discrimination where all employees are treated with respect and dignity.

The parties will continue to review methods of extending knowledge of the *Human Rights Code* to employees.

As such:

- On the date of signing of the 12th Master and Component Agreement, a

joint Labour/Management ad hoc Committee will be formed for the purposes of reviewing the current policy and procedures of the various worksites covered by this agreement.

- The Committee shall consist of two representatives from the ~~Union Public Service Nurses' Bargaining Association~~ and two representatives of the BC Public Service Agency. The Committee shall also add other representatives from specific worksites on a temporary basis as needed.
- The Committee's mandate will be to review the discrimination policies, procedures and practices of the individual worksites to ensure that they are in compliance with current jurisprudence and practices. In particular, the committee will review the assumptions that result in determining whether a certain job or work unit requires a specific gender and determine if such restrictions are appropriate.
- The Committee shall also develop an information pamphlet that describes the duty to accommodate and the obligations that this creates for the Employer, Unions and individuals.
- The Committee will meet within sixty (60) days of the date of signing the ~~12th~~ **16th** Nurses Master and Component Agreements and shall meet regularly until all relevant worksites have been reviewed and the information pamphlet has been completed. Once the mandate is completed the Committee will stand down.

~~MEMORANDUM OF UNDERSTANDING #8
IMPROVEMENT OF BENEFIT ENTITLEMENT~~

~~Deleted date of signing of Ninth Master Agreement.~~ See ancillary document dated March 8, 2017.

**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. 1 Clause 15.03 – Shift Differential**
- 3. 2 Clause 15.05(a) – Changes in Schedules (premium only)**
- 4. 3 Clause 20.03(b) – Union Business or Public Duties**
- 5. 4 Clause 21 – Maternity/Parental/Adoption Leave**
- 6. 5 Clause 22.12(c) – Occupational First Aid Requirements and Courses**

- 7. 6 Clause 25.01 – Basic Medical Insurance
- 8. 7 **Clause 25.02 – Extended Health Care Plan**
- 9. 8 Clause 25.03 – Dental Plan
- 10 9 Clause 25.04(b) – Group Life
- 11. 10 Clause 25.05 – Air Travel Insurance
- 12. 11 **Clause 27.10 - Vehicle Allowance**
- 13 12 **Clause 27.11 - Meal Allowance**
- 14 13 **Clause 27.13 - Accommodation, Board and Lodging Allowance**
- 15 14 Clause 27.15 – Retirement Allowance
- 16 15 Clause 27.16 – Pre-retirement Leave
- 17 16 **Clause 27.17 – Relocation Expenses**
- 18 17 Clause 27.22 – Child Care Expenses
- 19 18 **Clause 29.07(a) - Health and Welfare**
- 20 19 Clause 29.11 – Weekly Indemnity
- 21. 20 **Memorandum of Understanding 20 – Board, Lodging and Relocations**
- 22 21 Appendix 3 – Short Term Illness and Injury Plan and Long Term Disability Plan
- 23 22 Clause 7.02 - Community Component - Overtime Meal Break and Allowance
- 24 23 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. See letter dated July 21, 2017.~~

Note: Bolded items were amended in the 15th 16th Master Agreement.

**MEMORANDUM OF UNDERSTANDING #10
RIVERVIEW/VALLEYVIEW HOSPITAL AMALGAMATION**

~~Deleted date of signing of Fifteenth Master Agreement. See ancillary document dated March 8, 2017.~~

**MEMORANDUM OF UNDERSTANDING #12
NURSING ADVOCACY COMMITTEE – PROFESSIONAL RESPONSIBILITY**

A. Committee Structure

At the request of either party, the parties will form a joint committee of three representatives from the Employer and three from the Union.

The Union representatives attending at committee meetings will be granted Union leave without loss of basic pay.

Meetings of the committee shall be held at the call of either party within 21 calendar days of such call.

Members of the committee shall have access to any Ministry or facility policy and procedure manuals as required to undertake its mandate.

Part B of this Memorandum is not subject to the grievance or arbitration procedures of Articles 8 and 9 of the Master Agreement.

B. Committee Mandate and Responsibilities

The mandate of the committee is to ensure that direct caregiver input is an integral element of the Employer's policy development and response to the changing demands in health care delivery.

The committee will be charged with specific responsibility for the following areas:

Professional Responsibility

In the interest of safe patient/resident/client care and safe nursing practice, the parties agree to a problem solving process to address employee concerns relative to patient/resident/client care including:

- nursing practice conditions
- safety of patients
- workload

The committee will oversee the reporting infrastructure outlined below, which is a vehicle for employees to raise concerns in respect of the above.

(a) Hospital Component

- (i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.
- (ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.
- (iii) Within 14 calendar days after receipt of the written concern pursuant to (ii) above, should the matter remain unresolved, the employee shall refer it to the local standing joint committee. If it is determined by the local committee to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.

- (iv) If the concern is not resolved or if it is determined to have broader implications, the local standing joint committee shall refer the matter to the Nursing Advocacy Committee formed under this Memorandum.
- (b) Community Component
- (i) An employee with a concern related to safe patient/resident/client care or safe nursing practice shall discuss the matter with their immediate supervisor. Every effort will be made to resolve the concern at this stage.
- (ii) Within 14 calendar days of the discussion pursuant to (i) above, where the matter remains unresolved, the employee shall refer it to the responsible excluded manager. The employee shall provide the manager with specific details of their concern, in writing, with a copy to their immediate supervisor.
- (iii) Within 14 calendar days after receipt of the written concern, the employee, the employee's union representative or designate, the employee's immediate supervisor and the responsible excluded manager shall discuss the concern. If it is determined to be worksite specific, local initiatives shall be implemented, where possible, to resolve the matter.
- (iv) If the concern is not resolved or if it is determined to have broader implications the employee or the responsible excluded manager shall refer the matter to the Nursing Advocacy Committee formed under this Memorandum.
- (c) The Nursing Advocacy Committee shall review the matter and, if required, make recommendations to the Deputy Minister or facility Chief Executive Officer, as the case may be, as to options available for resolution.
- (d) Within 30 calendar days after receipt of the committee's recommendations, the Deputy Minister or facility Chief Executive Officer as the case may be, shall advise the employee in writing of their decision with copies to the Nursing Advocacy Committee, the responsible excluded manager, the employee's immediate supervisor, and the local standing joint committee (Hospital Component).

The Nursing Advocacy Committee may make specific recommendations to the bargaining principals which relate to improving the processes outlined in this Memorandum and any other recommendations it may consider necessary to promote and maintain safe patient/resident/client care, safe nursing practice and the safety of patients and nurses.

MEMORANDUM OF UNDERSTANDING #14 LABOUR ADJUSTMENT

Nothing in the Memorandum of Understanding detracts from or compromises either parties' rights under the **14th 16th** Nurses Master and Component Agreements or relevant legislation.

~~MOU #14A—Labour Adjustment (UPN)~~ – See ancilliary document dated March 8, 2017.

~~MOU #14B—Labour Adjustment (BCNU)~~ See ancilliary document dated March 8, 2017.

**MEMORANDUM OF UNDERSTANDING #15
TRANSITION COMMITTEE**

Re: Transition of Health Care from the British Columbia Public Service to Health Authorities and/or Other Health Care Employers

The Parties agree that the transition of health care from the British Columbia Public Service to Health Authorities and/or other health care employers will not be accomplished by means of, nor result in, a shift of services from the present employer to other employers unless said employers are required to become the successor employer to the Government and are required to employ the current employees, including auxiliary employees, engaged in providing such services.

In order to facilitate the transition of health care delivery services from the public service to Health Authorities and/or other health care employers, the Parties to this memorandum agree to convene a joint committee to ensure that the transitional process proceeds in a manner that takes into consideration, the interests of each of the Parties.

The joint committee will be comprised of members of each of the following:

BCPSA
HEABC or the bargaining representative of the receiving employer
the Public Service Employer(s), and
the ~~PSNBA~~ BCNU

The Employer commits HEABC or the bargaining representative of the receiving employer and the Public Service Employer(s) as participants on the joint committee.

The joint committee will meet as required at the call of BCPSA or the ~~PSNBA~~ BCNU.

The terms of reference of the committee will be to address those matters which arise as a result of the changed employment relationship resulting from the reallocation of human resources from the Government of British Columbia to the health authorities and/or other health care employers.

This shall include but not be limited to the following:

1. The process by which regular and auxiliary nurses are transferred to the new employers;
2. The creation of an employee tracking system to provide all Parties with accurate and timely information on those nurses who may be affected by the transfer of programs or service to the new employers;
3. The Government of British Columbia (BCPSA) will identify for the joint committee those public service programs and associated nursing positions which will remain with the

Government of British Columbia.

~~MOU #16 – Phase out of Glendale Lodge & Woodlands.~~ See ancillary document dated March 8, 2017.

~~MOU #17 – Transition Committee (BCNU)~~ See ancillary document dated March 8, 2017.

~~MOU #18A – Classifications & Equity (BCNU)~~ See ancillary document dated March 8, 2017.

~~MOU #18B – Classifications & Equity (Review) (UPN)~~ See ancillary document dated March 8, 2017.

MEMORANDUM OF UNDERSTANDING #19
ROLE OF THE REHABILITATION COMMITTEE
RE: JOINT ADVISORY COMMITTEE

The Parties agree to establish a Joint Advisory Committee consisting of up to four representatives from the Union and up to four representatives from the Employer. **The purpose of the Committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury Plan and Long Term Disability Plan and the Rehabilitation Committee, and on any questions which may arise related to the interpretation or application of wording of Appendix 3.**

The Joint Advisory Committee will make recommendations concerning the to revise the role of the Rehabilitation Committee **in order** to:

- (a)
- improve access to the rehabilitation process for employees incapacitated for their own occupation through illness or injury;
 - improve rehabilitation programs to return employees to their own or other occupations as soon as possible;
 - identify and address systemic causes of illness and injury and consequent STIIP/LTD usage.
- (b) Clearly establish responsibility for case management ~~in ministries~~, with the Committee providing advice and recommendations as required. Such recommendations may include:
- improved placement options for those employees who are capable of performing alternative employment, in addition to the recommendations identified in Appendix 3, Part IV (d)(4).

~~Senior ministry representative are to be designated as Employer representatives to the Committee for cases from their ministries.~~ **Disability Case Management representatives are to be designated as Employer representatives to the Committee.**

(c) Ensure sharing of all information pertinent to a case with the parties involved (union, employer, ~~Government Employee Health Services~~ **Occupational Health and Rehabilitation**, insurance carrier).

Develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

~~(d) Establish responsibilities for initiating an investigation of a worksite where there is a pattern of frequent or repetitive absence which significantly exceed the government average. Where health and safety measures may be indicated, or where otherwise appropriate, the Committee may coordinate their investigation with the Provincial Joint Occupational Health and Safety Committee and make recommendations to the parties depending on the findings.~~

(e) **(d)** Review current forms used for STIIP and LTD and Rehabilitation in order to make them simple and more effective and/or eliminate duplication.

~~(f) Develop provisions for expansion of the Joint Advisory Committee to include representation from the College of Physicians and Surgeons on matters which relate to the practice of occupational medicine as it relates to the effective administration of the STIIP and LTD plans.~~

The Joint Advisory Committee shall consult with the Provincial Joint Occupational Health and Safety Committee, the Rehabilitation Committee and/or Ministry Joint Committee, as appropriate.

The Committee will meet within 60 days of ratification of the 16th Master Agreement.

MEMORANDUM OF UNDERSTANDING # 21 – See Appendix 6 **ASSISTANT LEADER**

~~For the term of the 15th Master Agreement, the Parties agree to establish an additional basic rate of pay, outside of Appendix 6, for the sole purpose of compensating Nurses in the position of Assistant Team Leader (ATL) in Child and Youth Mental Health Programs, Ministry of Children and Family Development.~~

~~This rate of pay will be halfway between current existing rates of pay for Nurse 7 and Nurse 9. The rates will be adjusted to reflect the general wage increases applicable to the bargaining unit members. The wage schedules for the term of the Agreement are reflected in the Attachment to this Memorandum.~~

~~For administrative purposes a new classification code “Nurse (ATL)” will be created.~~

ATTACHMENT TO MEMORANDUM OF UNDERSTANDING #21

**~~Assistant Team Leader Wage Schedule~~
~~Ministry of Children and Family Development~~**

Oct 1, 2014

**MEMORANDUM OF UNDERSTANDING #22
RE: RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT**

The Parties recognize that the public service shares in the systematic difficulty of recruiting and retaining nurses. Incentives to address these problems can assist public service employers in offering comparable career opportunities to prospective employees.

Therefore, the Parties agree to address specific recruitment and retention difficulties in the following manner:

For the term of the ~~15~~¹⁶th Nurses Master Agreement:

1. **Effective April 1, 2016** ~~W~~hen working afternoon shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of 30 cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed ~~\$1.50~~ **\$1.70** per hour.

Effective January 1, 2018 ~~W~~hen working afternoon shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of ~~30~~⁴⁰ cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed **\$1.90** per hour.

2. **Effective April 1, 2016** ~~W~~hen working night shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of \$1.65 per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed ~~\$2.95~~ **\$3.15** per hour.

Effective January 1, 2018 ~~W~~hen working night shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of ~~\$1.65~~ **\$1.75** per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed **\$3.35** per hour.

3. In addition to any other premiums or incentives received, **effective January 1, 2018** an employee will receive a recruitment and retention supplemental payment of ~~\$1.50~~ **\$1.60** per hour worked between 2300 hours Friday and 2300 hours Sunday. **Effective January**

1, 2019 an employee will receive a recruitment and retention supplemental payment of \$1.70 per hour worked between 2300 hours Friday and 2300 hours Sunday.

- ~~4. Employees shall be paid a super shift premium of \$1.00 per hour for each hour worked between 2300 Friday and 0700 Saturday, and between 2300 Saturday and 0700 Sunday. The premium shall be in addition to night shift and recruitment and retention supplemental payment. Notwithstanding the above, where an Employers' standard night shift is 2330 to 0730, the supershift premium will be paid for each hour worked between 2330 Friday and 0730 Saturday, and between 2330 Saturday and 0730 Sunday.~~
- 5. 4** For the purposes of applying the terms of the collective agreement the above noted supplemental payments will be applied in the same manner as the shift differential in Article 15.
- ~~6.5.- Effective January 1, 2018, Employees previously prohibited from claiming on their spouses plan due to both of them being employed in the BC Public Service, will be entitled to reimbursement of extended health and dental receipts up to a hundred (100%) percent of eligible expenses, the same as those employees who have a spouse who is an excluded BC Public Service Employee or covered under another insurance plan.~~

~~MEMORANDUM OF UNDERSTANDING #23~~

~~RE: ONE-TIME PAYMENT 2007-2010 13TH NURSES' MASTER AND COMPONENT AGREEMENTS~~

~~Deleted date of signing of Fourteenth Master Agreement. See ancillary document dated March 8, 2017.~~

~~MEMORANDUM OF UNDERSTANDING #24~~

~~RE: FISCAL DIVIDEND~~

~~Deleted date of signing of Fourteenth Master Agreement. - See ancillary document dated March 8, 2017.~~

~~MEMORANDUM OF UNDERSTANDING #25~~

~~RE: NEW GRADUATES: MENTORSHIP PROGRAM~~

~~The Employer and Union representatives, at the local level, may agree to implement a Mentorship Program for newly graduated Registered Nurses and Registered Psychiatric Nurses. The purpose of the program is to guide/support new graduates' transition from "practice ready" to "job ready".~~

~~The program will include newly graduated RNs and RPNs. The new graduates will be hired as casual auxiliary employees and will be assigned temporary full-time/part-time assignments for up to the eight (8) weeks of the Mentorship Program.~~

~~Educational sessions, for both mentor and new graduate, will be held at the beginning and end of the agreed upon time period. Each new graduate will have extra “orientation” of four full shifts with a buddy, except where a new graduate’s preceptorship has been on the same unit.~~

~~Once the Mentorship Program assignment has been completed the new graduate will be reassigned to the on-call auxiliary pool and be subject to the normal terms of Article 29. A new graduate may not have access to more than one Mentorship Program assignment.~~

~~Programs will be reviewed on an annual basis.~~

MEMORANDUM OF UNDERSTANDING #25 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 Union shall meet during the term of the 15¹⁶th 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;
- (iv) 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 arrange to meet within 60 days following ratification of the agreement.**

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

MEMORANDUM OF UNDERSTANDING #26
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.

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:

- (i) 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.
- (ii) 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.
- (iii) 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 #28**~~
~~**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

MEMORANDUM OF UNDERSTANDING (NEW) **RECRUITMENT AND RETENTION COMMITTEE**

The parties recognize the value of developing positive recruitment and retention practices within the Public Service.

As such, the Parties agree to establish a Joint Committee consisting of up to four representatives from the Union and up to four representatives from the Employer to review and propose strategies to address recruitment and retention challenges for both regular and auxiliary nurses.

The Committee may review, but are not limited, to the following topics:

- **Establishing relationships with nursing education programs and encouraging preceptor opportunities**
- **Assessing options to market the BC Public Service nursing opportunities more broadly including other labour markets**
- **Identifying ways to be more flexible in recruiting and retaining auxiliaries**
- **Coordinating with ministry led recruitment and retention initiatives**

The Committee will meet within 3 months of the collective agreement being ratified.

Meetings of the committee shall be held at the call of either party within 21 calendar days of such call.

Local level strategies may be implemented outside of this Committee.

The Recruitment and Retention Committee may make specific recommendations to the bargaining principals regarding strategies and processes to address recruitment challenges as outlined in this Memorandum and any other recommendations it may consider necessary to improve recruitment opportunities and identify creative solutions.

MEMORANDUM OF UNDERSTANDING (NEW)
Re: Economic Stability Dividend

Definitions

1. In this Memorandum of Understanding:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial

and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers associations, employers and unions of the percentage allowable General Wage Increase, if any, for

each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Note: The Economic Stability Dividend for 2015/16 was calculated at 0.45% and for 2016/17 was calculated at 0.35%.

MEMORANDUM OF AGREEMENT

between the

Government of the Province of British Columbia

Represented by the

BC Public Service Agency (“Employer”)

and the

B.C. Nurses’ Union (“Union”)

Re: Sixteenth Master Agreement Bargaining

During bargaining questions arose specifically in regard to employees working a four on, two off, seven point five hour shift schedule that resulted in the Parties not coming to an agreement. The Parties have agreed to continue to work on these issues through the remainder of this agreement. That agreement is set out as follows:

Following ratification of the agreement, the parties agree to:

- 1. Meet to review and agree on those areas of the Master and Component Agreement(s) that require review/research.**
- 2. Review the current Master and Component Agreement(s) language.**
- 3. Review and research past Collective Agreements/Bargaining notes for history and understanding of the language currently in the agreement.**

This memorandum of agreement will remain in effect for the term of the 16th Master Agreement.

MEMORANDUM OF AGREEMENT

Between:

GOVERNMENT OF BRITISH COLUMBIA

And:

BC NURSES UNION

Re: Review of Bargaining Structure and Service Delivery Challenges

- 1. The Public Service Agency (“PSA”) is the bargaining agent for the Government of British Columbia (“the government”) in respect of bargaining units of employees of the created under s. 4 of the *Public Service Labour Relations Act* (“PSLRA”).**
- 2. The BC Nurses Union (“BCNU”) is the bargaining agent for a bargaining unit of nurses employed by the government under s. 4(a) of the PSLRA.**
- 3. The collective agreement between the PSA and the BCNU expired on March 31, 2014 and the parties have been bargaining in good faith in an effort to conclude a renewal agreement.**
- 4. The parties have identified two major issues that they agree require an independent review following renewal of the collective agreement:**
 - (a) The effects of the bargaining structure created by s 4(a) of the PSLRA on work opportunities for public service nurses;**
 - (b) The challenges facing government in recruiting and retaining nurses because of the difference in work opportunities and compensation between nurses employed by government and nurses employed by health authorities.**
- 5. The bargaining structure for unionized employees of the government by what is now s. 4 of the PSLRA was created in 1974.**
- 6. At that time and for many years thereafter, government employed several thousand nurses thereby creating many work opportunities for public service nurses both within the public service generally but more particularly, within nursing.**
- 7. Since 1998, the bargaining unit created under s. 4(a) has experienced a continual reduction in size as government health care facilities have been moved from government to the health sector and other employers.**
- 8. Currently there are only 116 nurses employed by the government and most of those are assigned to work locations managed by the Ministry of Children and Family Development (“MCFD”).**

- 9. In recent years, there have been differences in compensation between nurses employed by government and nurses employed by health sector employers.**
- 10. As a result of these developments, nurses employed by government have significantly reduced opportunities for career advancement as government employees and the government has challenges recruiting and retaining nurses.**
- 11. The PSA and the BCNU agree that these challenges are not subject to an immediate resolution.**
- 12. The PSA and the BCNU have agreed as follows:**
- (a) Within six (6) months of ratification of a renewed collective agreement between the PSA and the BCNU, to commence a review of the relationship of government-employed nurses to that of nurses employed by the health sector and a review of the nurses bargaining unit created under s. 4(a) of the PSLRA.**
 - (b) If necessary, the review will be conducted with the assistance of a facilitator (David McPhillips) agreed by the parties.**
 - (c) The facilitator will issue recommendations with reasons within nine (9) months of the date of ratification of the renewed collective agreement.**
 - (d) The parties and the facilitator may focus on:**
 - (i) Changes in the PSA/BCNU collective agreement intended to improve working opportunities and recruitment and retention opportunities for government-employed nurses.**
 - (ii) The facilitator may also recommend changes required in the collective agreement to meet these work opportunity and recruitment/retention objectives.**
 - (iii) Adjustments to compensation that might contribute to meeting these objectives;**
 - (iv) The parties, by agreement, may examine other issues.**

**~~LETTER OF UNDERSTANDING #1
SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN
MATERNITY/PARENTAL LEAVE~~**

~~A and B~~

~~Deleted date of signing of Eleventh Master Agreement. See ancilliary document dated March 8, 2017.~~

**~~LETTER OF UNDERSTANDING #2
TRANSPORTATION FOR NURSES IN CORRECTIONAL CAMPS~~**

~~Deleted date of signing of Twelfth Master Agreement.~~

~~Should the Employer in the future, employ employees in northern and isolated areas, Letter of Understanding #2 of the Eleventh Master Agreement shall apply to such employees. See letter dated March 8, 2017.~~

**~~LETTER OF UNDERSTANDING #3
REGARDING AUXILIARY EMPLOYEES—STIP~~**

~~Deleted date of signing of Thirteenth Master Agreement. See ancilliary document dated March 8, 2017.~~

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

~~Deleted date of signing of the Fifteenth Master Agreement. See ancilliary document dated March 8, 2017.~~

COMMUNITY SERVICES NURSES COMPONENT

~~4.03—Home Nursing Care Services~~

~~Deleted date of signing of Tenth Master Agreement.~~

~~Should the Employer in the future, employ employees in the former Home Nursing Care Services jurisdictional unit, Clause 4.03 of the Ninth Community Services Nurses Component Agreement shall apply to such employees. See letter dated March 8, 2017.~~

~~5 BURNABY PSYCHIATRIC SERVICES, IN-PATIENT UNIT~~

~~Deleted date of signing of Tenth Master Agreement.~~

~~Should the Employer employ employees of Burnaby Psychiatric Services, In-Patient Unit in the future, it is proposed that such employees be covered by the hours of work provisions contained in the Hospital Services Nurses Component. See letter dated March 8, 2017.~~

ARTICLE 8 - SCHEDULING OF VACATION

- (a)
- (2) For those employees who have more than four ~~weeks~~ **weeks'** vacation entitlement, the Employer shall make every reasonable effort, subject to operational requirements, to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.
- (3) Employees may submit their requests for vacations ~~anytime~~ **any time** prior to February 1, the date when the formal notice for vacation requests for the current year is posted. All employee requests for vacation selection shall be completed by March 1.

~~ARTICLE 11 - FORENSIC ALLOWANCE~~

~~Nurses employed in the following Correctional facilities shall be entitled to the forensic allowance as described in Clause 5.03(a)(3) of the Hospital Services Nurses Component Agreement:~~

~~Burnaby Youth Custody Services
Prince George Youth Custody Services
Victoria Youth Custody Services~~

~~NB: Article 11, formerly ADMINISTRATOR'S ALLOWANCE, deleted date of signing of Tenth Master Agreement.~~

ARTICLE 13 - TERM OF AGREEMENT

13.01 Expiration of Agreement

This Agreement covers the period from and including April 1, ~~2012~~ **2014** to and including midnight, March 31, ~~2014~~ **2019**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2014~~ **2019** 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, ~~2014~~ 2019 , but in any event not later than midnight January 31, ~~2014~~ 2019.

(b) Where no notice is given by either party prior to January 31, ~~2014~~ 2019, Clause 13.03 of this Article applies, as if notice has been given.

13.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 13.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

13.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

13.05 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

~~**MEMORANDUM OF UNDERSTANDING #2
RECRUITMENT/STAFFING PROCEDURES**~~

~~Deleted date of signing of Tenth Master Agreement. See ancillary document dated March 8, 2017.~~

~~**MEMORANDUM OF UNDERSTANDING #3
COMMUNITY SERVICES NURSES COMPONENT
HOURS OF WORK – ARTICLE 4**~~

~~Deleted date of signing of Tenth Master Agreement.~~

~~*Incorporate second paragraph of Community Services Nurses Component Memorandum of Understanding #3 into Community Services Nurses Component Clause 4.04.* See ancillary document dated March 8, 2017.~~

HOSPITAL SERVICES COMPONENT

ARTICLE 3 - SHIFT AND ROTATION

3.05 Rotations and Adjustment

- (b) Shift employees shall work a pattern of four ~~days~~ **days'** work and two days off (4-2 shift pattern).
- (c) All other employees shall work a pattern of five ~~days~~ **days'** work and two days off (5-2 shift pattern).

3.07 Volunteering for Shifts

- (b) All shift staff who are prepared to remain indefinitely on the afternoon or night may be granted permission to do so, providing this:
 - (1) is administratively practicable;
 - (2) in no way adversely affects the coverage of the ward or unit, or patient treatment program;
 - (3) does not interfere with the employee's professional development and knowledge of various conditions and programs.

With 30 ~~day's~~ **days'** notice and after four months' service, including such notice, the Employer may recall employees to rotation.

3.09 Shifts, Variations and Flexibility

- (a) (1) Notwithstanding any provision to the contrary contained in Article 3, the following hours of work provisions shall apply for the following enumerated classes of employees.
 - program nurse positions as agreed by the parties
 - Central Sterile Supply, all facilities
 - Admissions Nurses, all facilities
 - Staff Trainers, all facilities
 - ~~North Lawn Consultant, Riverview Hospital~~
 - ~~Community Follow Up, Riverview Hospital~~
 - (Any other position agreed to by the parties from time to time.)
- (2) For existing incumbents of the topic functions there shall be two work schedule options, either current schedules in effect, or, by mutual agreement at the local level, a seven-hour day, day shift, Monday to Friday, with statutory holidays off.

(3) In the event of vacancies or newly created positions in subclause (1), the Employer at the local level may establish the work schedule as being a seven-hour day, day shift, Monday to Friday with statutory holidays off. This information will be included in any relevant posting.

(b) Notwithstanding any provisions to the contrary in Article 3, the representatives of the Employer and the Union at the local level may establish variations to the current shifts and rotations. Any varied work schedule shall meet the following criteria:

(i) All varied schedules must conform to the program requirements necessary for the delivery of service.

(ii) All work schedules shall meet the annualized hours of work.

(iii) Any work schedule shall not contain scheduled overtime.

(iv) Two-thirds of the affected incumbent nurses must agree to the varied work schedule.

(v) The varied work schedule shall be reflected in the form of a memorandum between the bargaining principles before it is implemented.

(vi) In the event that either the Employer or the Union at the local level, or either of the bargaining principles, determine that such a changed work schedule is no longer desirable, then said schedule shall be cancelled upon one month's notice.

(c) By mutual agreement between the individual employee(s) and the Employer at the local level, employees classified at Level 7 and 9 may schedule their work on a flexible basis. Scheduling of work on a flexible basis shall meet the following criteria:

(i) The program requirements necessary for the delivery of service are maintained.

(ii) The annualized hours of work must be met. The employee may be requested to keep an accurate record of actual hours worked which will be submitted to their supervisor.

(iii) No premium or penalty contemplated on Articles 15 (Shift and Rotation) or 16 (Overtime) of the Master Agreement shall apply where it results from an employee self scheduling their work on a flexible basis. Hours worked in excess of the seven or the seven and one-half in a work day initiated or scheduled by the Employer shall attract the premiums contemplated in Articles 15 and/or 16.

(iv) In the event either the employee(s) or the Employer at the local level, or either of the bargaining principles, determine such flexible scheduling of work is no longer desirable, then it shall be cancelled.

Article 3.10—Flexible Schedules

~~Deleted date of signing of Eleventh Master Agreement.~~

Article 3.11—Criteria

~~Deleted date of signing of Eleventh Master Agreement.~~

ARTICLE 5 - ALLOWANCES

5.03 Forensic Allowance

(a) Employees employed in the following wards or areas or any eventual successor wards or areas shall be paid a forensic allowance in accordance with the following:

(1) Maximum Security - A forensic allowance of one extra day off per month:

~~(i) Forensic Psychiatric Hospital~~

- ~~—Ashworth House~~
- ~~—Dogwood House East~~
- ~~—Physicians Assistants~~

~~(ii) Youth Forensic Psychiatric Services~~

- Inpatient Assessment Unit

(2) Combined Maximum/Medium Security - A forensic allowance of one extra day off every two months:

- ~~—Forensic Psychiatric Hospital~~
- Case Management Services - Nurse Case Coordinators only
- Complex Coordinator (if established)

(3) Medium Security - A forensic allowance of \$80.00 per month:

(a) ~~(i) Forensic Psychiatric Hospital~~

- ~~_____ Elm _____ House~~
- ~~_____ Dogwood _____ House _____ West~~
- ~~_____ Hawthorne _____ House~~
- ~~_____ Ironwood _____ House~~
- ~~-Juniper House~~

~~(i)(ii) Burnaby Youth Custody Services~~

~~(ii)(iii) Prince George Youth Custody Services~~

(b) Maples Adolescent Treatment Centre

- Crossroads Forensic Treatment Program (when operating and clients are required to be “locked-in”)

- (b) Employees entitled to an extra day off shall take the same in conjunction with a regularly scheduled two-day break, and such time shall be posted on the roster at the time the regular schedule of work days is posted.
- (c) Where an employee has worked part of a month on one security ward or area and part of a month on another security ward or area, the employee shall receive the allowance appropriate to the ward or area on which the greater length of time was worked. Where an employee has worked an equal amount of time between two security wards or areas, the higher security allowance shall apply.
- (d) Where an employee under (a)(3)(b) has worked a full shift directly as a primary care provider with locked forensic clients, the employee shall receive a \$4.00 allowance per shift to a monthly maximum of \$80.00. **Effective the first full pay period following date of ratification of the 16th Master Agreement, the employee shall receive a 53 cents allowance per hour to a bi-weekly maximum of \$36.80.**
- (e)
- (f) (1) Authorized absences of less than five scheduled working days in a month, or 10 days in two months under (a)(2) shall not affect an employee's entitlement to the allowance. Should an employee be on authorized absence for more than five scheduled working days in any month, or 10 days over two months under (a)(2) the allowance shall be reduced on a pro rata basis and shall be the product of a numerator being the actual number of days worked, the denominator being the number of scheduled work days for that employee in the given month, and the multiplicand being the full amount of the appropriate allowance. In such instances, the maximum and combined security allowances shall be converted to a cash payment.
- (2) No employee shall suffer any loss of allowance because of absence from their normal work site of five days or less in one month, or 10 days or less in two months under (a)(2), due to temporary assignment by the Employer or due to union business. An employee may combine the absences permitted in sub clauses (1) and (2) without reduction of the allowance; except that an employee may not combine the Employer assignment and union business in the same calendar month under the provisions of sub clause (2) without a prorated reduction in the allowance should the absences in sub clause (2) exceed five working days.
- (3) Employee entitled to and who take the security allowances of an additional day off shall not have the day charged against the five days of valid absence permitted in sub clause (1).
- (g) No employee shall suffer loss of Forensic allowance because of absence from work due to a work-related injury. Employees in the maximum or combined security areas who are absent

from work more than five days in a single month due to a work related injury shall receive their allowance as extra pay.

- (h) Regular part-time and auxiliary employees, and employees who commence or terminate employment during a month shall receive the appropriate allowance on a pro rata basis and converted to cash, except that any such employees who work 15 full-time days or more in the month shall receive the full allowance.

Should a pay equity program be agreed to between the parties and incorporate the basis for which these allowance are paid, this Article shall be deleted in its entirety upon implementation of any such pay equity program.

New Article – Scheduling of Vacation

- a) **Employees can take annual vacation during the entire calendar year, subject to operational requirements all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which may be defined as the prime-time vacation period.**
- b) **For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort, subject to operational requirements, to allow such employees to take their complete vacation entitlement during the prime-time vacation period if they so desire.**

ARTICLE 8 - TERM OF AGREEMENT

8.01 Expiration of Agreement

This Agreement covers the period from and including April 1, ~~2012~~ **2014** to and including midnight, March 31, ~~2014~~ **2019**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2014~~ **2019** 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

- (i) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2014~~ **2019**, but in any event not later than midnight January 31, ~~2014~~ **2019**.
- (ii) Where no notice is given by either party prior to January 31, ~~2014~~ **2019**, Clause 8.03 of this Article applies, as if notice has been given.

8.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 8.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

8.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

8.05 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

APPENDIX 1 WARD AND AREA SELECTION

3. Every attempt shall be made by the Employer to ensure that all employees for maximum security areas will be selected only from volunteers unless the employee was expressly hired for a maximum security area. ~~such as in a hospital unit in a Provincial jail.~~

MEMORANDUM OF UNDERSTANDING #1 IN CHARGE

- (a) For the facility specific designations as agreed and listed below, employees classified at the Nurse 4 level only, shall receive a special allowance of \$9.38 per shift worked where such employees are “in-charge”. This allowance will apply when the majority of the shift is worked and shall not be pro-rated.
- (b) Where the incumbent of a higher paying position is temporarily absent for three or more hours, employees classified at the Nurse 4 level only and “in-charge” shall receive a special allowance of \$1.25 per hour worked.
- (c) In the circumstances of (b) above, Clause 27.08 (Temporary Substitution) will only apply where the temporary absence is known in advance to exceed 16 consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.08, then (a) above will apply.
- (d) Where a position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.08 or make temporary appointments pursuant to Clause 27.09. However, where an Employer decision in this regard results in non-compliance with the facility designations listed below, then (a) above will apply.

- (e) An employee shall not receive both the “in-charge” special allowance and substitution pay on any given shift.
- (f) “In-charge” means assuming supervisory and/or administrative duties over and above regular clinical duties, but is not a designation pursuant to Clause 27.08 to assume the principal duties of a higher paying position.
- (g) The “in-charge” special allowance payable under (a) and (b) shall be paid according to classification seniority within the facility designations described below.
- (h) Organizational changes or changes to existing staffing models in the affected facilities, ~~noting specifically Forensic Psychiatric Hospital,~~ may necessitate revision of the facility designations as required. Discussions in this regard will commence at the call of either party.
- (i) The Employer will consult with the Union respecting expected duties for employees who are assigned “in-charge” responsibilities as defined in (g) above.
- (j) ~~Deleted date of signing of Eleventh Master Agreement~~

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. **Inpatient Assessment Unit (IAU)**

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.
3. **Maples Adolescent Treatment Centre**

The Employer determines the staffing model and levels of staffing including the supervisory presence required on each shift. It is recognized that due to the staffing model utilized at this worksite, this Memorandum of Understanding would only apply to the night shift.
4. ~~Forensic Psychiatric Hospital.~~

~~Facility Designations for 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.

~~5. **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 OF AGREEMENT
RE: HOSPITAL SERVICES NURSES COMPONENT AGREEMENT
MEMORANDUM OF UNDERSTANDING #1**~~

~~Expired date of signing of Eleventh Master Agreement. See ancillary document dated March 8, 2017.~~

ANCILIARY DOCUMENTS

The following Ancillary Documents are currently listed in the collective agreement as having been deleted in previous agreements. The Parties agree that they be removed from the printed copy of the 16th Nurses Master

Article 27.19 - Special Vacation Transportation Subsidy for Severely Isolated Locations

Article 30.11 - Child Care Facilities

Part III – Joint Advisory Committee (was part of appendix 3)

Memorandum of Understanding #4

Memorandum of Understanding #8 – Improvement of Benefit Entitlement

Memorandum of Understanding #10 – Riverview/Valleyview Hospital Amalgamation

Memorandum of Understanding #14A – Labour Adjustment (UPN)

Memorandum of Understanding #14B – Labour Adjustment (BCNU)

Memorandum of Understanding #16 – Phase Out Of Glendale Lodge and Woodlands

Memorandum of Understanding #17 – Transition Committee (BCNU)

Memorandum of Understanding #18A – Classification and Equity (BCNU)

Memorandum of Understanding #18B – Classification and Equity Review (UPN)

Memorandum of Understanding #23 – One Time Payment 2007-2010 13th Nurses’ Master and Component Agreements

Memorandum of Understanding #24 – Fiscal Dividend

Letter of Understanding #1 – Supplemental Employment Benefit Plan Maternity/Parental Leave

Letter of Understanding #3 – Regarding Auxiliary Employees – STIIP

Letter of Understanding # 4 – Re: Master Agreement Article 27.14 Standby Provisions – Riverview Hospital

Community Services Nurses Component MOU #2 – Recruitment/Staffing Procedures

Community Services Nurses Component MOU #3 – Community Services Nurses Component Hours of Work – Article 4

Hospital Services Nurses Component – Letter of Agreement Re: Hospital Services Nurses Memorandum of Understanding #1

March 8, 2017

Laura Anderson
Labour Relations Officer
BC Nurses' Union 4060 Regent Street
Burnaby, B.C. V5C 6P5

Dear Laura Anderson:

Re Documents deleted in past Agreements

I am writing further to our discussion in regard to documents within the 15th Nurses Master and Component Agreements which currently are listed as deleted in previous rounds from the master and component agreements. It is the Parties intent to remove each from future agreements, recognizing the ongoing commitment as currently noted.

For the following, the parties agree that *should the Employer in the future, employ employees in northern and isolated areas that the language of the Eleventh Master Agreement shall apply to such employees:*

Article 22.09 - Northern and Isolated Areas

Article 27.18 - Isolation and Vacation Transportation Subsidy Allowance

Appendix 4 – Application of Isolation Allowance

Appendix 7 – Vehicle Safety and Survival Equipment

Appendix 4B - Isolated Locations Eligible for Special Vacation Transportation Subsidy

Should the employer in the future, employ employees in northern and isolated areas Appendix 4B of the Eleventh Master Agreement shall apply to such employees. Such list would also be revised and implemented on the same basis as revised and implemented for the majority of unionized employees in the Public Service.

Community Component Article 4.03 - Home Nursing Care Services

Should the Employer in the future, employ employees in the former Home Nursing Care Services jurisdictional unit, Clause 4.03 of the Ninth Community Services Nurses Component Agreement shall apply to such employees.

Yours truly,

Patricia (Pat) Brown
Senior Labour Relations Specialist

March 14, 2017

Laura Anderson
Labour Relations Officer
BC Nurses' Union
4060 Regent Street
Burnaby, B.C. V5C 6P5

Dear Laura Anderson:

Re Current Bargaining

This is to recognize that during this round of bargaining, the Parties have gone through a thorough review/housekeeping process of the 15th Master and Component Agreements. As such, for the term of the 16th Master Agreement any appendices, information appendices, memorandums of understanding, letters of understanding and previously deleted (inactive; articles, clauses, appendices, and memorandums of understanding) contained within the 15th Master Agreement, are deemed to be renewed unless the parties have specifically agreed to delete or amend.

Yours truly,

Patricia (Pat) Brown
Senior Labour Relations Specialist

June 20, 2017

Laura Anderson
Labour Relations Officer
BC Nurses' Union
4060 Regent Street
Burnaby, B.C. V5C 6P5

Dear Laura Anderson:

Re Live Demonstrations of MyHr

Dear Laura:

Further to our discussion and in recognition of the changes that have occurred to the MyHR website, this confirms our agreement to provide live demonstrations of the website, online to the BCNU members of this agreement. Such demonstrations will occur within four months following ratification of the 16th Master and Component Agreements.

Yours truly,

Patricia (Pat) Brown
Senior Labour Relations Specialist

July 4, 2017

Laura Anderson
Labour Relations Officer
BC Nurses' Union
4060 Regent Street
Burnaby, B.C. V5C 6P5

Dear Laura Anderson:

Re: Occupational Health and Safety

This will confirm our discussions at the bargaining table in relation to the topic of Occupational Health and Safety.

This is to acknowledge that the ministry involved, (currently named the Ministry for Children and Family Development) is open to receiving recommendations from the PJOSH.

Yours truly,

Patricia (Pat) Brown
Senior Labour Relations Specialist

Laura Anderson, BCNU

Pat Brown, BCPSA

July 21, 2017

Laura Anderson
Labour Relations Officer
BC Nurses' Union
4060 Regent Street
Burnaby, B.C. V5C 6P5

Dear Laura Anderson:

Re: MOU # 9 deleted Clause 27.18 and Appendix 4B (15th Master Agreement)

I am writing further to our discussion in regard to documents identified at the bottom of MOU#9 (of the 15th Master Agreement) and further to the letter addressed to you dated March 8, 2017. Specifically the language states, "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."

It is the Parties intent to remove this statement from future agreements, recognizing the ongoing commitment as currently noted.

Yours truly,

Patricia (Pat) Brown
Senior Labour Relations Specialist