BC NURSES' UNION
Standing up for health care

2025–2029

TERMS OF SETTLEMENT

Nurses' Bargaining Association (NBA) Provincial Collective Agreement

This document is provided for informational purposes for the use of BCNU/NBA members only and on an errors and omissions excluded (E. & O.E.) basis. The final official version of the 2025-2029 Provincial Collective Agreement will be jointly published by the parties and incorporate the changes reflected in the terms of settlement.



Territorial Acknowledgment

We acknowledge our presence on the traditional, ancestral and unceded territories of over 200 First Nations in what we now call British Columbia. We do so with gratitude for the traditional stewards of these lands and waters – the Elders, Knowledge Keepers, and Land Defenders – who, from time immemorial, have cared for and nourished communities of human and more-than beings. We are committed to redressing the harms of colonization through a process of genuine and just reconciliation – guided by, and in solidarity with, Indigenous Peoples.

Current as of Nov. 24, 2026

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2025-2029 Provincial Collective Agreement

BENEFITS

Massage therapy coverage remains unlimited until March 31, 2027. Effective April 1, 2027, annual coverage will be capped at $4,000 for members and $2,000 for dependents. The agreement also includes improvements to extended health, dental and insurance benefits, along with the establishment of a new employer-funded nurses' benefits trust.

WAGES

A 12.55% (compounded) general wage increase over four years, with 3% increases each year. A wage grid redesign eliminating steps 1, 2 and 3 effective April 1, 2027, moving a nurse whose step is deleted to the next highest step. A new Year 10 Add Pay of $0.50/hr, payable in addition to any Year 15-30 Add Pay so that each existing milestone increases by $0.50/hr.

PREMIUMS

Regular premium increase from $2.15/hr to $3.00/hr in April 2026, to $3.55/hr in April 2027. Evening premium increase from $1.40/hr to $1.90/hr 2026, to $2.20/hr in April 2027. Casual incentive payment of up to $2,300/yr in January 2027. Expansion of double-time OT.

RATIO COMPLIANCE

$100 million in year one, $200 million in year two and $300 million in year three and ongoing, bringing combined ongoing ratio funding to $600 million annually, with reporting and accountability.

OCCUPATIONAL HEALTH & SAFETY

Updated violence risk assessments, critical incident support, weapons screening pilots, and a province-wide workplace violence review.

LEAVES

Changes to compassionate leave, sick leave for appointments, reservist leave, Indigenous child care leave and citizenship ceremony leave.

UNION RIGHTS & DISPUTE RESOLUTION

Article 59 professional responsibility procedures restored within six months following the arbitration ruling, electronic grievance submission and rapid dispute resolution.

INDIGENOUS RIGHTS & DEI

UNDRIP reference, Indigenous workforce and grievance initiatives, gender-neutral job descriptions and inclusive workplace provisions.


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BENEFITS

Benefits Plan Comparison: Previous vs. New

BENEFIT	2022-2025 NBA CONTRACT	MEMBER		PER DEPENDENT	
		2025-2029 NBA CONTRACT	ANNUAL CHANGE	2025-2029 NBA CONTRACT	ANNUAL CHANGE
GROUP LIFE					
Benefit Amount	$50,000	$250,000	**+$200,000 coverage**	n/a	n/a
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)					
Benefit Amount	$50,000	$250,000	**+$200,000 coverage**	n/a	n/a
LONG TERM DISABILITY					
Indexing Period	Every 4 yrs	Every 2 yrs	**Timelier cost-of-living adjustments**	n/a	n/a
EXTENDED HEALTH					
Deductible	$25/yr	$0/yr	**SAVE $25/yr**	$0/yr	**SAVE $25/yr**
Acupuncturist	$100/yr	$500/yr	**+$400/yr**	$500/yr	**+$400/yr**
Chiropractor	$200/yr	$500/yr	**+$300/yr**	$500/yr	**+$300/yr**
Hearing Aids	$1,000/ear / 5 yrs ($200/yr equiv.)	$2,500/ear / 5 yrs ($500/yr equiv.)	**+$300/yr**	$2,500/ear / 5 yrs ($500/yr equiv.)	**+$300/yr**
Massage Therapist					
• 2026-2027	Unlimited until Dec. 31, 2026	Unlimited until Mar. 31, 2027	**Unlimited access extended 3 mo.**	Unlimited until Mar. 31, 2027	**Unlimited access extended 3 mo.**
• 2027-2028	$1,427/yr, effective Jan. 1, 2027	$4,000/yr, effective Apr. 1, 2027, ongoing	**+$2,573/yr**	$2,000/yr, effective Apr. 1, 2027, ongoing	**+$573/yr**
• 2028-2029	$1,145/yr, effective Jan. 1, 2028	$4,000/yr	**+$2,855/yr**	$2,000/yr	**+$855/yr**
Naturopathic Physician	$200/yr	$500/yr	**+$300/yr**	$500/yr	**+$300/yr**
Out-of-province/country Emergencies	Unlimited	Unlimited	**No change**	Unlimited	**No change**
Physiotherapist	Unlimited	Unlimited	**No change**	Unlimited	**No change**
Podiatrist	$400/yr	$500/yr	**+$100/yr**	$500/yr	**+$100/yr**
Psychologist, Reg. Social Worker, Reg. Clinical Counsellor	$900/yr	$1,800/yr	**+$900/yr**	$1,800/yr	**+$900/yr**
Speech Therapist	$100/yr	$1,000/yr	**+$900/yr**	$1,000/yr	**+$900/yr**
Vision Care	$350/24 mo. ($175/yr) *Lenses only	$900/24 mo. ($450/yr) *Lenses & eye exams	**+$275/yr**	$900/24 mo. ($450/yr) *Lenses & eye exams	**+$275/yr**
Shingrix Vaccine	No coverage ($250 cost per adult)	Covered ($250 per adult)	**SAVE $250 (one-time per adult)**	Covered ($250 per adult)	**SAVE $250 (one-time per adult)**
DENTAL					
Basic Services	100%	100%	**No change**	100%	**No change**
Major Services	60%	70%	**+10% reimbursement**	70%	**+10% reimbursement**
Orthodontic Services	60%	60%	**No change**	60%	**No change**
Orthodontic Lifetime Maximum	$2,750/person	$4,000/person	**+$1,250/person**	$4,000/person	**+$1,250/person**

Massage therapy

Unlimited massage therapy coverage continues until March 31, 2027. Effective April 1, 2027, annual coverage is capped at $4,000 for members and $2,000 for dependents. These negotiated changes replace the arbitration-imposed caps of $1,427 in 2027 and $1,145 in 2028.

Other extended health and dental provisions

Annual mental health coverage increases from $900 to $1,800 for eligible psychologists, registered clinical counsellors and social workers.

Vision care increases from $350 to $900 every 24 months and includes eye examinations.

Annual podiatry coverage increases from $400 to $500, while speech therapy coverage increases from $100 to $1,000.

Hearing aid coverage increases from $1,000 to $2,500 per ear every five years.

The annual $25 extended health deductible is eliminated, and the Shingrix vaccine is covered.

Dental coverage for major services increases from 60% to 70%. The orthodontic lifetime maximum increases from $2,750 to $4,000.

All of the above extended health and dental provisions are effective April 1, 2027.

Long-term disability (LTD)

The Employer-Funded Nurses' Benefits Trust (EFNBT) will provide a Long-term disability (LTD) Plan beginning April 1, 2027.

The method for calculating LTD benefits remains unchanged. Trustees will have designated funding and are directed to maintain the existing four-month waiting period for LTD eligibility.

LTD indexing will occur every two years instead of every four years. During periods of total disability, employees may be under the care of a medical doctor or nurse practitioner.

Life insurance & AD&D

Basic life insurance and accidental death and dismemberment (AD&D) coverage increases from $50,000 to $250,000, effective April 1, 2027.

Employer-Funded Nurses' Benefits Trust (EFNBT)

The Employer-Funded Nurses' Benefits Trust (EFNBT) provides benefits exclusively for NBA members and their eligible dependants, with governance arrangements covering extended health, dental, life insurance, accidental death and dismemberment (AD&D), and long-term disability.

NBA-appointed trustees have exclusive authority over decisions relating to extended health, dental, life insurance and AD&D benefits. Decisions relating to LTD remain jointly governed by NBA- and HEABC-appointed trustees until April 1, 2029.

Beginning April 1, 2027, employers fund the EFNBT under an agreed payroll-based contribution formula. For the first two years, contributions are based on actuarial projections, with annual reconciliation against actual benefit costs.

The EFNBT receives an initial $175-million contribution and includes additional funding protections relating to LTD costs and utilization.

Employers are responsible for 100% of ongoing funding required under the agreed formula. New co-payment obligations, beyond those already in place, cannot be introduced without the express agreement of the NBA and HEABC.


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WAGES

The contract includes a general wage increase, increases to premiums and Add Pay, and a redesign of the wage grid providing a wage increase for nurses earlier in their careers.

General wage increases

A 12.55% (compounded) general wage increase over four years, with 3% increases each year, retroactive to the first pay period after April 1, 2025.

Wage grid redesign

Nurses on Steps 1-3 will move to the equivalent of the existing Step 4 wage rate, providing a wage increase for nurses earlier in their careers, effective the first pay period following April 1, 2027.

Add pay

Nurses with at least 10 years of seniority will receive an additional $0.50 per hour in Add Pay, effective the first pay period following April 1, 2028. Casual nurses qualify after 19,500 hours worked. The increase also applies to nurses already receiving Year 15-30 Add Pay so that the Add Pay at each existing milestone also increases by $0.50/hr.

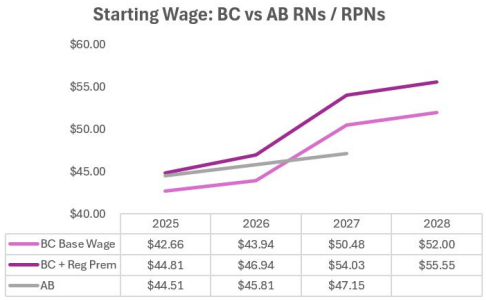
The final wage grid incorporating these changes will be jointly prepared by the NBA and HEABC and will be published and provided to members once completed.

Articles

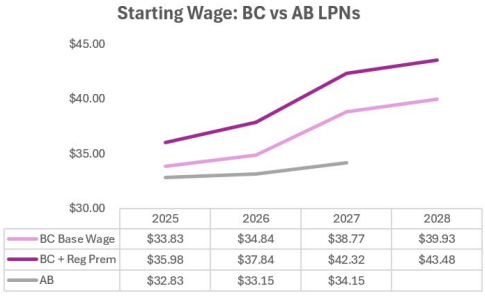
General Wage Increases (Pg 259)

YEAR 1	3% general wage increase (GWI) effective the first pay period after April 1, 2025
YEAR 2	3% general wage increase (GWI) effective the first pay period after April 1, 2026
YEAR 3	3% general wage increase (GWI) effective the first pay period after April 1, 2027
YEAR 4	3% general wage increase (GWI) effective the first pay period after April 1, 2028

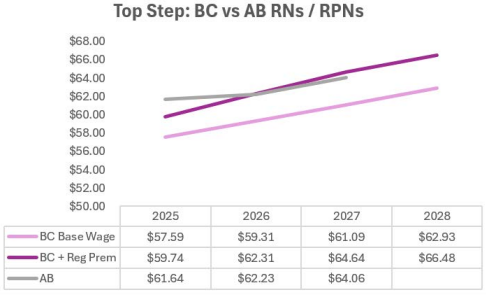
Over four years, the compounded value of the GWIs equals a total increase of 12.55%.



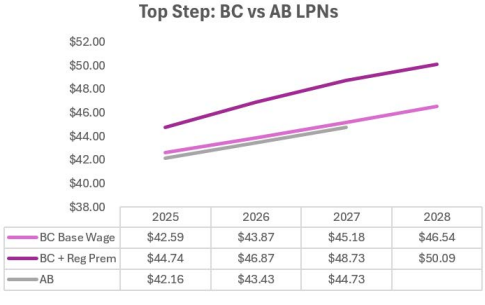
	2025	2026	2027	2028
BC Base Wage	$42.66	$43.94	$50.48	$52.00
BC + Reg Prem	$44.81	$46.94	$54.03	$55.55
AB	$44.51	$45.81	$47.15	



	2025	2026	2027	2028
BC Base Wage	$33.83	$34.84	$38.77	$39.93
BC + Reg Prem	$35.98	$37.84	$42.32	$43.48
AB	$32.83	$33.15	$34.15	



	2025	2026	2027	2028
BC Base Wage	$57.59	$59.31	$61.09	$62.93
BC + Reg Prem	$59.74	$62.31	$64.64	$66.48
AB	$61.64	$62.23	$64.06	



	2025	2026	2027	2028
BC Base Wage	$42.59	$43.87	$45.18	$46.54
BC + Reg Prem	$44.74	$46.87	$48.73	$50.09
AB	$42.16	$43.43	$44.73	

Wage Schedules (Pg 265)

Nurses on Steps 1-3 will move to the equivalent of the existing Step 4 wage rate, providing a wage increase for nurses earlier in their careers, effective the first pay period following April 1, 2027.

Add Pay (Pg 267)

Effective the first pay period following April 1, 2028, a new Year 10 Add Pay of $0.50 per hour will apply to regular nurses with at least 10 years of seniority and casual nurses with at least 19,500 hours worked. This new level of add pay will be payable in addition to any Year 15–30 Add Pay, so that the Add Pay at each existing milestone increases by $0.50 per hour.

Appendix RR – Employed Student Nurse Wage Schedule (Pg 133)

This tentative agreement also includes increases to the Employed Student Nurse (ESN) wage grid.

The hourly rate for undergraduate nurses will increase as follows:

Effective Date	ESN Wage
Current	$32.13
April 1, 2025	$33.09
April 1, 2026	$34.08
April 1, 2027	$35.10
April 1, 2028	$36.15

These improvements recognize the important role ESNs continue to play in supporting patient care across British Columbia and are intended to support recruitment and retention of future nurses entering the profession.

Article 61 – Effective & Terminating Dates (Pg 109)

This collective agreement is in effect until March 31, 2029.

PREMIUMS


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WE CARE FOR YOU...WILL YOU CARE FOR US?
ON STRIKE
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The agreement includes changes to premiums, overtime compensation, casual employee incentives, scheduling options and career progression to acknowledge that these premiums intend to address recruitment, retention and overtime.

Regular and evening premiums

The regular premium increases to $3.00 per straight-time hour worked effective the first pay period following April 1, 2026, and is increased to $3.55 effective the first pay period following April 1, 2027. The evening premium increases to $1.90 per hour and $2.20 per hour on those respective dates. No additional increases to these premiums are scheduled for 2028.

Forensic and corrections premium

Eligible nurses working in correctional health services receive a premium calculated at 2% of the Nurse Level 3, Step 4 registered nurse hourly rate, effective the first pay period after April 1, 2026.

Double-time overtime

Effective the first pay period following April 1, 2028, overtime under Article 27.05(A)(1) and (2) will be paid at double the regular rate of pay (2x) for both regular and extended workday shifts. Double-time pay will also apply to missed meal breaks, telephone callbacks and working three different shifts under Article 25.12.

Casual employee incentives

Beginning January 1, 2027, casual employees who work at least 600 eligible straight-time hours with the same employer in a calendar year will receive an annual incentive of $1,000. The payment increases by $100 for every additional 100 eligible hours worked, to a maximum of $2,300 at 1,900 hours or more. Only straight-time hours worked while employed as a casual count, and employees must remain employed by the same employer on December 31 to qualify. Hours worked as a casual must be worked at the same employer (cannot be combined from multiple employers).

Flexible shift select positions

New Shift Select Positions allow eligible regular employees to choose shifts during booking periods to meet their regular full-time-equivalent requirements, subject to the agreed scheduling rules.

Articles

Article 6 – Contracting Out & Appendix O (Pg 34)

This agreement includes additional protections intended to reduce reliance on private agency staffing and prioritize available work opportunities for bargaining unit nurses. The language confirms that all available shifts must first be offered to bargaining unit employees before agency nurses are utilized. These changes are intended to support retention within the public health-care system while helping reduce dependence on private agency staffing across British Columbia.

Article 11.04(A)(10) & 11.04(E) – Casual Employees (Pg 42)

These language changes provide greater clarity that casual employees must pick up on-call shifts, helping increase scheduling flexibility and reduce pressure on regular employees.

Article 11.04(L) – Casual Hours Incentive (Pg 44)

Beginning January 1, 2027, casual employees receive $1,000 after working at least 600 eligible straight-time hours with the same employer in a calendar year, plus $100 for each additional 100 eligible hours, up to $2,300 at 1,900 or more hours. Only hours worked while employed as a casual count. Employees must still be employed by the same employer on December 31. The parties will review the incentive in future bargaining to assess its effectiveness and may consider alternative uses of the funds.

Article 17.0x – Shift Select Positions (Pg 49)

This agreement introduces a new Shift Select Position (SSP) scheduling model designed to improve flexibility while maintaining regular employee status and benefits. SSPs allow nurses to select shifts during designated booking periods to meet their regular FTE requirements rather than being tied to a fixed master rotation. Once shifts are selected, the employer is responsible for building the schedule. This model is intended to improve work-life balance, scheduling flexibility and job satisfaction while helping employers proactively fill baseline vacancies and relief needs.

Article 18.06 and Article 62 – Salary on Promotion (Pg 55, Pg 110)

The revised salary-on-promotion provisions address wage placement for licensed practical nurses who qualify as new registered nurses or registered psychiatric nurses.

Article 26.03 – Meal Periods (Pg 61)

Beginning the first pay period following April 1, 2028, qualifying missed meal breaks will be paid at double time under the revised overtime provisions.

Article 27.05 and Extended Workday MOA - Overtime (Pg 65)

Beginning the first pay period following April 1, 2028, overtime under Article 27.05(A)(1) and (2) will be paid at 2x for regular and extended workday shifts, including applicable end-of-shift overtime. Double-time also applies to qualifying missed meal breaks, telephone callbacks and working three different shifts under Article 25.12. Article 25.08 remains unchanged: insufficient notice of a schedule change attracts 1.5x for the first two hours and 2x thereafter, as a schedule-change premium rather than overtime.

Article 27.07 – Overtime by Seniority (Pg 67)

Effective April 1, 2027, seniority-based overtime allocation language will now also apply across all Health Authority affiliates.

Article 28 – Regular and Evening Premiums (Pg 68)

The regular premium increases to $3.00 per straight-time hour in the first pay period following April 1, 2026, and $3.55 in the first pay period following April 1, 2027. The evening premium increases to $1.90 and $2.20 per hour on those respective dates. The agreement does not provide a further premium increase in 2028.

Article 28.06 – OR/PAR/ER/ICU/CCU/NICU/PICU Premium (Pg 70)

The $2.00/hour premium for nurses permanently assigned to OR/PAR, ER and ICU/CCU departments will remain in place. Effective the first pay period following April 1, 2026, eligibility will also expand to include Level 1 nurses permanently assigned to operating rooms, as well as Level 1 orthopaedic technologists permanently assigned to emergency departments.

Article 49.01 – Municipal Pension Plan (Pg 101)

All regular employees — full-time and casual in temporary positions — are eligible for enrollment in the Municipal Pension Plan. Contributing to the plan early is an important step to securing your retirement future.

Article 54 – Isolation Travel Allowance (Pg 102)

Effective April 1, 2027, employees who work in the following communities are now eligible to receive the $150 isolation travel allowance: Boston Bar, Grand Forks, Kettle Valley, Hope, Lytton, Sointula, Texada Island, Ucluelet and Zeballos.

Article 63 A.2 – Forensic and Corrections Premium (Pg 112)

Eligible licensed practical nurses, registered nurses and registered psychiatric nurses working in correctional health services receive a premium equal to 2% of the hourly rate for a Nurse Level 3, Step 4 registered nurse, effective the first pay period after April 1, 2026.

Appendix XXX – BCCNM-Certified Practice Designation Nurses Working Group (Pg 150)

A new memorandum of agreement establishes a working group to identify and gather data related to BCCNM-certified practice nurses and explore potential ways to better recognize these nurses within the collective agreement. This work is intended to support ongoing recognition of specialized nursing knowledge and practice.

Appendix XXX – Sexual Assault Nurse Examiner (SANE)/Forensic Nurse Examiner (FNE) Witness Remuneration (Pg 151)

A new MOA provides that SANE and Forensic Nurse Examiner (FNE) nurses are compensated at their applicable rate of pay for time required to testify as a fact or expert witness and for reasonable preparation time, plus applicable mileage and associated costs.



RATIO COMPLIANCE

Minimum nurse-to-patient ratio funding

The agreement provides an additional $100 million in the first year, $200 million in the second year and $300 million in the third year and ongoing for ratio implementation. Together with the previous $300-million ongoing commitment, this brings ongoing funding to $600 million annually.

Accountability

The agreement includes regular reporting on ratio implementation and funding.

Articles

MEMORANDUM OF AGREEMENT – Ratios Funding & Accountability (Pg 207)

The memorandum of agreement establishes significant additional government funding commitment for minimum nurse-to-patient ratios.

- $100 million dollars in Year 1
- $200 million dollars in Year 2
- $300 million dollars in Year 3 (and ongoing)

These funds are in addition to our 2023 agreement in which the government committed to ongoing funding of $300 million per year. The combined total of the 2023 agreement and this new agreement will result in $600 million dollars in ongoing funding for minimum nurse-to patient ratios.

Under the agreement, the Ministry of Health will provide quarterly expenditure reporting and annual public reporting related to ratios implementation funding.

The agreement also establishes minimum annual spending targets tied specifically to ratios implementation. Where ratios funding is not fully spent within a fiscal year due to staffing shortages or implementation challenges, those funds must remain within nursing and be reserved for initiatives in support of minimum nurse-to-patient ratios implementation.

These measures are intended to strengthen accountability around ratios funding while supporting continued implementation of safe staffing improvements across the province.

Leaves

Compassionate leave

Effective 60 days after the arbitration ruling, compassionate leave increases to six 7.5-hour days, which do not have to be taken consecutively. The eligible relationships and circumstances for taking leave are also expanded. For those working extended shift rotations, this will increase to forty-five (45) hours

Additional leave provisions

Changes also address general leave requests, reservist leave, qualifying medical appointments, personal leave and leave to care for Indigenous children.

Articles

Article 33 – Leave – Compassionate (Pg 84)

The application of compassionate leave was expanded to former foster children, current or former wards and children-in-law. Members can now use some of their compassionate leave for any family member undergoing MAID or where death is expected within 3 months. One additional 7.5 hour day of leave has also been added bringing the total to 6 days of leave available, which need not be taken consecutively.

Article 37 – Leave – General (Pg 86)

Effective April 1, 2028, where a nurse submits a leave request with more than 21 days' notice, the employer must provide a written response within 10 days. The article also includes a new preamble protecting the privacy of sensitive leave information, limiting access to those with a legitimate operational need to know.

Article 37.0x – Reservists' Leave – Canadian Armed Forces (Pg 88)

A new article provides non-discretionary unpaid leave for nurse reservists for training, pre-deployment, deployment and post-deployment periods, with continuation of seniority and benefits throughout the leave. Article 37.03 was also updated to ensure clarity that wage increment progression would not be affected by those on Reservists' leave.

Article 42.09 – Leave – Sick Appointments (Pg 90)

This language change affirms that members will be granted sick leave with pay to take time off for appointments when they cannot be scheduled outside of working hours.

Article 43.01 – Special Leave (Pg 93)

Effective April 1, 2027, members are now entitled to one day of special leave to attend their Canadian citizenship ceremony.

Article 43.02 – Personal Leave (Pg 95)

Core principles from the Joint Interpretation on personal leave are now incorporated in this article to provide greater clarity to members.

Union Rights & Dispute Resolution

Grievances and dispute resolution

Grievances may be submitted electronically, and a trial rapid dispute resolution process is available for eligible grievances by mutual agreement.

Workplace investigations and union representation

New and amended provisions address employer investigation procedures, steward participation, new employee orientations and related union rights.

Professional responsibility

The professional responsibility process is restored within six months of the arbitration ruling.

Articles

Article 4.03 – Proposed Exclusions (Pg 32)

A new article requires employers to notify the union of any exclusions from the bargaining unit, including providing an organizational chart, job description and reasons. The union can request to meet the employer within 30 days to review the exclusion.

Article 6.08 – Copies of the Provincial Collective Agreement (Pg 36)

The collective agreement must now be distributed to each unit, with one printed copy available for every two employees, ensuring nurses have ready access to their collective agreement. BCNU also makes the collective agreement available online.

Article 6.09 – New Employees (Pg 35)

Stewards will now be notified in advance of the names of new employees prior to their employer orientation session and provided time to introduce new employees to the union. This can also be done through a video.

Article 8 – Union/Management Committee (Pg 37)

The union may invite additional representatives at no cost to the employer to support informed and effective discussions to help support new steward development.

Article 9 – Grievances (Pg 39)

The grievance procedure is updated to allow the use of electronic grievance forms.

Article 10 & Appendix FF.1 – Rapid Dispute Resolution (Pg 41, Pg 131)

Eligible non-complex grievances that have completed Step 2 may be referred by mutual agreement to a trial BCHOA rapid dispute process with binding decisions that will be limited to the particular dispute and without precedential value.

Article 13.06 – Seniority Lists (Pg 45)

The identified unit will now be included in seniority lists.

Article 16.03 – Records Removed (Pg 47)

Reduces the time before records of letters of expectation are removed. Discipline and letters of expectation are now also automatically removed from a member's file, if there are no further incidents and upon their expiration, ensuring nurses are not indefinitely negatively affected by older records.

Article 16.0X – Employer Investigations (Pg 48)

This new article formalizes the principles of natural justice into our collective agreement and provides more structure to have employer investigations completed in a timely manner.

Article 18.01 & 18.02 – First Consideration and Filling Vacancies (Pg 53)

This change allows for greater flexibility for members who may not be able to go into their new position within 30 days.

Article 20 – Technological Change, Automation (Pg 56)

This article has been updated to recognize Artificial Intelligence as a potential contributor to technological change in the workplace. The language has also been expanded to include modifications to existing technologies.

Article 44 – Leave – Union (Pg 97)

Updated to include CFNU (Canadian Federation of Nurses Unions) language, strengthening protections for nurses on provincial, national or international union leave.

Article 56.02 – Retroactive Pay and Benefits (Pg 104)

Employers must issue any retroactive payments within 120 days of the arbitration ruling and, upon request, provide an explanation and statement of wages consistent with Article 56.04.

Article 59 – Professional Responsibility Clause (Pg 105)

The Article 59 Professional Responsibility Form process is restored, including response timelines and escalation procedures. The revised provision is to become operative within six months of the arbitration ruling.

Appendix W – Full-Time Steward and Steward at Large Positions (Pg 115)

Updates to steward complement groupings include the addition of Courtenay-Comox Steward at Large positions and new language prioritizing opportunities for Indigenous employees to work as DEI stewards.

Appendix XXX – HEABC Membership for Unionized LTC/AL Operators (Pg 148)

A new MOA commits the Ministry of Health to a phased two-year transition (2026–2028) bringing unionized Long-Term Care and Assisted Living operators into HEABC membership, ensuring nurses at those facilities are covered under the NBA Collective Agreement with consistent wages, benefits and working conditions.

Indigenous Rights & Diversity, Equity and Inclusion

Indigenous rights and anti-racism

The collective agreement includes a reference to the United Nations Declaration on the Rights of Indigenous Peoples and updated provisions addressing Indigenous-specific racism in health care.

Indigenous workforce and inclusion

Changes address recruitment and retention of Indigenous employees, Indigenous grievance processes, gender-neutral job descriptions and inclusive workplace facilities.

Articles

Article 2 – Purpose of Agreement (Pg 31)

The agreement now incorporates a direct reference to the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) within the main body of the collective agreement, strengthening the parties' foundational commitment to Indigenous rights.

Article 23 – Job Descriptions (Pg 58)

Employers will now be required to use gender-neutral language in all newly developed or modified job descriptions.

Article 47 – Leave for Indigenous Child Care (Pg 99)

A new article provides nurses with up to 62 consecutive weeks of unpaid leave to provide care for Indigenous child(ren), supporting Indigenous family obligations and cultural child-rearing responsibilities.

Appendix XX – Indigenous Rights and Eliminating Indigenous-Specific Racism (Pg 136)

The appendix clarifies the ongoing Indigenous-Specific Anti-Racism forum and reflects the UNDRIP reference in Article 2.

Appendix YY – Recruitment and Retention of Indigenous Employees (Pg 138)

Appendix YY is updated with strengthened preamble language affirming the parties' shared intent and adds provisions supporting Indigenous candidates when more than one applies for a position.

Appendix ZZ – Diversity, Equity and Inclusion Working Group (Pg 140)

Updated to reflect work already undertaken by the group, with language improvements that separately address barriers to employment and barriers to career advancement as distinct phenomena.

Appendix AAA – Gender Diversity and Inclusion (Pg 142)

The new appendix now requires employers to post inclusive signage both outside and inside of bathroom and changeroom facilities within 180 days of the arbitration ruling, supporting gender-inclusive workplaces for all nurses. Indigenous Rights & Diversity, Equity and Inclusion.

Appendix XXX – Indigenous Grievance and Arbitration Working Group (Pg 145)

A new MOA creates a working group to develop sector-wide recommendations on the Indigenous grievance and arbitration process, including on the role of Elders and Indigenous community members as support persons.

Appendix XXX – Indigenous Workforce Committee (Pg 147)

A new MOA establishes a sector-wide Indigenous Workforce Committee as a subgroup of the ISAR forum, to be convened within 120 days of all sector contracts being ratified, focused on improving Indigenous workforce representation and supports.

Occupational Health & Safety (OHS)

Workplace violence prevention

The agreement strengthens requirements for violence risk assessment, documentation, prevention measures and communication of known risks. A province-wide review recommended by the Special Mediators and agreed to by the Ministry of Health will examine additional measures, including relational security officers and alert systems.

Critical incident and psychological health supports

Changes address support after critical incidents, psychological health and safety, sexual and domestic violence, and disability-management procedures.

Non-nursing duties review

A separate review recommended by the Special Mediators and agreed to by the Ministry of Health will examine non-nursing duties and opportunities to increase the time nurses can devote to direct patient care.

Articles

Article 32.01 – Joint Occupational Health & Safety Committee (Pg 72)

New language confirms that Health Authorities and Providence Health Care will continue onboarding to the OHS Resource Centre and, once onboarded, will direct Joint Occupational Health & Safety (JOHS) Committees to use the system to record meeting minutes and maintain applicable records, including providing meeting minutes through the OHS Resource Centre, notwithstanding they are also maintained in other database systems. New language also clarifies and strengthens the employer's obligation to provide JOHS Committees with information necessary to carry out their duties and functions.

Article 32.03 – Safe Workplace (Pg 75)

New language expands mandatory OHS supervisory training to include annual refresher training to employees performing supervisor duties defined in the Workers Compensation Act. The Article also adds new employer obligations where employees may be exposed to biological agents, chemicals, illicit substances, substances with unknown or inconsistent composition and other regulated or unregulated substances. This includes conducting a risk assessment, implementing controls and providing site-specific education and training. Additional language also makes clear that no employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act and Occupational Health and Safety Regulation.

Article 32.05 – Critical Incident Support (Pg 78)

New language requires that, following a critical incident, the employer will consult with employees and can release a nurse for the remainder of their shift without loss of pay and provide transportation to medical care or home if the employee is unable to travel safely on their own.

Article 32.06 – Psychological Health and Safety (Pg 79)

Strengthens psychological health and safety obligations by ensuring employers' implementation of the National Standard reflects future amendments to this Standard and requiring employers to make information and education on workplace factors affecting psychological health and safety available to employees.

Article 32.07 – Sexual and Domestic Violence (Pg 81)

Additions require the employer to develop a policy to address sexual and domestic violence in the workplace, to include identifying the process for reporting sexual and domestic violence, committing to appropriate employer action including individualized safety plans, protecting employee privacy and confidentiality while ensuring workplace safety for all and prohibiting adverse action against employees who report sexual or domestic violence in good faith. Where an employer becomes aware of domestic or sexual violence that may put an employee at risk, the employer must conduct a risk assessment and develop an employee-centered safety plan that includes appropriate safety measures.

Article 32.08 – Violence Risk Mitigation (Pg 82)

This new Article consolidates existing language from Article 32.03 – Safe Workplace, and provides clear employer obligations to identify and assess violence risks, implement and document appropriate controls and communicate known violence-related risks to employees who may be exposed, including during admissions, transfers, reassessments, changes in presentation and care transitions between departments, units, facilities or employers.

Article 42.06 – Expiration of Sick Leave Credits (Pg 89)

Ensures that employees absent due to sickness beyond their accumulated sick leave credits may elect to have their banked overtime and/or accrued vacation leave credits paid out.

Article 42.07 – Leave – Workers' Compensation (Pg 91)

New language ensures that when WorkSafeBC reopens a claim for which an employee is receiving permanent partial disability benefits, the employee remains eligible for net pay while receiving wage loss benefits related to the reopened claim. New language also ensures that sick leave credits are replenished when an employee attends emergency medical or dental appointments or medical appointments related to a WorkSafeBC-covered injury and WorkSafeBC approves the claim for the same period.

Appendix A.2 – Enhanced Disability Management Program: Regional Representation (Pg 120)

Two additional EDMP representative positions are added (for a total of 24 reps), effective April 1, 2027.

Appendix A.3 – Premium Maintenance While Awaiting LTD (Pg 122)

New language expands premium maintenance to ensure coverage after the 20-day benefit continuation deadline onward and extends the maximum coverage period from 12 to 18 months.

Appendix A.6 – Duty to Accommodate – Permanent Accommodations (Pg 123)

Strengthens the duty to accommodate process by requiring the employer to review medical information and either accept it or request further information (with rationale) within three weeks of receipt, and to offer the employee a suitable permanent accommodation within four weeks of accepting the medical information. Additional language ensures employees being paid their previous rate of pay in accordance with Appendix A.6 provisions, in lieu of a suitable accommodation or transitional work, receive seniority and service-based accruals and benefits for the hours that the employee is approved to work.

Appendix XXX – Regional Joint Occupational Health and Safety Committees Pilot (Pg 153)

A new MOA establishes a two-year pilot project for Regional Joint Occupational Health and Safety Committees covering occupational health and safety, psychological health and safety and violence prevention, providing a health authority-wide coordination mechanism.

Appendix XXX – Weapons Screening Pilot (Pg 156)

A new MOA establishes a pilot project to implement and assess artificial intelligence (AI)-based weapons detection and voluntary weapons screening as follows:

- Fraser Health Authority (FHA) will pilot an AI-based weapons detection at Surrey Memorial Hospital.
- Vancouver Coastal Health (VCH), Northern Health Authority (NHA) and Interior Health Authority (IHA) will pilot voluntary weapons screening at the following sites:
- Vancouver General Hospital – Emergency Department
- University Hospital of Northern British Columbia – Emergency Department
- Kelowna General Hospital – Emergency Department

The parties have also agreed to a meeting to discuss whether there is interest in having another site participate in the pilot.

Special Mediators' Recommendations – Workplace Violence Review (Pg 216)

The Ministry of Health is to conduct a province-wide review of workplace violence, including relational security officers, alert systems and applicable privacy, human rights and Indigenous considerations. Initial action recommendations are anticipated within six months.

Special Mediators' Recommendations – Non-Nursing Duties Review (Pg 220)

A separate review by the Ministry of Health will consider non-nursing duties and measures to maximize nurses' time providing nursing care.

Housekeeping

The agreement updates terminology, cross-references and outdated provisions, and integrates licensed practical nurse language into the main collective agreement. Detailed changes are listed in the articles and appendices below.

Appendix EE – Integration of Licensed Practical Nurses (LPNs) (Pg 125)

This proposal fully integrates LPNs into the main body of the collective agreement by moving language to appropriate and relevant articles.

Appendix VV – Cost of Living Adjustment (Pg 134)

This Appendix is deleted as it was only applicable for April of 2023 and 2024.

General Housekeeping Proposals

Below is a summary of the changes in the general housekeeping proposal and rationale.

Articles

The green sheets contain technical revisions to terminology, article cross-references, leave titles, outdated appendices and other administrative language. The complete marked-up changes appear in the green-sheet section.

Article 60 – Medical, Extended Health, Dental, LTD and Group Life (Pg 173)

The negotiated benefit provisions establish the revised coverage amounts, eligibility and effective dates set out in the comparison table and the explanations above.

MOA – Health and Welfare Benefits: Key Terms (Pg 158)

The key terms address EFNBT governance, administration and risk-management provisions, including LTD.

MOA – Health and Welfare Benefits (Pg 160)

The memorandum sets out the implementation of the revised benefits arrangements and trust structure.

EFNBT Funding Formula (Pg 176)

The formula provides for ongoing employer funding. The July 7 amendment confirms employer-only funding and requires express NBA and HEABC agreement before new member co-payments may be introduced.

2025-2029

NBA PROVINCIAL COLLECTIVE AGREEMENT

Changes to the NBA Provincial Collective Agreement are identified as follows:

- deletions are shown by a strikethrough
- additions are underlined
- All Articles and Memorandums of Agreement not referenced in this document remain as they stood in the 2022-2025 NBA Provincial Collective Agreement
- All references to "the date of ratification" or "ratification" should be interpreted as referring to November 18, 2026 (the date of the Interest Arbitrators' binding arbitration award settling the final outstanding terms of the collective agreement).

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

The Parties reaffirm their agreement to all Green Sheets attached to the Tentative Agreement, dated May 21, 2026 at 6:15am (the "Tentative Agreement Green Sheets"), with the exception of:

- Tentative Agreement Green Sheet re: Article 63 - Wage Schedules, A.1 General Wage Increases (and associated Wage Grids). For clarity, Tentative Agreement Green Sheet re: Article 63 - Wage Schedules, A.2 - Forensic and Corrections Premium remains agreed to.
- Tentative Agreement Green Sheets that are revised/replaced by Green Sheets agreed to by the Parties after May 21, 2026.

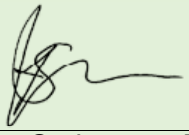
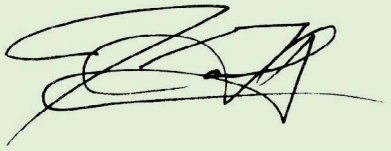
With respect to the Tentative Agreement Green Sheets reaffirmed as outlined above, the Parties also agree to make the following amendments to the effective dates stated therein, which will be reflected in the published version of the Collective Agreement:

Green Sheet Title	Former Effective Date	New Effective Date (if applicable)
ART 47 – Leave – Indigenous Child Care	April 1, 2026	30 days following the date of ratification
ART 59 – Professional Responsibility Clause	Parties will complete work and provision will be operative on or by November 30, 2026	Parties will complete work and provision will be operative on or by six months following the date of ratification
APP XXX – Health and Welfare Benefits	Establish mutually agreeable trust agreement by July 1, 2026	Establish a mutually agreeable trust agreement by one month after the date of ratification

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Unless included in the table above, all other effective dates in the Tentative Agreement Green Sheets will not be modified.

Agreed to this 22nd day of July 2026, at 4:07 pm

Signed on behalf of HEABC	Signed on behalf of the NBA
	
James Suderman, Employer Spokesperson	Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

TENTATIVE AGREEMENT

Between

Nurses' Bargaining Association ("NBA")

And

The Health Employers Association of British Columbia ("HEABC")

The NBA and HEABC agree that the attached greensheets constitute a tentative agreement for the Terms of Settlement for the renewal of the collective agreement expired March 31, 2025, subject to ratification by the NBA and HEABC.

Proposals and counter-proposals not addressed are withdrawn on a without prejudice basis.

All provisions of this agreement, except as otherwise specified in the attached greensheets, will come into force and effect thirty (30) days following ratification.

The Parties unreservedly recommend ratification of these Terms of Settlement to their respective principals.

Agreed to this 21 day of May 2026, at 4:25 am/pm 6:15 JS

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

E. & O.E.

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 2 – PURPOSE OF AGREEMENT

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls ~~to~~ for justice, and also include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report, including its 24 recommendations.

The parties are committed to confronting and healing systemic racism in our provision of healthcare services and recognize the importance of learning from Indigenous peoples and communities in developing a culturally safe and welcoming health care system for all.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 4 – UNION RECOGNITION

4.03 Proposed Exclusions

1. The Employer shall notify the Union in writing of a conversion of an existing included bargaining unit position to an excluded position. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reasons for the exclusion.
2. Where the Union requests to meet to discuss the conversion within thirty (30) days of such notification, the Union and Employer will meet to review the exclusion.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 12:49 a.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 5 – UNION SECURITY

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement listing the employee's first name, last name, last four digits of the BCCNM Nurse ID number, phone number provided by the employee, increment step, worksite name, bargaining association affiliation and the pay periods covered, with start and end dates of the pay periods. The Employer will provide the dues report to the Union in either Microsoft Excel or ~~.cvs~~ .csv format provided that it can be done so at no additional cost to the Employer.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip 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.

Deductions for levies and assessments shall be a percentage of wages.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

Delete Appendix O – Agency Nurses and amend the collective agreement by changing the following Article:

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.02 Contracting Out

(A) The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit. (See Appendix CC)

(B) The Parties confirm that they share a common interest in ending the use of private agency nursing.

(C) The Employer will offer all shifts to bargaining unit employees pursuant to the Collective Agreement before using agency nurses.

(D) HEABC will provide, to the Chair of the NBA, at the beginning of each fiscal quarter, a quarterly report with non-proprietary information outlining utilization of agency nurses.

(E) The Parties also agree that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.

~~**APPENDIX O**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**AGENCY NURSES**~~

~~HEABC will provide, to the Chair of the NBA, at the beginning of each fiscal quarter, a quarterly report with non-proprietary information outlining utilization of agency nurses. In addition, the parties also agree that agency nurses and nursing contractors will not supervise or otherwise direct the work of NBA members.~~

Agreed to in Joint Caucus on the 19th day of May, 2026, at 2:45 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.09 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Provincial Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Provincial Collective Agreement and the names of the stewards.

A steward shall be advised in advance of the names of the new employees, and the date, time and place of both in-person and virtual video conferencing orientation sessions for new employees in order that a steward shall be given a reasonable opportunity to talk to new employees. ~~Stewards will be advised of the names of the new employees hired~~.

During both in-person and virtual video conferencing orientations sessions, the Union's designated steward will be given up to fifteen (15) minutes to talk to new employees. If the Employer conducts onboarding using an online, self-paced tool, the Employer will incorporate the Union's induction video into orientation or onboarding where provided. In such case, time spent viewing the video will count towards the above-noted fifteen (15) minutes. The Employer shall ensure that the Union's induction video is a mandatory component of onboarding. The Employer shall require employees to confirm that they have viewed the induction video and shall provide this information to the Union's designated local steward. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

Agreed to in Joint Caucus on the 21st day of May 2026, at 2:30 (a.m.)/p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.08 ~~Copies~~ Publication of the Provincial Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall make the Provincial Collective Agreement available to employees both in electronic and booklet form. An electronic copy of the finalized printed Agreement will ~~shall~~ be made available on the Union's and HEABC's websites. The Employer will also ensure that a copy of the finalized printed Agreement is distributed to each unit.

The Employer shall print sufficient copies of the Agreement to provide ~~two (2) copies~~ one (1) copy for every ~~three (3)~~ two (2) employees per worksite. Should demand for printed copies be greater than supply, the Parties shall work together to identify unused copies, and if none are identified, additional printing shall be completed. The cost of printing shall be shared equally between the Union and the HEABC.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and colour of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Provincial Collective Agreement.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Composition of Committee

A Union/Management Committee shall be established for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

Where there are fewer than four (4) nurses employed at a worksite, then the number of Union and management representatives may be limited to one each with an alternate.

For the purpose of training and onboarding, the Union may, from time to time and with at least five (5) days' notice to the Employer, bring one additional attendee to observe an upcoming Union/Management Committee meeting. The Parties agree to waive the notice requirement for meetings that are scheduled with less than five (5) days' advance notice. Where the additional attendee is an employee of the Employer, their attendance will be subject to operational requirements and will not be paid if the meeting occurs outside work hours. In all circumstances, such attendance will be at no additional cost to the Employer. To support equal representation at these meetings, the Employer will be permitted to also have one additional representative in attendance.

8.02 Chair

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

8.03 Meetings

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

8.04 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

8.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

8.06 Stewards

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 9 – GRIEVANCES

...

9.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees as set out in Article 9.06 and disputes under Article 9.03 or 9.07.

For the purposes of this Article, "Employer" means a person designated by the Employer to receive grievances. The phrase "the above expression of the parties' "common interest" refers to the principle set out in the second paragraph of Article 9.01.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with the steward shall discuss the difference in a meeting with the Employer. The steward and the Employer may determine – at the conclusion of the meeting or within an agreed specified time (not to exceed seven (7) calendar days) – that the grievance is resolved or unresolved. Failing joint determination, the grievance is deemed to be unresolved.

Step 2

(A) If the grievance is not resolved through the Step 1 meeting, the Union may submit a written grievance to the Employer within fourteen (14) calendar days after the date that the grievance is determined (or deemed to be) unresolved at Step 1. The grievance must be submitted on the common grievance form (paper or electronic), with all the information required by the form. If submitting the grievance form electronically, the form shall be sent to the email address(es) identified by the Employer for submission of grievances, and the form shall be in .pdf format.

(B) Following receipt of the written grievance, the Employer will provide a written response to the Union within seven (7) calendar days. The response must outline the basis upon which the grievance has been denied. The Union and the Employer will exchange legally permissible relevant documents, in accordance with the above expression of the parties' common interest, and then meet within a further twenty-one (21) calendar days, or as agreed by the parties, to discuss the grievance and attempt to resolve the issue(s).

(C) Within a further seven (7) calendar days of the Step 2 meeting, if the grievance is not resolved, the Employer must provide a written response to the Union in accordance with the above expression of the parties' common interest.

(D) The Union must refer its grievance to the BCHOA within ninety (90) calendar days after the Union receives the Employer's written response under Article 9.02(c).

A settlement of a grievance under Article 9.02 is without prejudice in any other grievance or arbitration unless the Union and HEABC agree in writing that the settlement is with prejudice.

The foregoing grievance procedure (Article 9.02) applies to Employer filed grievances in accordance with past practice (i.e., substitute "Employer" for "Union" and vice versa in the above procedure), other than those grievances set out in Article 9.03 and Article 9.07.

...

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 10 – ARBITRATION

10.01 Reference to the BCHOA and Dispute Resolution Methods

(A) Disputes shall be adjudicated within the following streams, all of which shall be precedent setting, final and binding, unless otherwise agreed:

(1) Expedited arbitration or classification arbitration (as set out in Articles 21 and 22) – the parties to a dispute will be represented by employees of HEABC/HA, and NBA unions.

(2) Full arbitration (matters of mutual significance) – the parties to a dispute may be represented by counsel or otherwise as they may respectively elect.

(B) Either the Union or the Employer and/or HEABC may refer their unresolved grievances through the process in Article 9 to the BCHOA, except as set out in Article 9.10. The party referring the grievance to the BCHOA must do so on the referral form and provide a copy to the other party, either HEABC or the Union as the case may be.

(C) All disputes referred to the BCHOA will be scheduled on a first referred, first heard basis, except as otherwise agreed or as directed by the Registrar.

(D) The BCHOA may determine whether any matter is arbitrable within the terms of the Collective Agreement and settle the question to be arbitrated.

(E) The arbitrator shall not decide a dispute without a hearing. An arbitrator shall have the ability to define the scope and parameters of a hearing, in accordance with an arbitrator's powers under the Labour Relations Code. Each party will have the right to examine all witnesses called to give evidence at the hearing.

(F) On a trial basis, for the life of the 2025 – 2029 Collective Agreement, the parties may, by mutual agreement, seek to have a dispute resolved under the non-precedent-setting Rapid Dispute Resolution Process under Appendix FF.1. The parties to a dispute under this process will be represented by employees of HEABC or its members, and NBA unions.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Page 1 of 1

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.04 Casual Employees

(A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

(1) Sickness relief.

(2) Vacation relief.

(3) Leave of absence relief.

(4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments).

(5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes.

(6) Paid holiday relief.

(7) Overtime owing relief.

(8) Maternity leave relief.

(9) Client Specific Appointments from Home Support Agencies. These assignments are client specific, subject to cancellation without notice, and may be filled within the total discretion of the client. These assignments are deemed to be in compliance with Articles 11.04 (B) through (F) which shall not apply. (See also Appendix 'Q')

(10) Shifts with on-call attached.

...

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(E) Procedure for Casual Call-In

(8) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: unit/department/program or worksite). Any shift, or a block of shifts, or any combination of shifts with on-call attached must be offered and accepted with the on-call. ~~any combination of shifts.~~

Agreed to in Joint Caucus on the 29th day of January, 2026, at 11:34 a.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.04 Casual Employees

…

(L) **Casual Hours Incentive**

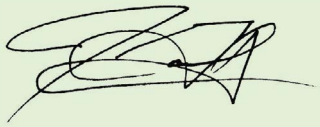
Effective January 1, 2027, casual employees who work six hundred (600) or more cumulative straight-time hours for a single Employer in a calendar year will be entitled to an annual incentive payment of $1000. The annual incentive payment will be increased by $100 ~~$110~~ for each additional one hundred (100) hours of straight-time worked for the Employer beyond six hundred (600) hours, up to a total maximum annual incentive of $2300 ~~$2430~~ for casuals who work at least one thousand nine hundred (1900) cumulative straight-time hours in a calendar year. To be eligible for the annual incentive payment, employees must continue to be employed by the Employer as of December 31 of the relevant calendar year.

For clarity, only straight-time hours worked while holding casual status will be counted towards the cumulative annual threshold.

The parties intend to assess the efficacy of this new incentive structure in encouraging casual employees to work more hours. If this proposal does not achieve its intended effects, the parties will consider reallocating the associated funding in subsequent bargaining rounds.

...

Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC	Signed on behalf of the NBA
	
James Suderman, Employer Spokesperson	Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 13 – SENIORITY

13.06 Seniority Lists

(A) On the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees at the worksite and separate lists showing the seniority of all employees within each Union. The lists shall be electronically posted or where electronical posting is not possible on each Union bulletin board and a copy shall be forwarded to the Head Office of each of the Unions.

The seniority list shall contain the following information:

(i) first name, middle name(s) (where provided by the employee) and last name;

(ii) preferred name, where provided by the employee;

(iii) nurse type (LPN, RN, RPN), where possible;

(iv) job status and posted FTE (regular full-time, regular part-time, casual);

(v) hire dates;

(vi) wage schedule classification;

(vii) increment step;

(viii) last four digits of the BCCNM Nurse ID number (Union copy only);

(ix) anniversary date;

(x) seniority date;

(xi) seniority hours;

(xii) job titles;

(xiii) worksite; and

(xiv) identified unit.

(B) Non-Health Authority Employers/Providence Health Care (PHC) will not be required to manually compile or modify systems to provide increment step and anniversary date.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(C) The Employer will provide each seniority list to the Union in either Microsoft Excel or .csv format provided that it can be done so at no additional cost to the Employer.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 16 – EMPLOYEE EVALUATION

16.03 Records Removed

(A) **Records of Disciplinary Action**

~~Upon request of the employee,~~ All ~~all~~ record of any disciplinary action taken by the Employer, ~~shall,~~ with the exception of suspensions, shall be removed by the Employer from the employee's file and destroyed eighteen (18) months after the date of the incident.

Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of the suspension. All record of any suspension imposed by the Employer shall be removed by the Employer from the employee's file and destroyed eighteen (18) months following the expiry of the suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

(B) **Letters of Expectation**

~~Upon request of the employee, a~~ Each letter of expectation shall be removed by the Employer from the employee's file and destroyed ~~eighteen (18) months~~ twelve (12) months after the date of the letter.

The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 16 – EMPLOYEE EVALUATION

16.0X Employer Investigations

(A) The Employer shall notify the Union when it places an employee on administrative leave further to an investigation that may lead to discipline. As part of this notification, the Employer shall provide the Union and the employee with the nature of the issue requiring an investigation.

(B) The Employer will commence and conclude its investigation in a timely fashion. The Parties acknowledge that the time required to complete an investigation may be affected by contingencies that are beyond the Employer's control.

(C) In the event that the Employer's investigation will be completed more than twenty-one (21) days from the date of the commencement of the investigation, they will notify the Union and identify why the investigation will take more than twenty-one (21) days to complete. The Employer will not be obligated to provide any detail in this notification that the Employer reasonably believes could compromise the investigation.

(D) Upon conclusion of the investigation, the Employer will provide the results of the investigation and any associated disciplinary measures in accordance with Article 9.06 Resolution of Employee Dismissal or Suspension Disputes, and Article 15.04 Employer Terminations.

Agreed to in Joint Caucus on the 19th day of May, 2026, at 2:45 p.m.

Signed on behalf of HEABC

James Sudeman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 17.0X – SHIFT-SELECT POSITIONS

17.0X Shift-Select Positions

The Parties acknowledge that many nurses value flexibility in scheduling, and that flexible scheduling options have the potential to significantly improve work-life balance, job satisfaction, and ultimately, recruitment and retention.

In efforts to both address staffing shortages and provide nurses with greater flexibility and control over their work schedules, the Parties have jointly established the Shift-Select Position ("SSP") scheduling model. This model is premised on regular positions that are not tied to a fixed master work schedule, but rather, are scheduled through nurses selecting shifts during scheduled shift selection periods to make up their regular FTE.

SSPs are designed to be a flexible tool enabling both employers and employees to adopt creative new ways to schedule shifts that meet the needs of both parties. Employees working in SSPs ("SSP Nurses") can select available shifts that are part of the regular baseline needs of a unit/department/program/worksite and relief shifts arising due to the vacancies of other regular employees. This flexibility allows SSPs to operate as a form of enhanced float or relief pool and a new way to staff baseline FTE.

The Parties agree that there are opportunities to leverage existing data on anticipated and unanticipated vacancies, relief not found, overtime usage, agency utilization, and workload exceeding baseline capacity to proactively plan for future staffing needs. Employers may consider such data to assist in determining where the SSP model may be used to achieve more sustainable staffing in a variety of healthcare settings.

In furtherance of the aims outlined above, Employers are permitted to post SSPs which will operate according to the below parameters.

A. Each SSP will be a regular position with a fixed FTE of between 0.4 and 1.0FTE inclusive, and which will be designated to work shifts within one or more prescribed unit(s), program(s), department(s) or worksite(s) (the "work area"). These positions will be posted and filled pursuant to Article 17.01.

B. SSP postings will set out a minimum prescribed number of shifts/hours that must be selected within an established timeframe (the "booking window") for the employee to meet their FTE commitments in each booking window. The posting may specify a minimum number of day, night, evening, and/or weekend shifts/hours that must be selected within each booking window. The booking window will be a period of two to three (2-3) months, or any other duration as mutually agreed by the Employer and the Union at the local level. Once the booking window and minimum number of day, night, evening, and/or weekend shifts/hours

have been established for an SSP Nurse, they may only be changed by mutual agreement.

C. Where two or more SSP Nurses in the same work area wish to vary the minimum number of day, night, evening, and/or weekend shifts/hours that must be worked within the booking window, they may request to reallocate the minimum number of day, night, evening, and/or weekend shifts/hours amongst themselves. Requests for reallocations must be provided to the Employer at least fourteen (14) days prior to the beginning of the shift selection process.

D. An employee working in an SSP (an "SSP Nurse") must select their prescribed number and type of shifts/hours in their work area for upcoming booking windows on a regular basis as established by the Employer.

E. All SSP Nurses will be required to select a minimum of seventy-five (75) hours multiplied by their FTE, during one or a combination of the following peak vacation periods:

(i) Spring Break;

(ii) December 15 – January 5.

For clarity, where an SSP nurse has scheduled vacation time within one of the above-listed peak periods, the vacation time will count towards the minimum hours required to be selected within these peak periods. Spring Break will be the two-week period determined annually by the Parties for the purpose of the Peak Period Restriction under Article 44.02.

F. In units/departments/programs/worksites where there are dedicated relief positions, relief shifts will first be assigned to employees in dedicated relief positions in priority to SSP Nurses. Then SSP Nurses will bid on the vacant shifts. During the SSP shift selection process, SSP Nurses will bid on available shifts in priority to casual employees.

G. The shift selection and schedule creation process for SSP Nurses will be conducted over a three-week period, with SSP Nurses receiving a reasonable timeframe to view and select shifts. Selected shifts will be assigned in seniority order among SSP Nurses. Where SSP Nurses do not receive their full allotment of shifts during the initial selection phase, SSP Nurses will have a reasonable timeframe to reselect from available shifts. The process will be identified and communicated to SSP Nurses in advance. In all cases, the Employer will develop work schedules and provide them to SSP Nurses at least twenty-one (21) days prior to the first day of the upcoming work window.

H. During the shift selection process, SSP Nurses will only be scheduled for the number of shifts required to make up the FTE of their position. SSP Nurses must only select full shifts during the shift selection process. SSP Nurses wishing to work any additional shifts beyond their FTE will follow the ordinary Collective Agreement provisions and processes applying to bidding on additional shifts for regular employees.

I. Where, at the time of shift selection, there are insufficient day, night, evening, or weekend shifts available to an SSP Nurse during an upcoming booking window to meet their established day, night, evening, or weekend shift/hours requirements,

the SSP Nurse will be required to select amongst any remaining available shifts to make up their FTE for the booking window. If there are an insufficient number of total shifts available to enable the SSP Nurse to reach their FTE, then the Employer will offer the SSP Nurse a list of shifts to select from within the work area, which may be supernumerary relief shifts.

J. If an SSP Nurse does not select a sufficient number of shifts/hours to make up their FTE during the shift selection process by the specified deadline, then the Employer may assign the SSP Nurse a sufficient number of shifts/hours within the SSP Nurse's work area to make up their FTE.

K. SSP Nurses are to be treated the same as relief with respect to reassignment. For clarity, where the Employer reassigns an employee, it will be done in a fair and equitable manner. SSP Nurses will not be reassigned any more often than other employees.

L. Where being on-call is a component of the scheduled shifts, the SSP Nurse is required to fulfill the on-call obligations associated with the scheduled shifts.

M. Where one or more calendar statutory holiday falls within a booking window, the rotational statutory holiday(s) will be inserted into the booking window following the periodic shift selection process. The Employer will place the rotational statutory holiday(s) on a day or days within the booking window where the SSP Nurse has not selected a shift.

N. For the purpose of vacation selection only, the SSP Nurse will be assigned a notional line on a master rotation, and their vacation will be selected pursuant to Article 45.04 within the vacation grouping of their master rotation. Where selected vacation days fall within a booking window, the number of shifts/hours that the SSP Nurse needs to select will be reduced by the number of vacation days/hours scheduled and the SSP Nurse will not be permitted to select shifts on their scheduled vacation days. Their required numbers of night, evening, and/or weekend shifts/hours required within the booking window will be reduced aligned with their vacation selection.

O. With the exception of Article 25.08, 25.09(A) and 25.10, Article 25 will not apply to SSP positions. Without limiting the generality of the foregoing, this means, among other things, that shifts scheduled under this SSP process will not be subject to scheduling requirements under Article 25.

P. SSP shifts scheduled under this Article will not incur overtime. However, hours worked in addition to scheduled shifts may be subject to overtime, and the length of each selected shift will be used to determine whether the overtime rules in Article 27.05 or the Memorandum of Agreement Re: Extended Work Day/Compressed Work Week apply for determining entitlement to daily overtime on additional hours. For clarity, SSP shifts scheduled on calendar statutory holidays will be eligible for the pay rates identified in Article 39.03 – Work on a Paid Holiday.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Q. Except as modified by this Article, all terms of the Collective Agreement apply to SSP Nurses and SSPs.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.01 First Consideration

(A) The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.10. The Employer shall provide such reasons within a further fourteen (14) calendar days.

(B) **Non-Specialty Positions**

The parties agree to expedite the filling of vacancies where a Nurse Level 1 or Nurse Level 3 applies on non-specialty vacancies within their same level (N1 to N1 position or N3 to N3 position) and within or across one or more of the enumerated program areas below without the need for an interview process and based on seniority. Applicants must possess the registration, skills and abilities as set out in the job description. Nurses will be provided with the usual unit/ program orientation.

An employee applying on a non-specialty position will be deemed qualified and competent and will not need to go through the interview process where they move within or across the following program areas:

(i) General medical/surgical inpatient units

(ii) Community services (e.g. home health, primary health care, mental health)

(iii) Residential care Nurses choosing to move from residential care to acute care may be required to participate in an informal conversation with the manager of the acute care unit to discuss the prospect for a successful transition.

(C) **Rural/Pediatric**

Where an employee is applying for a vacancy in either a rural or pediatric program, an employee may be required to participate in an interview process.

(D) **Mechanism for management to discuss patient safety and/or practice concerns**

After the position has been awarded to the senior internal N1/N3 applicant, in situations where the work environment and patient population is significantly different than the nurse has experience with, and if the manager has patient safety or practice concerns, the manager will:

(i) Meet the successful applicant, with the union steward, share the concerns and describe the program/unit's usual orientation; and

(ii) Proceed with the orientation, which may include an assessment of the individual's potential for successful transition.

18.02 Filling Vacancies

In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.

The Employer will make all reasonable efforts to place the successful employee in the position within thirty (30) days of the posted start date unless mutually agreed to by the Employer and Union.

...

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

...

18.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars ($200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

Effective the first pay period after April 1, 2026, this provision will apply to employees who move from a Licensed Practical Nursing position to a Registered Nursing or Registered Psychiatric Nursing position.

...

Agreed to in Joint Caucus on the 21st day of May 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION

20.01 Technological Policy

The Parties recognize the potential benefits of technological change, for example Artificial Intelligence ("AI"), in enhancing healthcare delivery.

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation, or modifications to existing technologies), which adversely affects the rights of employees or their wages or working conditions.

20.02 Technological Displacement

(A) **Employee Notified**

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such technological change.

(B) **Union Notified**

(1) The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.

(2) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

20.03 Wages on Reassignment

An employee reassigned to a lower-rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at their current wage rate until the wage rate in the new position equals or exceeds it.

20.04 Lay-Off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-off shall be done in accordance with the provisions of Article 19 – Lay-Off and Recall.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Where the technological change necessitates significant adjustments in job duties that results in lay-off, the Employer will consult with the Union to explore options that enable nurses to maintain secure and meaningful employment.

Agreed to in Joint Caucus on the 21 day of May, 2026, at 4:49 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 23 – JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions.

Any newly developed or modified job descriptions created thirty (30) days following ratification of this Collective Agreement will be gender neutral.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Sudeman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Page 1 of 1

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 25 – WORK SCHEDULES

…

25.12 Three Different Shifts Worked

(Where operations are on a 24-hour continuous basis)

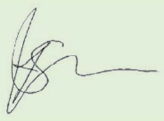
(A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee. Effective the first pay period after April 1, 2028, employees qualifying for time and a half under this paragraph 25.12(A), will be paid at two (2) times the straight-time rate of pay.

(B) On implementation of revised work schedules as outlined in 25.06(A) regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

…

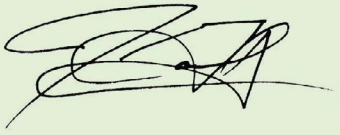
Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 25 – WORK SCHEDULES

…

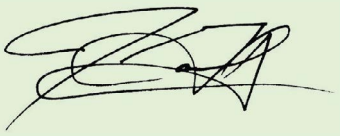
25.08 Insufficient Notice

(A) Should the Employer require a change to an employee's shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at one and one half (1.5) times the straight-time rate of pay for the first two hours of time worked and two (2) times the straight-time rate ~~the applicable overtime rate~~ for all remaining time worked on the first day of the shift posting change. For clarity, this language does not apply to changes to an employee's shift schedule triggering overtime entitlements under Article 39.04(D), which are paid at the overtime rate set out in Article 27.05(C). ~~(Reference Article 39.04(D) Changes in Schedule with Insufficient Notice.)~~

(B) Insufficient notice shall not apply to employees working for home support agencies, except for Field and RN Supervisors.

…

Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC	Signed on behalf of the NBA
	
James Suderman, Employer Spokesperson	Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.03 Meal Periods

(A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 26.03(A) also applies to employees working overtime.

(B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:

(1) the employee is scheduled to work a 7.5 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8.0 hours pay at regular rates;

(2) the employee is scheduled to work a 7.5 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 7.5 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate. Effective the first pay period after April 1, 2028, should the thirty minutes off not be granted, then overtime rates of pay of two (2) times the regular rate shall prevail for the total of the meal period;

(3) in the event an employee in (1) above is recalled to duty during their meal period the provisions of (2) apply.

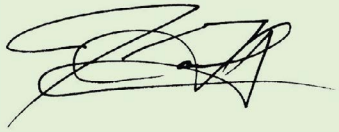
(C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period. Effective the first pay period after April 1, 2028, should the additional continuous time off not be granted, then overtime rates of pay of two (2) times the regular rate shall prevail for the total of the meal period.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 Overtime. Effective the first pay period after April 1, 2028, the maximum overtime rates of pay for meal periods shall be two (2) times irrespective of the rates expressed in Article 27 Overtime.

[*for clarity, this proposal replaces the agreed-to changes to Article 26.04 under the May 21 tentative agreement]*

Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC	Signed on behalf of the NBA
	
James Suderman, Employer Spokesperson	Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.03 Meal Periods

(A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, 26.03(A) also applies to employees working overtime.

(B) When an employee is designated either expressly or implicitly to be available for work during a meal period and:

(1) the employee is scheduled to work a 7.5 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8.0 hours pay at regular rates;

~~(1)~~ (2) the employee is scheduled to work a 7.5 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 7.5 hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate. Effective the first pay period after April 1, 2026, should the thirty minutes off not be granted, then overtime rates of pay of two (2) times the regular rate shall prevail for the total of the meal period;

~~(2)~~ (3) in the event an employee in (1) above is recalled to duty during their meal period the provisions of (2) apply.

(C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate shall prevail for the total of the meal period. Effective the first pay period after April 1, 2026, should the additional continuous time off not be granted, then overtime rates of pay of two (2) times the regular rate shall prevail for the total of the meal period.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 27 Overtime. Effective the first pay period after April 1, 2026, the maximum overtime rates of pay for meal periods shall be two (2) times irrespective of the rates expressed in Article 27 Overtime.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 27 – OVERTIME

27.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

(A) Up to the time when paragraph (D) below comes into effect, ~~Overtime~~ overtime at the rate of time and one-half (1.5) shall be paid on the following basis:

(1) for the first two (2) hours in excess of the normal daily full shift hours as defined by Article 26.01 Hours of Work;

(2) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 26.01 Hours of Work.

(B) Overtime at the rate of double (2 times) shall be paid on the following basis:

(1) for all hours worked in excess of those worked in (A)(1) above

(2) for all hours in excess of those worked in (A)(2) above;

(3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:

a)

(i) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

(ii) in excess of six (6) consecutive shifts where the shift length is between seven and one-half (7.5) and eight (8) hours.

(iii) in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.

(iv) in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven and one-half (7.5) and eight (8) hours in length.

b) more than 225 straight time hours over the course of three (3) consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

(C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:

(1) for all overtime hours worked on a calendar paid holiday;

(2) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days' notice.

(D) Effective the first pay period after April 1, 2028, all hours worked as described in 27.05(A)(1) and (2) above will be paid at double time rates.

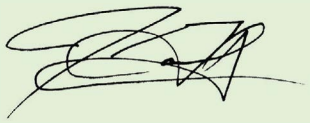
Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 27 – OVERTIME

27.07 Overtime By Seniority

~~Where a Health Authority/PHC has implemented automated call-in technology, overtime~~ Overtime that is pre-booked greater than forty-eight (48) hours in advance of the shift will be offered by seniority order.

For Employers other than Health Authorities and PHC, this provision will take effect on April 1, 2027.

Agreed to in Joint Caucus on the 13th day of May, 2026, at 6:37 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 28 – PREMIUMS

28.01 Evening and Night Shift Premium

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked during the evening or night shift.

(A) ~~Effective April 1, 2022, the evening shift premium shall be $1.05 per hour.~~ Effective April 1, 2023, the evening shift premium shall be $1.40 per hour.

Effective the first pay period after April 1, 2026, the evening premium shall be $1.90 per hour.

Effective the first pay period after April 1, 2027, the evening premium shall be ~~$2.15~~ $2.20 per hour.

~~Effective the first pay period after April 1, 2028, the evening premium shall be $2.32.~~

(B) ~~Effective April 1, 2022, the night shift premium shall be $4.25 per hour~~. Effective April 1, 2023, the night shift premium shall be $5.00 per hour.

This Provision is not applicable to certain Employers: see Article 25.07(H).

28.02 Weekend Shift Premium

Effective April 1, 2022, an employee shall be paid a weekend premium of $2.90 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective April 1, 2023, the weekend premium will be increased to $3.50.

This Provision is not applicable to certain Employers: see Article 25.07(H).

…

28.05 Regular Premium

Effective April 1, 2023, all regular employees will be paid a premium of $2.15 per hour for each hour worked excluding overtime.

Effective the first pay period after April 1, 2026, the regular premium will be increased to $3.00 per hour for each hour worked excluding overtime.

Effective the first pay period after April 1, 2027, the regular premium will be increased to ~~$3.20~~ $3.55 for each hour worked excluding overtime.

~~Effective the first pay period after April 1, 2028, the regular premium will be increased to $3.60 for each hour worked excluding overtime.~~

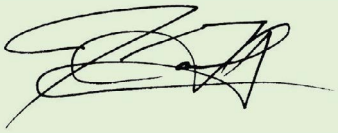
Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 28 – PREMIUMS

28.06 OR/PAR/ER/ICU/CCU/NICU/PICU Premium

~~Effective April 1, 2023,~~ Regular Level 3/4/5 nurses ~~employees~~ who are permanently assigned to one of the following departments ~~employed in~~:

(i) Operating Room and Post Anaesthetic Room (OR/PAR) ~~with permanently assigned staff~~;

(ii) Emergency Departments (ER) including emergency psychiatric services, ~~with permanently assigned staff~~;

(iii) Intensive Care/Critical Care Units (ICU/CCU) including Neonatal/Pediatric Intensive Care Units (NICU/PICU); ~~with permanently assigned staff.~~

will receive an additional premium of $2.00 per hour for each hour worked in the eligible department.

Effective the first pay period following April 1, 2026, Level 1 nurses permanently assigned to the operating room and Level 1 nurses permanently assigned to emergency departments as orthopaedic technologists will be eligible to receive this premium.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 29 – ON-CALL, CALL-BACK AND CALL-IN

…

29.04 Call-Back

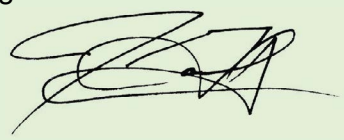
(A) **Compensation**

(i) Return to provide care: Employees called back to work after the completion of their shift or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 27.05 for each separate call-back.

(ii) Telephone call back: A nurse who responds to a call from the worksite about a patient-related concern or from a client by telephone without attending at the office or at the home of the client will be compensated at one and one half (1.5x) times the normal rate of pay for thirty (30) minutes for each call from a worksite or client regardless of the duration, or for the duration of the call if the call exceeds thirty (30) minutes. Effective the first pay period after April 1, 2028, the employee will be compensated at two (2) times the straight-time rate of pay for telephone callbacks as described above.

…

Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC	Signed on behalf of the NBA
	
James Suderman, Employer Spokesperson	Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the ~~j~~Joint Occupational Health and Safety Committee ("JOHSC") in promoting a safe and ~~healthful~~ healthy workplace.

The improved effectiveness, streamlined and singular report mechanisms of the ~~Joint Occupational Health and Safety Committee ("JOHSC")~~ will have benefit to overall workplace safety and well-being, including improved claims management.

The Employer shall establish a JOHSC at all worksites as determined by the *Workers Compensation Act*. The Employer will also consider requests from the Union to establish either a JOHSC where there are less than twenty (20) employees or assign the worksite to an existing JOHSC.

The Employer will consult with the Union Representative when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act* and Occupational Health and Safety Regulation.

Each JOHSC shall govern itself in accordance with the provisions of the *Workers Compensation Act* and applicable Occupational Health and Safety Regulations and shall be comprised of equal representation from the Employer and the Union, with each party appointing its own JOHSC Members. JOHSC Members appointed by the Union shall be chosen by the Union membership or appointed by the Union. In accordance with the *Workers Compensation Act* and Occupational Health and Safety Regulation, each JOHSC must establish its own rules of procedure, including rules respecting how it is to perform its duties and functions.

NBA JOHSC Members (or alternates) will be provided time during work that is reasonably necessary to prepare for JOHSC meetings, and shall be released from their regular duties to attend JOHSC meetings and perform related duties and functions as set out in the *Workers Compensation Act*. The Employer will reassign the work that would otherwise have been performed by the NBA JOHSC Member. This may include replacement of the employee.

As outlined in the *Workers Compensation Act,* JOHSC Members shall be provided with adequate training and orientation regarding the duties and responsibilities of JOHSC Members to allow the Members to fulfil those duties competently. Such training and orientation shall take place within six (6) months of the Member joining the JOHSC.

Where the JOHSC is conducting an incident investigation involving an NBA member, the designated NBA JOHSC Member (or alternate) shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the NBA JOHSC Member for the duration of the

investigation. This may include replacement of the employee. Where an investigation is scheduled outside the NBA JOHSC Member's regular hours, the Member will be paid at the applicable rate of pay.

~~Within sixty (60) days of ratification, the parties agree to jointly request that SWITCH BC develop a universal format for JOHSC minutes and pursue the development of OH&S curriculum to improve JOHSC effectiveness within twelve (12) months of ratification.~~

Health Authorities and Providence Health Care (PHC) will continue to onboard to the OHS Resource Centre. Once onboarded to the OHS Resource Centre, Health Authorities/PHC will provide direction to JOHSCs to utilize the OHS Resource Centre to record meeting minutes and maintain other applicable records.

Once onboarded to the OHS Resource Centre, Health Authorities/PHC will provide the minutes of each JOHSC meeting through the OHS Resource Centre, not withstanding that they may also be maintained in other database systems.

~~Once per month,~~ Where an Employer has not been onboarded to the OHS Resource Centre, the Employer will make available to the Union, in electronic format, once per month, the minutes of each JOHSC meeting, including but not limited to appendices, decisions, recommendations, reports, data and investigations reviewed~~.~~

The JOHSC may request from the Employer information necessary to complete its duties and functions of the JOHSC outlined in the *Workers Compensation Act*. This information may include but is not limited to, incident and injury investigation reports, workplace hazard reports, employer safety inspection reports, exposure control plans, safety policies, procedures and practices, violence risk assessments, security incident reports, Code White / advanced team response reports, and regulatory inspections and orders related to employee occupational health and safety. Such information will be provided in a timely manner and will not be unreasonably withheld.

Every six (6) months, until such time as the health authority/PHC's JOHSCs have onboarded onto the OHS Resource Centre, the Employer shall provide to the Union, in ~~electronic format~~ Microsoft Excel or .csv, the following data:

- a list of all active Joint Occupational Health and Safety Committees;
- the areas that each committee is responsible for (such as facility, units or programs);
- where and when each committee meets;
- the names, positions, and committee appointment dates for all NBA members;
- the date each member received education as per the OHS Regulation and additional education referred to in the Collective Agreement or provided by the employer relating to occupational health and safety.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

With the exception of Providence Health Care (PHC), Affiliate Employers may continue to provide this data in an electronic format other than Microsoft Excel or .csv.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 12:51 a.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.03 Safe Workplace

(A) The Employer and employees recognize the need for a safe and ~~healthful~~ healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.

~~(B) An employee performing a visit to clients in the community may request to be accompanied by a member of the inter-disciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.~~

~~(C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.~~

~~(D) It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.~~

(B) ~~(E)~~ The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products. Nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population shall also be provided with orientation, job shadowing, and/or in-service where necessary for a minimum period of three (3) weeks including:

- job shadowing with an experienced nurse,
- familiarization with available patient resources,
- development of environmental assessment skills,
- orientation with client population,

- development of appropriate ~~behavioral~~ behavioural care plans, and
- policies for safe client visits.

The Employer will make readily available ongoing and updated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

~~(F) Employers agree to provide employees with violence prevention training~~ based ~~on the program that was originally designed by the Provincial~~ Violence ~~Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence~~ risk ~~assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units~~ or ~~worksites. The Employer will regularly provide Joint Occupational Health~~ and ~~Safety Committees (JOHSC) with the worksite violence prevention training rates~~. ~~The Employer will provide the appropriate level of refresher training~~ to all ~~employees on an annual basis. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02. The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines~~.

(C)~~(G)~~ The Employer will provide OHS supervisory training and annual refresher training to employees ~~to any nurse~~ whose ~~job duties~~ perform supervisor duties as defined in the *Workers Compensation Act*. ~~include supervision and/or direction and annual refresher training.~~ This training will be considered a compulsory in-service in accordance with Article 35.02. This training will include knowledge of the *Workers Compensation Act*, Occupational Health and Safety Regulation, and its standards, policies, and guidelines applicable to supervisory roles, including the roles and responsibilities of a supervisor.

~~The Employer will provide the necessary training to employees who are commencing work in a supervisory role.~~

(D) ~~(I)~~ If employees are or may be exposed to biological agents, chemicals or substances, including but not limited to illicit drugs, street drugs, and any substances with unknown or inconsistent composition, regulated and unregulated substances, while performing their duties, the Employer will complete a risk assessment and, in consultation with the JOHSC, implement controls to eliminate or minimize the identified risk. Controls may include, but are not limited to:

- Creating a site-specific exposure control plan in compliance with OHS Regulation exposure control plan requirements.
- Determining the education and training required to control worker exposure risks.
- Providing personal protective equipment (PPE) and education/training to employees on the safe use of the required PPE.

If an employee is concerned about how the Employer is managing the risk, the employee will raise their concern with their supervisor, the Joint Occupational

Health and Safety Committee, or through the Employer OHS reporting process for follow up.

(E)~~(J)~~ Biological exposure control plans will be informed by WorkSafeBC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle as defined by WorkSafeBC.

(F)~~(K)~~ No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and Occupational Health and Safety Regulation.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.05 Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents.

The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay. Employee participation in critical incident support is voluntary.

The Employer will consult with an employee who has suffered a work-related, traumatic incident as defined above, and can:

- release an employee for the remainder of their shift without loss of pay and
- provide transportation to medical care or to the employee's home if the employee is unable to travel safely on their own.

Agreed to in Joint Caucus on the 13th day of May, 2026, at 6:44 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Page 1 of 1

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.06 Psychological Health & and Safety

The Employer and the Union agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.

The Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall continue their implementation of the Canadian Standards Association (CSA) Psychological Health and Safety Standard in all of their workplaces.

Health Authorities and ~~Providence Health Care~~ PHC shall regularly communicate their implementation of the CSA Psychological Health & and Safety Standard to their employees in Employer worksites.

The Employer and Union agree that the thirteen (13) psychological factors, as defined in the CSA Psychological Health and Safety Standard are:

- Organizational Culture
- Psychological and Social Support
- Clear Leadership & and Expectations
- Civility & and Respect
- Psychological Demands
- Growth & and Development
- Recognition & and Reward
- Involvement & and Influence
- Workload Management
- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

The Health Authorities and PHC's implementation of the Standard will reflect future amendments to the Standard.

The Employer and Union agree that each of these factors must be assessed and, where necessary, improved in an ongoing manner in order to establish and maintain psychologically safe workplaces.

The Employer and Union recognize the role of ~~Joint Occupational Health and Safety committees~~ (JOHSC) in supporting psychologically healthy and safe workplaces. Therefore the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

In accordance with the CSA Psychological Health and Safety Standard, Health Authorities and PHC will make available information and education on workplace factors affecting psychological health and safety, including how to reduce hazards and risks that may cause psychological harm and how to enhance factors that promote psychological health and safety.

~~Within 120 days of ratification, the Employer and Union agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop standardized resources and education are developed in consultation with the Union to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces.~~

The Parties agree to participate with SWITCH BC in the development of suitable standardized resources to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces. The Parties recognize that these resources are meant to be consistent with the Standard and focus on prevention measures, including the identification, evaluation, and control of workplace psychological hazards.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 12:47 a.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.07 Sexual and Domestic Violence

(a) The Employer will revise or develop a policy to address sexual and domestic violence at the workplace. The policy will be made accessible to all employees within one hundred and eighty (180) days of ratification. The policy will include the following elements:

(i) Identify the process for reporting sexual and domestic violence,

(ii) A commitment to take appropriate action, which may include the creation and implementation of individualized safety plan(s) for impacted employee(s),

(iii) Protect employees' confidentiality and privacy, as required, while ensuring workplace safety for all, and

(iv) Ensure no adverse Employer action is taken against an employee for reporting sexual or domestic violence in good faith.

(b) Where the Employer becomes aware of sexual or domestic violence that may put an employee or employees at risk at the workplace, the Employer will conduct a risk assessment and where a risk is identified, will develop an employee-centred safety plan, including appropriate safety measures in accordance with the OHS Regulation.

(c) The Employer will indicate how to access available Employer supports and resources, and community resources. Employer supports and resources will reflect the principles of trauma-informed care to reduce unintentional re-traumatization.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 12:47 a.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

32.08 Violence Risk Mitigation

(A) It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.

(B) Where a risk of injury to employees from violence may be present in accordance with the provisions of the legislation and Occupational Health and Safety Regulation, the Employer will carry out a risk assessment, establish and document appropriate measures to eliminate or, where that is not possible, minimize risk, and communicate those risks and measures to employees.

(C) When the Employer is aware that a patient/resident/client/visitor has a history of violent behaviour, including violent conduct, weapon use, or threatening statements and behaviours, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for violent behaviour. When the Employer is aware of violence-related risks before admission, transfers, reassessments, changes in presentation and care transitions between departments, units, facilities or employers, the Employer will have a process to inform those employees who may be exposed to the risk of violence. The Employer will provide in-services and/or instruction to employees who may be exposed to the risk of violence.

(D) An employee performing a visit to clients in the community may request to be accompanied by a member of the interdisciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

(E) In accordance with the *Workers Compensation Act*, following a reported workplace violence incident the Employer will investigate that incident, and ensure that any necessary corrective actions are taken and communicated to the affected employee(s).

(F) Employers agree to provide employees with violence prevention training based on the program that was originally designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk

assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide JOHSC with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02. The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 33 – LEAVE – COMPASSIONATE

33.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, step-child, current or former foster child or ward, child-in-law, parent (or alternatively step-parent or foster parent), sibling, step-sibling, parent-in-law, sibling-in-law, parent's sibling or their spouse, grandparents, grandchild, legal guardian and any person who lives with an employee as a member of the employee's family.

If a member of an employee's family (as outlined in the list above) has been notified that death is imminent, the employee may use compassionate leave under this Article prior to the event of death. For clarity, "imminent" means the immediate family member has been admitted to hospice care, has been approved for medical assistance in dying (MAID), or has been advised by a physician that death is expected within three (3) months.

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for five (5) work days. Effective sixty (60) days following the ratification of the 2025-2029 Collective Agreement, compassionate leave of absence with pay will be granted for six (6) work days. The six (6) work days do not need to be consecutive.

33.03 Leave – Without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay. (Reference Article 43 Leave – Special.)

[consequential amendments to MOA Re: Extended Work Day/Compressed Work Week]

...

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ARTICLE 33 – LEAVE – COMPASSIONATE

33.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for thirty seven point five (37.5) working hours. Effective sixty (60) days after the ratification of the 2025-2029 Collective Agreement, compassionate leave of absence with pay will be granted for forty-five (45) working hours.

...

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 37 – LEAVE – GENERAL

The Parties recognize and affirm the fundamental right of all employees to have their personal information, circumstances, and employment status treated with dignity, respect, and confidentiality. In particular, the Parties agree that the privacy of employees should be maintained when they are on any form of leave contemplated by the Provincial Collective Agreement.

Effective April 1, 2028, the Employer shall ensure that Employer administrative processes, such as completing timesheets, schedules, or other records, are designed in a way that employee's leave type or related personal information is protected and not unnecessarily disclosed to individuals who do not have a legitimate need to know.

37.01 Application

An employee granted any unpaid leave of absence totaling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or pension plans, provided the employee continues to remit their contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 44.01(G) – Leave – Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

37.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least eight (8) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request at least forty-eight (48) hours prior to the commencement date of the requested leave. However, where the employee submits the leave request with greater than twenty-one (21) days' notice, the Employer will provide its written response within ten (10) days of receiving the request. Where a request for leave is not granted, the Employer will, at the request of the employee, provide the reason(s) in writing.

37.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 – Anniversary Date and Increments.)

~~37.04 Domestic and Sexual Violence Leave~~

~~(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:~~

~~(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;~~

~~(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and~~

~~(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.~~

~~(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.~~

~~(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.~~

~~(D) Casual employees will not be required to be available for shifts as outlined above.~~

~~(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.~~

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

ARTICLE 37 – LEAVE GENERAL

37.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes, parental leave, and reservists leave. (Reference Article 12 – Anniversary Date and Increments.)

...

37.0X Reservists' Leave – Canadian Armed Forces

Employees who are reservists in the Canadian Armed Forces are entitled to an unpaid leave absence for training, and when deployed to an operation inside Canada that will be aiding in dealing with an emergency or its aftermath or deployed to an operation outside Canada, including any pre-deployment or post-deployment activities.

An employee must request the leave in writing and provide the dates the leave is to begin and end:

(A) In the case of a deployment, the employee must provide such notice four (4) weeks before the leave is to begin, if possible, or as soon as is practicable, and keep the employer informed of changes to the length of the deployment which in turn affect the length of the leave.

(B) In the case of training, the employee must provide such notice four (4) weeks before the leave is to begin. As prescribed by the Reservists' Leave Regulation, as may be amended from time to time, the total amount of leave available for the purposes of training shall not exceed twenty (20) days per calendar year.

Reservists' leave is available to all eligible employees regardless of how long they have been employed and is non-discretionary. Regular employees taking such leave will continue to accrue seniority.

Agreed to in Joint Caucus on the 19th day of May, 2026, at 2:45 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 42 – LEAVE – SICK

...

42.06 Expiration of Sick Leave Credits

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence ~~until they are in receipt of long-term disability benefits~~. Such employees may elect to have their banked overtime and/or accrued vacation leave credits paid out. (Reference Article 37 Leave – General and ~~Article 46.05~~Article 60 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance).

...

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Page 1 of 1

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 42 – LEAVE – SICK

...

42.09 Appointments

~~(A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for their normal off-duty hours.~~

~~(B)~~ (A) Where medical and/or dental appointments cannot be scheduled outside of the employee's working hours, sick leave with pay shall be granted. In such case, the employee must give the Employer as much notice as possible.

~~(C)~~ (B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.

~~(D)~~ (C) The employee will be required to furnish proof of need in both (A) and (B) above.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 42 – LEAVE – SICK

42.07 Leave – Workers' Compensation

(A) **Entitlement to Leave**

An employee shall be granted workers' compensation leave with net pay in the event that the Workers' Compensation Board (WorkSafeBC) determines that the employee has established a claim ~~(time~~ wage loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of workers' compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The calculation of net pay must be established and placed in the employee's disability management case file once the claim is filed. Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums shall be taken into account when calculating "regular net take-home wages".

The term claim will not include any form of WorkSafeBC allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WorkSafeBC arising from this claim.

Where WorkSafeBC reopens a claim for which an employee is in receipt of permanent partial disability benefits, the employee will be eligible for net pay.

(B) **Reimbursement to Employer**

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(C) **Benefit Entitlement**

When an employee is on a WorkSafeBC claim all benefits of the Agreement will continue to accrue. However, an employee off work on WorkSafeBC claim shall receive net wages as defined by (A) above, and benefits equaling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will continue to accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

Where an employee suffers an injury/illness due to workplace violence, the employer will maintain the employee's benefits and wages until the claim is adjudicated.

(D) **Approval of Claim**

When an employee is granted sick leave with pay and workers' compensation leave is subsequently approved for the same period it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(E) **Continuation of Employment**

Employees who qualify for workers' compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period while they are under an approved WorkSafeBC claim or awaiting adjudication of a claim, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 & Article 19.

(F) **Emergency Appointments**

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work-related incident covered by WorkSafeBC, shall be paid for from the employee's accumulated sick leave credits. Where WorkSafeBC approves a claim for the same period, the sick credits will be replenished.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 43 – LEAVE – SPECIAL AND PERSONAL

43.01 Special Leave

(A) Accumulation

An employee shall earn special leave credits with pay up to a maximum of twenty (20) days at the rate of one-half (0.5) day every four (4) weeks. Special leave shall be granted to a maximum of the accumulated leave at the time the special leave is taken.

Notwithstanding the foregoing, employees with accumulated special leave credits in excess of one hundred and fifty (150) hours (20 days X 7.5 hours) as of the first pay period following June 5, 2006, shall retain the accumulated balance to their credit. Where this accumulated credit exceeds one hundred and fifty (150) hours, no further credit shall be earned until the accumulated balance is reduced below one hundred and fifty (150) hours, in which event the accumulation of special leave credits shall be reinstated, but the accumulated balance shall not again exceed one hundred fifty (150) hours.

(B)Application

Special leave shall be granted as follows:

(1) marriage leave – five (5) days;
(2) parental leave – five (5) days;
(3) to provide care to an immediate family member who has a serious illness up to two (2) days at one time;
(4) (1) to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to one (1) working day per calendar year;
(5) (2) leave of one (1) day may be added to ~~five (5)~~ six (6) days compassionate leave;
(6) (4) leave of one (1) day may be taken for travel associated with compassionate leave;
(7) (3) leave of up to three (3) days for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.
(8) (4) Effective April 1, 2027, leave of up to one (1) day may be taken for attendance at the employee's Canadian citizenship ceremony, with a maximum of one (1) day per lifetime.

With the following consequential amendments to MEMORANDUM OF AGREEMENT Re Extended Work Day/Compressed Work Week

ARTICLE 43 – LEAVE – SPECIAL AND PERSONAL

(B) Application

Special leave shall be granted as follows:

(1) marriage leave – thirty-seven point five (37.5) hours;

(2) parental leave – thirty-seven point five (37.5) hours;

(3) to provide care to an immediate family member who has a serious illness up to fifteen (15) hours at one time;

(4) to assist an immediate family member who has a serious or potentially life-threatening illness with obtaining health education related to the serious or potentially life-threatening illness up to seven point five (7.5) working hours per calendar year;

(5) leave of seven point five (7.5) hours may be added to ~~five (5)~~ six (6) days compassionate leave;

(6) leave of seven point five (7.5) hours may be taken for travel associated with compassionate leave;

(7) leave of up to twenty two point five (22.5) hours for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

(8) Effective April 1, 2027, leave of up to seven point five (7.5) hours may be taken for attendance at the employee's Canadian citizenship ceremony, with a maximum of seven point five (7.5) hours per lifetime.

Agreed to in Joint Caucus on the 21st day of May, 2026, at _2:30 a.m

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 43 – LEAVE – SPECIAL AND PERSONAL

43.02 Personal Leave

Preamble

~~The parties agree to create a leave structure that better reflects the realities of the lives of working nurses.~~

The parties agree to the continued application of the full joint interpretation on personal leave signed April 1, 2023, a portion of which is reflected in the language below. In the event that anything contained in this article is found to conflict with the language of the joint interpretation on personal leave signed April 1, 2023, the language of the joint interpretation will take precedence.

~~Effective January 1, 2023 and on each January 1 thereafter –~~ All regular full-time and part-time employees will receive two (2) personal leave days per calendar year. Such personal days are subject to operational requirements and the following:

(A) Personal leave days can be attached to other leaves of absence, including vacation and paid statutory holidays.

(B) Where an employee voluntarily accepts work during scheduled personal leave, the scheduled personal leave will be considered taken and will be paid out at straight time hourly rates. The employee will be entitled to overtime at the rate of double the employee's regular rate of pay for the hours they work during the scheduled personal leave.

(C) Employees on a leave of absence as of January 1st will not be eligible for or be awarded personal leave days for that calendar year. Employees who were otherwise eligible but who were on a leave of absence as of January 1st, and who return from that leave of absence in the latter six months of the calendar year, will receive one (I) personal leave day for that calendar year. No more than two (2) personal leave days may be awarded to an individual in a calendar year.

(D) Personal leave may not be banked or carried over to the next calendar year. Any personal leave not scheduled and taken by December 31st of each year will be paid out at straight time hourly rates. Personal leave days are not paid out upon termination or resignation of employment.

(E) Payment for individual days shall not be pro-rated for part-time employees.

An employee may take personal leave with less than 24 hours notice before the start of the shift only in circumstances where it is necessary to address an urgent and unanticipated matter (a "Short Notice Leave"). Short Notice Leaves will not be subject to

operational requirements. The employer may require an employee seeking a Short Notice Leave to establish that it was used to address an urgent and unanticipated matter.

A casual employee who has their status temporarily changed from casual to regular pursuant to Article 17.02 or 17.03, and whose appointment is at least six (6) consecutive months in length, is entitled to personal leave days. When a Temporarily Appointed Casual employee's status changes from regular back to casual, any personal leave not taken will remain available to the employee should they return to regular status later in the same calendar year. Unused personal leave will be paid out at straight time rates at the end of the year in accordance with the Joint Interpretation on Personal Leave signed April 1, 2023.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 44 – LEAVE – UNION

44.01 Union Leave of Absence

An employee on an unpaid union leave of absence shall have their wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this article will provide the Employer with as much advance notice as possible of the dates of the leave.

For leave requests that are subject to operational requirement, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.

Where there are less than fifteen (15) regular employees at a worksite at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to one (1) employee for the purpose of conducting Union business. This would be an additional person on Union leave at worksites where the position of the Union President or Council member has been backfilled for the duration of their term of office.

Within fourteen (14) days of the leave request being made, the Employer shall grant a leave of absence without pay to an employee who is a member of the Union and who is:

(A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.

(B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.

(C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.

(D) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.

(E) selected by the Union or its members as a delegate to attend regional Bargaining Conference.

(F) appointed or elected to special or standing committees of the Union or for the purposes of conducting Union business. A leave of absence granted under this category shall be subject to the operational requirements of the worksite.

(G) union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 37.

(H) an employee who holds the position of full-time president or Council members with the Union shall be granted a leave of absence without pay for the period during which they hold the position.

(I) an employee who is elected or appointed to serve as President or in an equivalent full-time leadership role of a provincial, national or international union, federation, or labour organization affiliated with the NBA shall be granted a leave of absence for the full duration of their term of office.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave, and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, group life and LTD while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to their former position with the Employer, and shall be provided with an adequate period of orientation upon their return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

44.02 Peak Period Restrictions

In order to facilitate the granting of vacation, union leave pursuant to Article 44.01(F) will not be granted during the following peak periods:

(a) June 25 – September 8

(b) Spring Break

(c) December 15 – January 5

Notwithstanding the above, where Union Leave is applied for by the Chief Executive Officer of the Union on behalf of its members, the leave will be granted using all reasonable efforts.

Agreed to in Joint Caucus on the 13th day of May, 2026, at 6:37 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 47 – ~~WORKERS' COMPENSATION~~

LEAVE – INDIGENOUS CHILD CARE

~~(A) All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 42 – Leave – Sick)~~

Effective April 1, 2026, an employee who has an established relationship with an Indigenous child or has a cultural or traditional responsibility towards an Indigenous child and who is authorized to provide daily care for the Indigenous child in place of the child's parent(s) by either:

(A) an Indigenous governing entity; or

(B) the Ministry of Children and Family Development (specifically as a kinship care provider).

may request up to sixty-two (62) consecutive weeks of unpaid leave to provide care of the Indigenous child and to ensure familial, cultural, and community continuity. Upon request, employees will be granted leave. For clarity, an employee who is a foster caregiver of an Indigenous child does not qualify for this leave unless the employee has also been authorized to care for the child specifically under (A) or (B) above.

An "Indigenous child" means a person:

- who is under nineteen (19) years of age, and
- who is a First Nations child, a Metis child, or an Inuit child, and includes:
  - a child who has a biological parent who is of Indigenous ancestry and who considers themselves to be Indigenous, or
  - a child who an Indigenous governing body confirms is a child belonging to an Indigenous community.

An employee who intends to return to work on or before completion of the (sixty-two) 62 consecutive weeks leave will notify the Employer as soon as possible but no less than fourteen (14) days' notice of their return. Upon return to work, the employee will continue in their former position.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Employees taking leave under this provision will be deemed to have continuous employment and will receive any benefits and accruals that they would be entitled to if they were on maternity or parental leave (excluding any supplemental employment benefits).

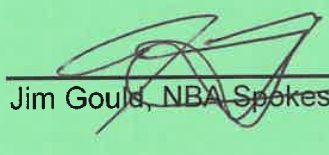
Agreed to in Joint Caucus on the 20th day of May, 2026, at 12:28 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 49 – PENSION PLAN

49.01 Municipal Pension Plan

Regular employees (including employees in temporary appointments or temporary positions) shall be covered by the provisions of the Municipal Pension Plan. All regular employees shall be entitled to join the Pension Plan after three (3) months of employment and shall continue in the Plan as a condition of employment. (Reference Article 51 – Portability.)

Notwithstanding the foregoing, new regular part-time employees who are hired may, at the time of hiring, decline being covered by the Municipal Pension Plan for the period of their regular part-time employment.

Employees shall be eligible for enrollment in the Municipal Pension Plan in accordance with the provisions of the Plan and the Municipal Pension Plan Rules. As at the date of ratification of this collective agreement the Municipal Pension Plan Rules provided the following:

> ~~A temporary employee who has been employed in a continuous full-time capacity with the same Employer for a period of twelve (12) months, shall be enrolled in the Plan as a condition of employment.~~
>
> Casual employees who have completed two (2) years of continuous employment with earnings from the Employer of not less than thirty-five (35) percent of the year's maximum pensionable earnings in each of two (2) consecutive calendar years shall be enrolled in the Plan as a condition of employment, unless the employee gives the Employer a written waiver not more than ninety (90) days after the date the Plan begins to apply to the employee.

[The above amendments do not alter and are intended to reflect the terms of the parties' settlement agreement, dated September 19, 2025, which remains in effect.]

Agreed to on the 19th day of May, 2026, at 2:45p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 54 – ISOLATION TRAVEL ALLOWANCE

~~Effective April 1, 2023 employees~~ Employees shall be paid a lump sum isolation travel allowance of one hundred and fifty dollars ($150) per month provided that:

(i) they are employed by employers who are situated in the locations listed below; and
(ii) they work in the locations listed below.

Alert Bay	Fort St. James	Port Alice
Alexis Creek	Fort St. John	Port Hardy
Anaham	Fraser Lake	Port McNeill
Atlin	Gold River	Pouce Coupe
Bamfield	Grand Forks, Kettle Valley*	Prince Rupert
Bella Bella (Waglisla)	Hazelton	~~Daajing Giids~~
Bella Coola	Hope*	Smithers
Blue River	Houston	Sointula*
Boston Bar*	Hudson Hope	Sparwood
Burns Lake	Kaslo	Stewart
Chetwynd	Kitimat	Tahsis
Daajing Giids	Kyuquot	Tatla Lake
Dawson Creek	Lillooet	Terrace
Dease Lake	Lytton*	Texada Island*
Edgewood	MacKenzie	Tofino
Elk Valley	Masset	Tumbler Ridge
Elkford	McBride	Ucluelet*
Fernie	Nakusp	Valemount
Fort Nelson	New Denver	Vanderhoof
		Zeballos*

Effective April 1, 2027, the communities denoted above by an asterisk (*) will be entitled to the isolation travel allowance as outlined above.

~~The parties will meet to discuss what principles might be developed for eligibility on this list and may make joint recommendations with respect to the modernization of this list (e.g. removing or adding certain communities) in advance of the next round of collective bargaining.~~

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 56 – PAYMENT OF WAGES

...

56.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement. Health Authorities and PHC will issue retroactive payments of General Wage Increases to current employees within one-hundred twenty (120) days of the ratification of the Collective Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

Where an employee requests an explanation of the calculation of their retroactive payments, the Employer will provide the employee with a statement of wages consistent with Article 56.04.

...

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 59 – PROFESSIONAL RESPONSIBILITY CLAUSE

~~*Note: This language is not operational until ratification of the next Collective Agreement. See Appendix KK Memorandum of Agreement re Professional Responsibility Process*~~

Given the time since this language was operational, various aspects of the following provision are not currently in place and/or are outdated. Prior to recommencing this process, the Parties will work together starting no later than sixty (60) days of the ratification of the 2025-29 Collective Agreement to develop the required education, documents, terms of reference, etc. and identify and revise this Article to realign and modernize the language to ensure the process facilitates an efficient, productive and collaborative process for nurses raising meaningful professional responsibility concerns. The Parties will complete this work and this provision will be operative on or by November 30, 2026.

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

In order to facilitate this collaborative relationship, the Union and the Employer agree to deliver Professional Responsibility Form ("PRF") education to participants as determined by the parties. This education will be based on a mutually agreed curriculum and co-facilitated by the Employer and the Union.

The following problem-solving process will address nursing practice conditions and the safety of patient/resident/clients and nurses.

The parties agree that if a PRF is submitted that focuses on a staffing issue, it will be referred to the Nurse Staffing Secretariat.

Communication between the Employer and the nurse(s) with respect to the status of their issue will occur regardless of the process followed.

In the interest of achieving collaborative solutions in a timely and orderly fashion, the parties will make every effort to consolidate related PRFs.

59.01 Within seventy-two (72) hours of identifying a concern, the nurse(s) will discuss the matter with their excluded manager, or excluded designate, with the objective of resolving the concern. This discussion must include specific details as it pertains to practice. The preferred method for this discussion is face to face, but may also take place via other means (e.g. email or telephone) when necessary. The nurse(s) may be accompanied/supported by an experienced PRF representative or a steward. When the concern is not immediately resolved, the excluded manager or excluded designate will

provide the nurse(s) with a written response of actions to be taken within seven (7) days of the discussion.

59.02 If the matter is not resolved to the nurse(s)' satisfaction within seven (7) calendar days of receipt of the written response, the nurse(s) may submit the PRF to the Professional Responsibility Committee ("PRC"). The nurse(s) retains the original and forwards copies to their excluded manager or excluded designate and the Union steward, who will ensure that the standing members of the PRC receive copies.

59.03 A PRC shall be established with each Employer as defined in Article 1.02. The parties will operate in accordance with the mutually agreed to Terms of Reference and Guiding Principles.

Composition of the PRC:

(A) Standing Members:

(1) one member appointed by the NBA

(2) one member appointed by the Employer

(B) Ad Hoc Members:

(1) the nurse(s) with the concern

(2) a PRF representative or a Union steward

(3) the immediate supervisor

(4) the excluded manager or excluded designate of the unit

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

59.05 A meeting of the PRC shall be held within fourteen (14) calendar days of receipt of the PRF. The PRC will have thirty (30) days following the meeting to attempt to resolve the identified concern(s) and to submit a final written report to the nurse(s) and the Union identifying the actions to be taken and the timeline for implementation. In the event that not all Ad Hoc Members can attend the meeting, the Standing Members will determine if the meeting can proceed with only the available members, making all reasonable efforts to ensure at least one PRF author is present.

All efforts will be made to schedule member(s)' attendance at the PRC/ Senior Review Committee ("SRC") on a scheduled shift to ensure that a member does not lose pay to attend and in the event that this cannot be done, the member will be compensated at straight time.

Where multiple employees are a party to the PRF(s), the Standing Members of the PRC/SRC will limit the number of attendees to a reasonable level. The authors will determine who will attend and speak on their behalf.

Action items that are jointly agreed to by the PRC shall be communicated in writing to the PRF author(s), their excluded manager or excluded designate and any other persons whose involvement is required to implement the action items. The PRC will also identify a timeframe for reviewing the action items, which may vary depending on their nature.

59.06 Applicable to Health Authorities, Providence Health Care Society and Bishop of Victoria (St. Joseph's General Hospital)

(a) A Senior Review Committee ("SRC") shall be established at each Health Authority/Providence Health Care consisting of the Health Authority's/Providence Health Care's Chief Operating Officer (or functional equivalent) or the Chief Nursing Officer (or functional equivalent), and one senior representative appointed by the Union.

(b) If the concern(s) is not resolved at the PRC level or the identified actions are not taken, the Union may refer the matter to the SRC within seven (7) calendar days of receipt of the PRC final written report or of the failure to implement the report. All referrals to the SRC will be companied by correspondence that explains the Union's rationale for referral.

(c) The SRC will review the matter, including having access to data and documents as necessary, and will issue recommendations in a written report to the Union and the respective Health Authority/Providence Health Care/Bishop of Victory (St. Joseph's General Hospital) Chief Executive Officers within sixty (60) days of referral.

(d) Prior to any referral to the Provincial Nursing Secretariat ("PNS"), either party shall notify the CEO of their intent to make a referral. Within fourteen (14) days of receiving the notification the CEO will acknowledge receipt and communicate any resolve to the parties. Where the matter is resolved at this level, it shall not be referred to the PNS.

(e) Recommendations that are unanimous will be binding and will be implemented by the parties. The SRC will specify a timeframe for reviewing binding recommendations to ensure that they are implemented as intended. If it is determined during this review that progress is not being made, either party may refer the binding recommendations to the PNS.

(f) Where the SRC is unable to make unanimous recommendations, a written report outlining the SRC's findings will be issued to the Union and the Health Authority/ Providence Health Care. At that point, either party may refer the matter to the PNS.

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

(a) If the concern(s) is not resolved to the Union's satisfaction, it may refer the matter to the Board of Directors (or functional equivalent) within seven (7) calendar days of receipt of the PRC final written report. The Union may make a written submission and/or a verbal presentation. All parties shall receive copies of any submission or documentation that may be provided to the Board.

(b) The Board of Directors (or functional equivalent) will review the submission and/or hear the verbal presentation at their next regularly scheduled board meeting and shall respond in writing to the Union within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the PRC members.

(c) Where the Board of Directors (or functional equivalent) has not resolved the issue to the Union's satisfaction, either party may refer the matter to the contract holder. Within fourteen (14) days of receiving the referral, the contract holder will

acknowledge receipt and communicate any resolve to the parties. Where the matter is not resolved at this level, either party may refer the matter to the PNS.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 3:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 61 – EFFECTIVE AND TERMINATING DATES

(A) This Agreement shall be effective from April 1, ~~2022~~ 2025 and shall remain in force and be binding upon the parties until March 31, ~~2025~~ 2029 and thereafter until a new Agreement has been consummated.

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

(B) The operation of Subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* (or any succeeding Acts) is specifically excluded from this Agreement.

(C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

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2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 62 – WAGE SCHEDULE CLASSIFICATIONS

Nursing jobs have been categorized into four job groups and six classification levels. The job groups are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

The classification levels are LPN (Levels 1* and 2) and RN/RPN (Levels 3**, 4, 5, 6).

Classification	Job Profile			
	CH	DC	ED	PS
*Level 1 (LPN)**	LPN1	LPN1		
Level 2 (LPN)	LPN 2	LPN2	LPN2	
*Level 3 (RN/RPN)***	CH1	DC1		PS1
Level 4 (RN/RPN)	CH2A/CH2B	DC2A/DC2B	ED2	PS2
Level 5 (RN/RPN)	CH3	DC3	ED3	PS3
Level 6 (RN/RPN)	CH4A/CH4B	DC4	ED4	

In the event that an employee moves from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position, they shall be placed at the lowest step in the new increment structure that shall give them a monthly wage increase. Moving from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position shall not be considered to be a promotion and shall not trigger the requirements of Article 18.06.

Effective the first pay period after April 1, 2026, in the event that an employee moves from a Licensed Practical Nurse position to a Registered Nurse or Registered Psychiatric Nurse position that will be considered a promotion and the requirements of Article 18.06 will be triggered.

* To include LPN Orthopaedic Technologists (previously FBA SA25)

** To include Licensed Graduate Nurses, which are defined by the College of Registered Nurses of British Columbia as "nurses granted LGN registration in B.C. prior to Oct. 1, 1990. An LGN registrant may perform or provide services as if they are a registered nurse registrant."

Effective April 1, 2016, LPNs that receive the operating room (previously FBA SA29) wage rate will be grandparented. On a go-forward basis, a qualification differential will be equally applied to all nurses in accordance with Article 53.01.

The merging of the pre-existing RN/RPN and LPN classification systems in the above classification system shall not result in any other changes to the classification or wage rate of RNs, RPNs or LPNs.

Agreed to in Joint Caucus on the 21st day of May 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

ARTICLE 63 – WAGE SCHEDULES

...

A.2 – Forensic and Corrections Premium

Forensic employees will be placed on the appropriate wage schedule and shall be paid an additional hourly premium equal to:

1. Forensic Nurse A (Maximum, Multi-level Security): 4% of the hourly rate specified for a Nurse Level 3, Eighth Year; and
2. Forensic Nurse B (Minimum, Medium Security, and Forensic Community Liaison Nurses (FCLNs)), and, effective the first pay period after April 1, 2026, nurses working in Correctional Health Services: 2% of the hourly rate specified for a Nurse Level 3, Fourth Year.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

MEMORANDUM OF AGREEMENT

Between:

Nurses' Bargaining Association

And:

Health Employers Association of British Columbia on Behalf of the Worksites with Memoranda

Re: Extended Work Day/Compressed Work Week

…

26.03 Meal Period

(A) Two (2) meal periods of a continuous one-half (0.5) hour each will be provided during each employee's shift of ten (10) hours or more.

(B) When an employee is designated either expressly or implicitly to be available for work during a meal period; and

(1) The employee is scheduled to work ten (10) hours or more and receives two (2) meal periods (of thirty (30) minutes each, exclusive of the shift hours), then the employee shall receive regular rates of pay for the total time. (Example 11 hours + 60 minutes = 12 hours regular pay.)

(2) The employee is scheduled to work ten (10) hours or more and does not receive the two (2) meal periods, exclusive of the shift hours, then the employee shall receive regular pay for the shift worked plus sixty (60) minutes pay at time and one-half (1.5) the regular pay. Effective the first pay period after April 1, 2028, the above-referenced sixty (60) minutes of pay will be at two (2) times the straight-time rate of pay.

…

27.05 Overtime Pay Calculation

(A) Up to the time when paragraph (D) below comes into effect, ~~Pursuant~~ pursuant to Article 26.01 of this Memorandum, overtime at the rate of time and one half (1.5) will be paid on the following basis;

(1) for the first two (2) hours in excess of the daily full shift hours;

(2) for the first seven point five (7.5) hours in excess of the thirty-seven point five (37.5) hours in one (1) week.

(B) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of double time will be paid on the following basis:

(1) for all hours in excess of those worked in (A)(1) above;

(2) for all hours in excess of forty-five (45) hours per week;

(3) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:

(a) (i) in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.

(ii) in excess of six (6) consecutive shifts where the shift length is between seven point five (7.5) and eight (8) hours.

(iii) in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.

(iv) in excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point five (7.5) and eight (8) hours in length.

(b) more than two hundred twenty-five (225) straight time hours over the course of three consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (a) or (b), where overtime premiums have already been paid under either of these provisions.

(C) Pursuant to Article 26.01 of this Memorandum, overtime at the rate of one and one-half (1.5) times the appropriate holiday rate will be paid:

(1) for all overtime hours worked on a calendar statutory holiday;

(2) for all overtime hours worked on a day which had originally been scheduled as a statutory holiday but was changed by the Employer with less than fourteen (14) calendar days' advance notice.

(D) Effective the first pay period after April 1, 2028, all hours worked as described in 27.05(A)(1) and (2) above will be paid at double time rates.

[*For clarity, this proposal replaces the language agreed-to under the May 21 Tentative Agreement under the same provision]*

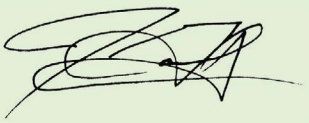
Agreed to in Joint Caucus on the 7th day of July, 2026, at 12.05 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX W

MEMORANDUM OF AGREEMENT

FULL-TIME STEWARD AND STEWARD AT LARGE POSITIONS

Full-Time Stewards (FTS)

In the interest of developing quality labour-management relationships the parties have agreed to the continuation of full-time steward (FTS) positions at the following locations:

Vancouver General Hospital	2.0 FTE
Vancouver Acute & LTC ~~UBC Hospital~~	1.0 FTE
Vancouver Community	1.0 FTE
Lions Gate Hospital	1.0 FTE
Richmond Hospital	1.0 FTE
BC Children's and Women's Hospital	1.0 FTE
Forensics and Corrections	1.0 FTE
~~St. Paul's Hospital~~	1.0 FTE
~~Mt. St. Joseph's Hospital~~	1.0 FTE
Providence Health Care	2.0 FTE
South Islands Community & LTC	1.0 FTE
~~Royal Columbian Hospital~~	2.0 FTE
Royal Jubilee Hospital	1.0 FTE
Victoria General Hospital	1.0 FTE
Nanaimo Regional General Hospital	1.0 FTE
Kelowna General Hospital	1.0 FTE
Royal Inland Hospital	1.0 FTE
Vernon	1.0 FTE
University Hospital of Northern BC	1.0 FTE
Royal Columbian Hospital	2.0 FTE
Surrey	2.0 FTE
Burnaby	1.0 FTE

Abbotsford	1.0 FTE
Langley ~~(with Community)~~	1.0 FTE
Eagle Ridge (with Community)	1.0 FTE
Chilliwack (with Community)	1.0 FTE
~~Vernon~~	1.0 FTE
~~South Island (LTC & Community)~~	1.0 FTE
~~Vancouver (Community)~~	1.0 FTE
~~Forensic Psychiatric Hospital and Forensic Clinics~~	~~1.0~~ FTE
Total	27.0 FTE

The parties agree that the twenty-seven (27) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the twenty-seven (27) FTE allocation.

These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- spend the majority of their time conducting union business;
- coordinate and assign duties and responsibilities of stewards as well as perform such duties when deemed appropriate and necessary by the FTS;
- promote cultural safety and support the principles of diversity, equity and inclusivity;
- work collaboratively to resolve workplace differences short of grievance and arbitration; and
- track worksite issues and monitor trends.

~~Within one hundred and twenty (120) days of ratification, the parties agree to~~ create aAn additional four (4) province-wide full-time stewards ~~to~~ will promote Truth and Reconciliation, Indigenous-specific anti-racism initiatives, cultural safety and diversity, equity, and inclusion in the workplace. The Parties share an interest in prioritizing opportunities for Indigenous employees to work in these positions.

FT~~Sull-time stewards~~ are entitled to up to a maximum of six (6) weeks of vacation backfill. An amount equal to three (3) FTE have been allocated to Health Authorities/Providence Health Care on a proportional basis for this backfill.

To minimize the impacts on patient care and contain the costs in providing backfill for representatives, where issues arise with respect to backfill coverage, such issues will be discussed between the parties.

Stewards at Large (SAL)

The parties agree to the continuation of the ~~seventeen (17)~~ eighteen (18) s~~S~~teward at ~~I~~Large (SAL) positions~~, one~~ from each **of the respective** Health Authorities/PHC in the **applicable** region~~each BCNU region~~.

SAL positions will be allocated as follows:

Coastal Mountain		1.0 FTE
Richmond Vancouver		1.0 FTE
Central Vancouver		1.0 FTE
Vancouver Metro		1.0 FTE
Shaughnessy Heights		1.0 FTE
Simon Fraser		1.0 FTE
South Fraser Valley		1.0 FTE
Fraser Valley		1.0 FTE
South Islands		1.0 FTE
Pacific Rim		1.0 FTE
Comox & Campbell River		1.0 FTE*
North West		1.0 FTE
North East		1.0 FTE
Okanagan Similkameen		1.0 FTE
Thompson North Okanagan		1.0 FTE
West Kootenay	1.0 FTE	
East Kootenay		1.0 FTE
NBA Constituent Unions		~~2.0 FTE~~ 1.0 FTE
Total		18.0 ~~17.0~~ FTE

Effective sixty (60) days after the ratification of the 2025-2029 Collective Agreement, the Parties agree to add 1.0 additional FTE denoted above by an asterisk (*).

The Parties agree that the ~~seventeen (17)~~ eighteen (18) FTE allocation may be reviewed to provide re-distribution of hours to meet changing needs. Such re-distribution will be upon mutual agreement and will not exceed the ~~seventeen (17)~~ eighteen (18) FTE allocation.

These positions are intended to:

- promote understanding between the Union and the Employer through improved communications and relationships;
- provide leadership and mentorship to designated stewards;
- spend the majority of their time conducting Article 6 work;
- work collaboratively to resolve workplace differences short of grievance and arbitration;
- promote cultural safety and support the principles of diversity, equity and inclusivity; and
- track worksite issues and monitor trends.

SAL positions will be selected from staff of the Health Authority/Providence Health Care site from within their region.

General

In the event that either the Health Authority/Providence Health Care or the Nurses' Bargaining Association (NBA) have concerns regarding the effectiveness of the working relationship at a particular location, the Vice President of Human Resources and the senior NBA representative will meet to discuss the most appropriate means of addressing the issues.

The effectiveness of the labour/management relationships will be evaluated on a yearly basis by a representative of the Union and the Employer through the examination of factors such as the disposition of grievances, improved resolution of workplace differences short of grievance or arbitration, as well as initiatives that have improved communications.

The parties agree to support joint education on topics which promote the development of quality labour/management relationships. In situations where facilitators/educators are used, such cost will be shared equally by the Employers and the Union.

The parties agree to the following principles as they relate to the union-management relationship and the application of the PCA:

a. SAL and FTS will normally be the first point of contact for Article 6 work subject to their availability. Other worksite stewards will continue to perform work pursuant to Article 6 as per the PCA.

b. The parties agree to use technology, where appropriate, (e.g., ZOOM, teleconference) to allow incumbents to support remote sites in a cost efficient and effective manner.

c. Normally, one (I) union steward is required time off to perform work outlined in Article 6.03 and 6.04 at the same time, unless otherwise agreed between the Employer and Union at the local level. Notwithstanding, meetings should normally have a similar number of attendees from the Employer and the Union.

d. In the event that the Union desires an additional person to attend for mentorship or training, they may apply for union leave under Article 44.0 l (F).

Hours of Work and Remuneration

1. All positions are intended to be full-time and incumbents will be considered regular full-time status while occupying the positions unless otherwise mutually agreed by the Union and Employer.
2. Hours of work are 37.5 hours per week on a regular schedule from Monday to Friday, unless the parties (local employer and designated Union staff representative) at a particular location mutually decide otherwise. Agreement on alternative arrangements will not be unreasonably withheld.
3. Daily hours of work will depend on the individual workload which may vary.
4. Schedules will be communicated to the Employer.
5. All positions will have a mutually agreed home site.

6. All positions will be paid at Nurse Level 3, Step 10 of the wage rate grid while occupying the position. Service for the purpose of wage increments in their original positions will accrue and be credited upon their return to their original position in accordance with the collective agreement. SAL and FTS will be eligible to receive Year 15-30 Add Pay in accordance with Appendix WW – 2023 Wage Schedule Adjustments.
7. In the event that an existing incumbent is receiving a higher rate of pay, they will be wage protected at their current rate of pay as long as they remain in the position. Such nurses are eligible for any negotiated general wage increases.
8. Compensation is based on straight-time hours and does not include overtime worked within or attached to their original position.
9. Compensation for wages and premiums is based on the principle that incumbents should not lose overall earnings as a result of filling one of these positions. Incumbents will be compensated for all premiums that they would have been entitled to in accordance with their original position except Article 28.04 – Short Notice Premium while occupying the position.
10. The premiums paid will be based on an average of all hours paid that attracted the applicable premium within the 12 months immediately preceding the incumbent's commencement in the position. In circumstances where the incumbent held their original position for less than 12 months prior to commencement in the position, the average will be based on the shorter period. The average will be paid on a bi-weekly basis in accordance with the Employer's pay periods. Article 28.05 – Regular Premium entitlement for existing incumbents as of April 1, 2023 will be calculated based on the annual average hours worked by a full-time nurse pro-rated by the FTE of their regular position with the Employer.
11. Incumbents should undertake to schedule their work so as not to incur overtime. Overtime worked in the position must be authorized in accordance with the PCA.
12. Incumbents are permitted to accept nursing work offered by the Employer outside their position which will be applied and paid as per the PCA, including at overtime rates where applicable.
13. Any benefits that are not collective agreement rights but were in place prior to starting in the position, such as parking, will continue as long as they are in effect between the parties.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX A.2

MEMORANDUM OF AGREEMENT

ENHANCED DISABILITY MANAGEMENT – REGIONAL REPRESENTATION

An Enhanced Disability Management Program ("EDMP") was incorporated into the collective agreement for the purpose of facilitating an employee centered, pro-active, appropriate and customized disability management program for employees with occupational and non-occupational illness/injury.

The parties agree to the creation of twenty-~~two~~ four (2~~2~~4) union disability management representatives to support the coordination and promotion of the program. These representatives will work in collaboration with the Employer's Disability Management Professionals to promote and coordinate best practices with respect to disability management, and will adhere to the roles and responsibilities of the union representative as identified in the EDMP Policies and Procedures document. Representatives will work under the direction of designated BCNU staff.

These representatives will be distributed by Region as follows:

3	VCH
5	FHA
1	PHSA
1	Providence
4	VIHA
4	IHA
~~1~~2	NHA
1	Affiliate Sites
~~2~~3	Vacation Backfill (with two from the Fraser Health Authority and one from another health authority/PHC)
~~22~~4	Total

The increase of total EDMP representatives from twenty-two (22) to twenty-four (24) established in the 2025 – 2029 Collective Agreement will come into effect April 1, 2027.

On request, the parties will provide a list of their respective EDMP representatives by region. Effective April 1, 2023, the affiliate representative will be selected from a Health Authority/Providence Health Care.

EDMP representatives are entitled to up to a maximum of six (6) weeks of vacation backfill.

The parties agree that the cost of the twenty-~~two~~ four (~~22~~4) regional union disability management representatives will be funded out of the Appendix A.1 – Enhanced Disability Management Program – Administration.

Regional assignments will be determined by mutual agreement between the parties.

Normally, only one (1) EDMP representative will participate in case-specific meetings or issues at the same time, unless mutually agreed between the Employer and Union at the local level. Notwithstanding, meetings should normally have a similar number of attendees from the Employer and Union. In the event that the Union desires an additional person to attend for mentorship or training, they may apply for union leave under Article 44.01(F).

The parties agree to use technology, where appropriate, (e.g., ZOOM, teleconference) to allow representatives to support remote sites in a cost efficient and effective manner.

Hours of Work and Remuneration

EDMP representatives will have the same hours of work and receive the same remuneration as the positions under Appendix W – Full Time Steward and Steward at Large Position.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX A.3

MEMORANDUM OF AGREEMENT

PREMIUM MAINTENANCE WHILE AWAITING LTD

Employees who have applied for LTD or whose LTD application is under appeal are eligible for financial assistance in relation to Medical, Extended Health, Dental, Group Life and AD&D, and LTD premiums provided the employee has:

- exhausted their sick leave credits,
- used up all vacation entitlements,
- exhausted all other paid leave and banks that they are entitled to, and
- used up their twenty (20) days unpaid leave grace period.

Provided the employee has fulfilled the above requirements the NBA (BCNU) will reimburse the employee for the cost of the benefits premiums from the 20-day end of the benefit continuation deadline onward for the remaining eligibility waiting period for LTD or the appeal period not to exceed twelve (12) months. Where the eligibility waiting period for LTD or the appeal period extends beyond twelve (12) months and up to eighteen (18) months, the Union will reimburse 100% of the cost of benefit premiums from the Appendix A.4 Fund for this additional period.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX A.6

MEMORANDUM OF AGREEMENT

DUTY TO ACCOMMODATE – PERMANENT ACCOMMODATIONS

The parties agree that the long-term health of injured and disabled employees' benefits from timely and proactive measures to meet their permanent medical restrictions to keep them productively employed, or result in their early return to work. The parties further agree that it may not be possible to accommodate all injured and disabled employees, but where accommodation that does not result in undue hardship is possible, agree that:

a) Employees shall provide the Employer with appropriate and acceptable medical information that sets out any limitations and/or restrictions in a timely manner. Within three (3) weeks of the medical being received from the employee, the Employer, will review the received medical documentation and either make a determination to accept the medical or indicate that more information is required. Should further information be required, the Employer will provide rationale to support its decision.

b) Once this medical information is accepted and agreed to by the Employer, the accommodation process will begin. Should the medical information indicate that the employee requires a permanent accommodation, the Employer will contact the employee and union within two (2) weeks to discuss possible accommodation options.

c) Within four (4) weeks of accepting and agreeing to the provided medical information and receiving confirmation that the employee is fit to return to work as per limitations and restrictions, the Employer will:

   i) offer the employee an accommodation;
   ii) offer the employee transitional work; or
   iii) ~~must~~ begin paying the employee at their previous rate of pay.

   Transitional work may include various nursing duties, access to education funds to upgrade skills or special projects.

d) For the purpose of this provision, previous rate of pay means the employee's pre-disability straight-time rate of pay in their pre-disability position, for the hours that the employee is approved to work in accordance with their limitations and restrictions up to a maximum of their pre-disability FTE. Employees in receipt of such pay will receive the seniority and service-based accruals and benefits for the hours that the employee is approved to work. If the Employee is in receipt of wage replacement benefits such as long-term disability (LTD) or WorkSafeBC vocational rehabilitation benefit payments, the previous rate of pay will be reduced by those amounts received from the LTD insurer and/or WorkSafeBC.

e) Accommodation agreements/plans for employees requiring a permanent accommodation may be reviewed periodically by the Employer.

Agreed to in Joint Caucus on the 21st day of May 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by deleting and changing the following:

The Parties agree and acknowledge that the following changes are for housekeeping purposes only and are not intended to substantively alter the Parties' respective rights and obligations under the Collective Agreement.

The Parties further agree that the following changes do not in any way impact, alter, or terminate any and all underlying previous settlement agreements and memoranda of agreement/understanding regarding the integration of LPNs into the Collective Agreement.

The Parties agree to amend the Collective Agreement by deleting Appendix EE and changing Article 6, 11, 13, 18 and 62 as follows:

APPENDIX EE

MEMORANDUM OF AGREEMENT

INTEGRATION OF LICENSED PRACTICAL NURSES INTO THE NBA PROVINCIAL COLLECTIVE AGREEMENT

~~The parties agree that the Nurses' Bargaining Association ("NBA") Provincial Collective Agreement will apply to Licensed Practical Nurses ("LPNs") effective the start of the first full pay period following May 11, 2016, except as set out below:~~

~~**1. Superior Benefits**~~

~~a. The parties agree that all previously existing superior benefits~~ to which ~~LPNs were entitled under Employer-specific Memoranda of Understanding to the FBA and CBA collective agreements are extinguished.~~

~~b. Notwithstanding above, the LPNs at Eagle Ridge Hospital in Fraser Health Authority will maintain superior benefits as outlined in the Memorandum of Understanding previously agreed by the Hospital Employees' Union.~~

~~**2. Provisions of the NBA Provincial Collective Agreement that do not apply to LPNs**~~

~~a. Article 11.04(A)(9) – Casual Employees – Client Specific Assignments~~

~~b. Article 11.04(J)(2) – Probationary Period for Client Specific Casuals~~

~~c. Article 26.02(1) – split shifts for client specific nurses~~

~~d. Article 28.06 – OR/PAR/ER/ICU/CCU Premium~~

~~e. Appendix "Q" – Client Specific Nurses from Home Support Agencies~~

~~**3. Provisions of the NBA Provincial Collective Agreement that are subject to a transition process that has been agreed to by the Parties**~~

a. Article 11.03(a): The parties agree that the minimum fifteen (15) hours per week threshold We agree to Regular Part-Time status will not apply to LPNs that, as of May 11, 2016, were Regular Part-Time status employees, but worked less than fifteen (15) hours per week. Such LPNs will maintain their Regular Part-Time status until such time as:

i. The LPN voluntarily changes their schedule, or

ii. The Employer changes the LPN's schedule for a bona fide operational reason.

b. Classification Transition:

I. Some LPNs currently own a position that is correctly classified at Nurse Level 1 but they have been compensated at a rate of pay equivalent to supervisor Nurse Level 2, or have been in receipt of a special premium to recognize specialty training or to address other classification restraints that arose when they transitioned to the NBA from the Facilities Bargaining Association or Community Bargaining Association Collective Agreements.

i. These employees will be identified and classified as Nurse Level 1 but will be 'Green Circled' and maintain their current Level 2 rate of pay/or special premium, and will receive all monetary increases under the current Collective Agreement, unless they voluntarily transfer (post into another position), resign, or retire. This protected wage rate/or special premium will remain in effect until March 31, 2019.

ii. Effective April 1, 2019, these employees will have their wage rate 'Red Circled'.

iii. Wage increment progression will continue as per the Collective Agreement.

4. Seniority

a. An LPN who becomes an RN/RPN and provides the Employer with RN/RPN registration, will have their seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013.

If casual status, hours worked since April 15, 2013 would be credited as seniority hours (not more than 1950 per year).

b. When an LPN provides the Employer with RN/RPN registration, this triggers the application of seniority which can then be used to apply on RN/RPN positions.

c. The seniority list provided as per Article 13.06 will include all employees but the list must be provided in a format that allows the list to be sorted by LPNs and RN/RPNs.

d. For the purposes of seniority related benefits under the Collective Agreement such as first consideration for vacancy postings, displacement

~~and vacation selection, there will be two separate seniority lists for LPNs and RNs/RPNs.~~

~~For clarity, an employee's seniority on one list cannot be used to access a seniority related benefit on the other.~~

~~e. Employees may accrue seniority as both an LPN and an RN/ RPN. These seniority lists are distinct and will not be combined for any purpose.~~

~~f. Seniority on either list shall not be extinguished except as contemplated in the Collective Agreement. An employee who has seniority on both lists, but currently works and accrues seniority on only one list will have their seniority on the inactive list frozen. This frozen list will be reactivated should the employee begin again to work in that classification.~~

~~g. Article 51: Portability applies to all seniority (LPN seniority and RN/RPN seniority).~~

~~h. Employees who are dual registered as an LPN and as an RN/ RPN will accrue seniority on the respective seniority list for the classification. A regular part time LPN who also picks up extra shifts as an RN/RPN will have their RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 – Seniority.~~

~~i. Employees who are dual registered as an LPN and as an RN/ RPN will be paid the rate of the job with the exception of an RN/RPN who does not own a regular LPN position, is not on the casual LPN call list or has their LPN seniority frozen (not actively working as an LPN). These nurses will be paid their current RN/RPN wage rate for the work in either classification.~~

~~j. Employees who are dual registered and working as an LPN and as an RN/RPN:~~

- ~~shall be restricted to one status: regular full time, regular part time or casual~~
- ~~may hold multiple regular positions provided their FTE is equal to or less than 1.0 FTE.~~

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.06 Superior Benefits

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

The parties agree that all previously existing superior benefits to which LPNs were entitled under Employer-specific Memoranda of Understanding to the FBA and CBA collective agreements are extinguished.

Notwithstanding the above, the LPNs at Eagle Ridge Hospital in Fraser Health Authority will maintain superior benefits as outlined in the Memorandum of Understanding previously agreed by the Hospital Employees' Union.

ARTICLE 62 – WAGE SCHEDULE CLASSIFICATIONS

Nursing jobs have been categorized into four job groups and six classification levels. The job groups are:

- Community Health Activities (CH)
- Direct Patient/Client/Resident Care Activities (DC)
- Educational Activities (ED)
- Program and Service Activities (PS)

The classification levels are LPN (Levels 1* and 2) and RN/RPN (Levels 3**, 4, 5, 6).

Classification	Job Profile			
	CH	DC	ED	PS
*Level 1 (LPN)**	LPN1	LPN1		
Level 2 (LPN)	LPN 2	LPN2	LPN2	
*Level 3 (RN/RPN)***	CH1	DC1		PS1
Level 4 (RN/RPN)	CH2A/CH2B	DC2A/DC2B	ED2	PS2
Level 5 (RN/RPN)	CH3	DC3	ED3	PS3
Level 6 (RN/RPN)	CH4A/CH4B	DC4	ED4	

In the event that an employee moves from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position, they shall be placed at the lowest step in the new increment structure that shall give them a monthly wage increase. Moving from a Licensed Practical Nurse Position to a Registered Nurse or Registered Psychiatric Nurse Position shall not be considered to be a promotion and shall not trigger the requirements of Article 18.06.

* To include LPN Orthopaedic Technologists (previously FBA SA25)

** To include Licensed Graduate Nurses, which are defined by the College of Registered Nurses of British Columbia as "nurses granted LGN registration in B.C. prior to Oct. 1, 1990. An LGN registrant may perform or provide services as if they are a registered nurse registrant."

Effective April 1, 2016, LPNs that receive the operating room (previously FBA SA29) wage rate will be grandparented. On a go-forward basis, a qualification differential will be equally applied to all nurses in accordance with Article 53.01.

Upon integration into the NBA, certain LPNs were entitled to wage protection and received monetary increases. Effective April 1, 2019, those identified LPNs had their wage rate 'Red-Circled'.

The merging of the pre-existing RN/RPN and LPN classification systems in the above classification system shall not result in any other changes to the classification or wage rate of RNs, RPNs or LPNs.

ARTICLE 13 – SENIORITY

13.0X Dual Registrants (LPN and RN/RPN)

(A) An LPN who becomes an RN/RPN and provides the Employer with RN/RPN registration, will have their seniority date as an RN/RPN adjusted in accordance with the collective agreement but in any case, no earlier than April 15, 2013.
If casual status, hours worked since April 15, 2013 would be credited as seniority hours (not more than 1950 per year).

(B) When an LPN provides the Employer with RN/RPN registration, this triggers the application of seniority which can then be used to apply on RN/RPN positions.

(C) The seniority list provided as per Article 13.06 will include all employees but the list must be provided in a format that allows the list to be sorted by LPNs and RN/RPNs.

(D) For the purposes of seniority-related benefits under the Collective Agreement such as first consideration for vacancy postings, displacement and vacation selection, there will be two separate seniority lists for LPNs and RNs/RPNs.
For clarity, an employee's seniority on one list cannot be used to access a seniority related benefit on the other.

(E) Employees may accrue seniority as both an LPN and an RN/ RPN. These seniority lists are distinct and will not be combined for any purpose.

(F) Seniority on either list shall not be extinguished except as contemplated in the Collective Agreement. An employee who has seniority on both lists, but currently works and accrues seniority on only one list will have their seniority on the inactive list frozen. This frozen list will be reactivated should the employee begin again to work in that classification.

(G) Article 51: Portability applies to all seniority (LPN seniority and RN/RPN seniority).

(H) Employees who are dual registered as an LPN and as an RN/ RPN will accrue seniority on the respective seniority list for the classification. A regular part-time LPN who also picks up extra shifts as an RN/RPN will have their RN/RPN seniority credited with those hours. The parties recognize this as an exception to seniority accumulation under Article 13 – Seniority.

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.0X Dual Registrants (LPN and RN/RPN)

Employees who are dual registered as an LPN and as an RN/ RPN will be paid the rate of the job with the exception of an RN/RPN who does not own a regular LPN position, is not on the casual LPN call list or has their LPN seniority frozen (not actively working as an LPN). These nurses will be paid their current RN/RPN wage rate for the work in either classification.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.01 Restriction of Employee Status

(A) The status of all employees covered by this Provincial Collective Agreement shall be defined under one of the three definitions found in Articles 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 Grievances.

(B) Employees who are dual registered and working as an LPN and as an RN/RPN:

- shall be restricted to one status: regular full-time, regular part-time or casual;
- may hold multiple regular positions provided their FTE is equal to or less than 1.0 FTE.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX FF.1 (NEW)

MEMORANDUM OF AGREEMENT

BCHOA RAPID DISPUTE RESOLUTION PROCESS TRIAL

The purpose of this MOA is to outline a trial process, which facilitates the rapid resolution of non-complex grievances through BCHOA once Step 2 of the grievance process has been exhausted without resolution.

(A) Only grievances under Article 9.02 of the PCA that have been advanced to expedited arbitration within the timelines identified can be referred by mutual agreement to the BCHOA's Rapid Dispute Resolution (RDR) process, a streamlined expedited arbitration process, for resolution of non-complex disputes.

(B) Grievances may be referred to the RDR process during their initial case management meeting at BCHOA upon mutual agreement of the parties.

(C) Files are to be rostered chronologically, except where the BCHOA Registrar determines that a file is time sensitive, and warrants prioritizing early resolution. The finalized roster will not exceed ten (10) files to be heard per meeting. BCHOA RDR Meetings will occur periodically, relative to the volume of files referred to the RDR process.

(D) If either the Union or HEABC deems a file rostered to be unsuitable for RDR at any time prior to the hearing, they may remove it from the process and immediately refer it back to BCHOA case management, and then, if required, to the expedited or full arbitration process based on the date of submission.

(E) For cases referred to RDR, the Registrar of BCHOA will perform the duties as outlined in Article 10.02(C) and 10.02(D) of the PCA, however the BCHOA Registrar will endeavour to schedule all disputes under RDR for hearing within one (1) month from referral.

(F) At the hearing of a dispute under the RDR, the party with the onus will make the first presentation which will include an opening statement, a written summary highlighting the party's position, supportive evidence and the remedy sought. The other party will then have the same opportunity to present its case. All submissions must be brief and not more than ten (10) minutes in duration. There shall be no witnesses. Case law, if relied upon, shall be limited to one (1) submission that is directly related to the case. Each representative will share only necessary documentation. Necessary documentation will not exceed a copy of the grievance, the Step 2 response, and limited supporting documents proportionate to the relative complexity of the facts and issues that gave rise to the grievance, the value of the grievance, and the

importance of the grievance to the parties (e.g. a copy of the vacation schedule where a denial of vacation leave is in dispute.) Despite the foregoing, the BCHOA Registrar will have authority to modify these procedural rules where appropriate in the circumstances.

(G) The arbitrator may render an oral decision at the meeting, including a brief rationale for the decision. Any oral decision will be accompanied with a brief one paragraph written summary of the decision and/or remedy ordered. If a decision is not rendered at the hearing, the arbitrator will provide the parties with a written decision no later than fourteen (14) calendar days after the hearing.

(H) Decisions issued under the RDR process are subject to the following restrictions, which will be written at the beginning of all RDR decisions as follows:

> This decision was rendered under the Rapid Dispute Resolution process. All decisions under this process are limited in application to the particular dispute at issue and are without prejudice. These decisions shall have no precedential value and shall not be referred to in any subsequent proceeding.

This MOA will be in effect upon ratification of the collective agreement, and will terminate on March 30, 2029 unless HEABC and the NBA mutually agree to an extension.

Agreed to in Joint Caucus on the 20th day of April, 2026, at 5:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX RR
MEMORANDUM OF AGREEMENT
EMPLOYED STUDENT NURSE (ESN)

...

(F) Wage Entitlement

The hourly rate of pay for undergraduate nurses shall be effective the first pay period after the following dates:

i.	April 1, 2022~~5~~	~~$29.51~~33.09
ii.	April 1, 2023~~6~~	~~$31.50~~34.08
iii.	April 1, 2024~~7~~	~~$32.13~~35.10
iv.	April 1, 2028	$36.15

...

Agreed to in Joint Caucus on the 21st day of May 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by deleting the following:

~~**APPENDIX VV**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**COST OF LIVING ADJUSTMENT**~~

~~**Definitions**~~

~~"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.~~

~~"Cost of Living Adjustment" or "COLA" means a percentage-based general~~ wage ~~increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.~~

~~The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year~~ and ~~concluding at the end of the following February.~~

~~The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.~~

~~The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid March will contain the applicable figure for the 12 months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI~~ over ~~twelve months from March 1, 2021 to February 28, 2022 was 3.4%.~~

~~**COLA**~~

~~The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining~~ the ~~difference between the AABC CPI and the annual general wage increase~~ to the ~~maximum COLA prescribed that year in Article 63 – Wage Schedule.~~

~~**April 2023**~~

~~If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.~~

~~**April 2024**~~

~~If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.~~

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX XX

MEMORANDUM OF AGREEMENT

DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES AND ELIMINATING INDIGENOUS SPECIFIC RACISM IN HEALTH CARE

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 *In Plain Sight* report.

~~The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.~~

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by:

- committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- working together to actively identify, address and rectify barriers in Collective Agreements; and
- working to increase the representation of Indigenous individuals in the healthcare workforce.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the "Forum"). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous Elders or Knowledge Keepers, to participate in the Forum.

~~By October 15, 2023,~~ The Ministry of Health ~~will~~ has established the Forum ~~and present the Terms of Reference that will set out the~~ with the following purpose:

- ~~to create a Forum~~ for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the HSO 75000: 2022 BC Cultural Safety and Humility Standard, complaints

processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Nurses' Bargaining Association. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum quarterly or more frequently as deemed necessary.

Agreed to in Joint Caucus on the 20th day of February, 2026, at 1:34 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX YY

MEMORANDUM OF AGREEMENT

RECRUITMENT AND RETENTION OF INDIGENOUS EMPLOYEES

1. The parties agree that Indigenous peoples are under-represented as employees in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. The parties agree that these ongoing harms are best addressed with concerted efforts to embed Indigenous-Specific Anti Racism. The parties also recognize the important and significant qualities, contributions and perspectives that Indigenous nurses bring to patients/residents/clients/service users and the healthcare system. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous employees into the health care system, and to increase Indigenous representation within the NBA bargaining unit.

2. To support the recruitment and retention of Indigenous employees, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:

    - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
    - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
    - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.

Where there is more than one qualified Indigenous candidate, Employers will consider ~~give consideration to~~, among other factors ~~things~~, the community or communities ~~communit(ies)~~ involved, and the patient/resident/client/service user population served by the position. ~~the candidates' Indigenous knowledge and experience and circumstances surrounding the role when determining the successful candidate.~~ Informed by a distinctions-based approach, considerations will be given to candidates' relationships, knowledge and/or experience with or in the communities or populations being served.

The Employer may engage with the specific community or communities being served in developing and/or applying these considerations.

Within the first thirty (30) days in the position, the successful candidate may elect to leave the position and return to their previously held position with that employer (if applicable). In such circumstances, they will give twenty-eight (28) days' notice to the employer.

Employers will not be required to repost and may select another candidate.

3. The parties agree that there may be new or existing positions that require lived experience or knowledge of Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.

4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

5. The parties will share information with the Forum described in Appendix XX MOA re: Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare regarding the use of this MOA.

6. This MOA will form part of the Employers' and Unions' joint commitment to advance reconciliation and build a more equitable and culturally safe healthcare system.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX ZZ

MEMORANDUM OF AGREEMENT

DIVERSITY, EQUITY AND INCLUSION WORKING GROUP

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in stopping harm and fostering ~~creating~~ safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of historically, persistently and/or systemically oppressed ("HPSO") peoples/groups ~~under-represented groups~~, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, ~~within 120 days of ratification~~ the parties will ~~establish~~ continue a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the "Working Group").
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts, people with lived experiences, and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to ~~March 31, 2025~~[end of new agreement term].
7. The Working Group's focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
    - ~~Develop terms of reference;~~
    - Engage and consult ~~stakeholders~~ interest holders as required;
    - Continue to ~~G~~gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group's meetings to inform discussions and actions of the Working Group;
    - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current

gaps in under-represented workers; HPSO workers;

- Support the creation of a safe, and discrimination-free workplace;
- Identify solutions to address barriers to employment and career advancement;
- Continue to r~~R~~eview available data in accordance with applicable privacy legislation; and
- Continue to r~~R~~eview existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; ~~and~~
- The parties will continue to work cooperatively to support implementation and promote the framework and action plan as adopted by the Ministry of Health and the health authorities/PHC. This may include recommendations for resources necessary to support adopted aspects of the framework, including (but not limited to) training and education, employer or Ministry of Health personnel, and/or policy change. Topics of training and education may include (but are not limited to) anti-racism, gender and sexual diversity, anti-harassment, and disability awareness. ~~Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:~~

    ~~i. suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and~~

    ~~ii. suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.~~

8. The Working Group will make recommendations to PHHRCC.
9. ~~The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.~~

Agreed to in Joint Caucus on the 13th day of May, 2026, at 6:37 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

APPENDIX AAA

MEMORANDUM OF AGREEMENT

GENDER DIVERSITY AND INCLUSION

General Inclusion & Gender-Affirming Support

The parties agree to the following:

1. The parties agree that Two-Spirit, gender-diverse and transgender people have experienced and continue to experience barriers to respect, representation and safety in the workforce. Addressing these concerns in the health sector workforce is a critical strategy to ensure equity and inclusion within the health care system for both employees and patients/residents/clients/service users. To that end, the parties will actively engage in creating culturally safe and anti-racist workplaces that are inclusive of gender diversity, which may include policies and practices with a gender inclusive lens, gender-affirming leave(s), and workspaces for gender-diverse individuals and ongoing educational resources and supports.
2. The parties will work together to protect the job security, privacy, and safety of Two-Spirit, transgender, and gender diverse employees at all times in accordance with the Collective Agreement and legislation.
3. Upon an employee's request, the Employer will work with the employee (and the Union, if requested) to prepare a gender-affirming support plan that is respectful, employee-centered, and tailored to the employee's particular needs, including how and if any name or pronoun changes will be communicated.
4. Employees may request that the Employer correct their personal information, such as legal name and gender changes, on employee records, directories, and workplace documents. This may include seniority lists, nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. Employers will correct personal information pursuant to applicable privacy law.
5. Gender identity and expression are protected grounds pursuant to the B.C. *Human Rights Code*. Gender-based discrimination can happen at the workplace or online and includes but is not limited to intentional:
    - Deadnaming (using employee's former name);
    - Misgendering (referring to someone using a word or pronoun that does not reflect their gender); and/or

- Doxxing (intentional sharing personal information, including old photos or medical information for the purpose of harassment or online mobbing).

6. Employers will review current policies and procedures to ensure they are gender inclusive.
7. Employers will make gender inclusive resources available to employees and managers.

This MOA is not intended to limit the work of the DEI Working Group in advancing gender inclusion in the workplace.

Gender-Affirming Medical Leave

Effective April 1, 2023, the Employer will grant an employee a cumulative total of up to eight (8) weeks of leave with pay for medical procedures and revisions. Additional paid or unpaid leave may be provided through collective agreement leave provisions.

Bathrooms/Change Rooms

An employee worker may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change. Employers will:

A) Ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender identity or expression by ensuring there is signage welcoming all genders and confirm this to the NBA within six (6) months of ratification and

B) Within one hundred and eighty (180) days of ratification, p~~P~~ost signage outside and inside~~in~~ all bathroom/changeroom facilities about diverse genders being welcome in these spaces.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:49 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX (NEW)

MEMORANDUM OF AGREEMENT

EMPLOYER FUNDED NURSES' BENEFIT TRUST – SHARED INTENTION

The purpose of this memorandum of agreement is to confirm our shared intention and understanding that the Employer Funded Nurses' Benefits Trust (EFNBT) is to be funded by Employers and not funded by employees.

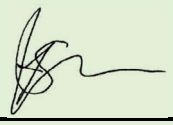
All ongoing funding for the EFNBT as agreed to in the EFNBT Funding Formula is to be paid 100% by Employers.

The parties will jointly instruct their trustees not to implement any co-payment obligations, except those that currently exist, without express agreement of both the NBA and HEABC.

This MOA will be satisfied once the above-described joint instructions are provided to the EFNBT.

Agreed to in Joint Caucus on the 7th day of July, 2026, at 12:05 a.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

INDIGENOUS GRIEVANCE AND ARBITRATION WORKING GROUP

In the Memorandum of Agreement regarding Declaration on the Rights of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare, the parties made several acknowledgments and commitments including, but not limited to:

- acknowledging the pervasive and ongoing harms of colonialism faced by Indigenous peoples;
- agreeing to work together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers; and
- creating a provincial forum to engage in collaborative discussions to inform the work moving forward (the "Provincial ISAR Forum").

The parties acknowledge that the Canadian legal system reflects Eurocentric and colonial worldviews in theory and practice, which can propagate Indigenous-specific racism and other harms to Indigenous peoples. Although grievance and arbitration processes are developed with the goals of remedying disputes and addressing inequities and injustices, their context within the Canadian legal system means these processes may harm Indigenous employees. Therefore, the parties acknowledge the importance of reviewing these processes to create culturally appropriate pathways to respond to grievances involving Indigenous employees and to eradicate Indigenous-specific racism and hard-wire a "speak-up" culture in health care.

By April 1, 2026, HEABC will convene a coordinated and integrated Indigenous Grievance and Arbitration Working Group (the "Working Group"). The Working Group will review the current state of the grievance and arbitration processes and develop provincial and sector-wide recommendations on the grievance and arbitration processes that:

- takes a distinctions-based approach;
- hardwires Indigenous-specific anti-racism by embedding Indigenous rights;
- promotes cultural safety;
- encourages a 'speak up' culture; and
- maintains respect and collaboration.

The Working Group will:

- include representatives from the health authorities, affiliate members, HEABC, health sector bargaining associations, and guests or subject matter experts, including representatives from the Provincial ISAR Forum, as needed;
- meet quarterly or as is deemed necessary;
- develop terms of reference;
- gather necessary data in accordance with applicable privacy legislation to inform discussions and actions; and
- make provincial and sector-wide recommendations to the Provincial ISAR Forum to support Employers and Unions in identifying and utilizing culturally appropriate pathways for resolution in grievances involving Indigenous employees.

Elder or Respected Indigenous Community Member Support

The Working Group, or a sub-committee of the Working Group, will prioritize the development of joint recommendations regarding opportunities for Indigenous employees to request the involvement of an Elder or another respected member of the Indigenous community in grievance procedures and/or other meetings with employers. Such recommendations will be issued by March 31, 2029, and will consider, among other things:

- the value and support this involvement would provide Indigenous employees;
- the cultural and emotional safety of Elders or respected community members;
- the importance of maintaining timely workplace processes and procedures;
- clearly defining the roles and responsibilities of stewards, Elders or respected community members, employees, and Employer representatives in those processes;
- identifying the types of meetings or discussions where Elder or respected community member involvement may be appropriate; and
- any other guidance regarding appropriate cultural norms, practices and expectations for such involvement.

The above work does not prevent an employer, union, and Indigenous employee from agreeing locally in advance to facilitate the attendance of an Elder or another respected community member in a grievance process or meeting.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

INDIGENOUS WORKFORCE COMMITTEE

To further the recruitment, retention and advancement of Indigenous employees, a provincial Indigenous Workforce Committee (the "Committee") will be established for the purpose of sharing and discussing Indigenous workforce planning activities and initiatives across the health sector, including, but not limited to:

- Programs supporting the recruitment and retention of Indigenous employees;
- Career path counselling for Indigenous employees;
- Education, mentorship, and training opportunities for Indigenous individuals; and
- Pathways and skill development programs to facilitate Indigenous employees' access to leadership roles.

The Committee will be a subgroup of the provincial forum established under the MOA Re: Declaration of the Right of Indigenous Peoples and Eliminating Indigenous Specific Racism in Healthcare and will be made up of a representative from each public sector healthcare bargaining association and a representative from each health authority/PHC, with secretariat support from HEABC. The Committee may include representatives from the Ministry of Health or any other interested parties mutually deemed to be appropriate members of the Committee. The Committee will be led by two rotating cochairs, one bargaining association representative and one health authority/PHC representative.

The Committee will be struck within 120 days after all health-sector 2025 – 2029 collective agreements have been ratified, and will meet on a quarterly basis. The Committee will report to the forum providing periodic updates.

Agreed to in Joint Caucus on the 20th day of February, 2026, at 1:34 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

Between:

Ministry of Health ("MOH")

And:

Health Employers Association of BC ("HEABC")

And:

Nurses' Bargaining Association ("NBA")

Re: HEABC Membership for Unionized Long-Term Care and Assisted Living (LTC/AL) Operators

WHEREAS in 2009, government implemented a policy that removed mandatory membership in HEABC for publicly funded LTC/AL operators that were members of HEABC at the time, which allowed contracted operators to negotiate lower cost collective agreements;

WHEREAS government has identified that the lower cost collective agreements subsequently contributed to recruitment and retention challenges that were greatly exacerbated by the COVID-19 pandemic;

WHEREAS to stabilize the delivery of LTC/AL during the pandemic, since April 2020 MOH has provided wage-levelling funding to all non-HEABC contracted LTC/AL operators to enable employees at these facilities to be paid the wage rates in the HEABC collective agreements;

WHEREAS government has recently announced that it will no longer provide wage levelling to fully privately funded LTC/AL operators;

WHEREAS government has recognized that common wages, benefits and working conditions for unionized staff supports a caring, well trained and qualified workforce that delivers a consistent provincial standard of care for all seniors.

THEREFORE, the parties agree:

1. For purposes of this Memorandum of Agreement, "HEABC membership criteria" are that the organization is a Health Organization (as defined in the HEABC Bylaws) which, directly or indirectly, receives the majority of its funding from the provincial government for the provision of services valued at $250,000 or more annually.

2. MOH commits to continue providing wage leveling for LTC/AL operators that meet HEABC membership criteria, until at least March 31, 2027. For any other LTC/AL operators that currently receive wage levelling, but do not meet HEABC membership criteria, MOH retains the ability to end wage leveling on ninety (90) days notice.

3. MOH commits to setting a condition for any LTC/AL operator currently in receipt of wage levelling funding, such that their continued receipt of wage leveling funding is contingent on no subcontracting of work currently performed by unionized staff.

4. MOH will coordinate with the Public Sector Employers' Council Secretariat to implement new policy direction to end the 2009 policy that enabled voluntary HEABC membership for unionized contracted LTC/AL operators.

5. For all operators in receipt of wage levelling, MOH and HEABC will assess which operators with unionized employees currently meet HEABC membership criteria and share this information with the NBA within sixty (60) days of ratification or as soon as possible.

6. Within sixty (60) days of ratification, HEABC and NBA will meet for the purpose of negotiating a template Transition Agreement for the transition of employees of new HEABC members in the Facilities bargaining unit to the NBA Collective Agreement.

7. MOH will create a transition schedule to support a phased transition to HEABC membership over a two (2) year timeframe (October 1, 2026 to September 30, 2028).

    - Phase One (October 1, 2026 – September 30, 2027) will target to include fifty percent (50%) of all LTC/AL operators with unionized employees that meet HEABC membership criteria;
    - Phase Two (October 1, 2027 – September 30, 2028) will target to include the remainder of operators with unionized employees that meet HEABC membership criteria.

8. In alignment with the transition schedule, MOH will submit periodic requests to Government to amend the *Health Care Employers Regulation*.

Agreed to by the parties this 20th day of April, 2026

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Signed on behalf of the Ministry of Health

Ted Patterson, Assistant Deputy Minister,
Ministry of Health

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

BCCNM-CERTIFIED PRACTICE DESIGNATION NURSES WORKING GROUP

On or before April 1, 2028, the Employer and the Union will form a working group of two (2) members each to identify and gather data regarding BCCNM-certified practice nurses and will consider potential ways that could give recognition to those certifications.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 2:30 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Page 1 of 1

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

SEXUAL ASSAULT NURSE EXAMINER (SANE)/FORENSIC NURSE EXAMINER (FNE) WITNESS REMUNERATION

Whereas:

A. A Sexual Assault Nurse Examiner (SANE)/Forensic Nurse Examiner (FNE) may be subpoenaed by the Crown Counsel to testify in court as a fact or expert witness in a criminal proceeding providing evidence which arose directly out of their work-related duties.

B. The need to attend court, as legally required, is a duty cited in SANE/FNE's job description.

C. Article 34 – Leave – Court Appearance affords regular employees with paid leave from work.

D. A casual SANE/FNE subpoenaed to attend court to testify to facts arising in the course of their employment with an employer covered by the Collective Agreement is ineligible for paid leave under Article 34 – Leave – Court Appearance.

E. A regular SANE/FNE required to attend court on an unscheduled day of work to testify to facts arising in the course of their employment with an employer covered by the Collective Agreement is ineligible for paid leave under Article 34 – Leave – Court Appearance.

F. The Parties have a shared interest in ensuring SANE/FNEs are appropriately remunerated when legally required to attend court as a fact witness in a criminal proceeding testifying to evidence acquired in the performance of duties as a SANE/FNE for the Employer.

Therefore, the Parties agree that:

1. Where an employee is ineligible for paid leave under Article 34 – Leave – Court Appearance (as outlined in D and E above), the Employer will compensate the employee subpoenaed by the Crown Counsel to attend court in a criminal proceeding as a fact or expert witness testifying to facts that arose through the performance of duties as a SANE/FNE with an Employer covered by the Collective Agreement their applicable Collective Agreement rate of pay for:

    a) Time required to testify at court; and

    b) Reasonable time to prepare their testimony for the court appearance.

2. Where the above is applicable, the employee will be eligible for remuneration from their current HEABC member employer. An employee will only seek reimbursement from one employer covered by the Collective Agreement in each instance.
3. Where applicable and not already reimbursed by any other party, the Employer will provide SANE/FNEs mileage allowance pursuant to Article 57.02(C) for travel associated with providing testimony in the circumstances outlined above and other associated costs as applicable under the Employer's relevant policy.
4. Where a SANE/FNE receives any other reimbursement, fees, or compensation for their attendance at court, the SANE/FNE will remit all such funds to the Employer.

Agreed to in Joint Caucus on the 12th day of May, 2026, at 4:12 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

REGIONAL JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES PILOT

The Parties have a common interest in supporting a consistent approach to regional health and safety that is collaborative, coordinated, and effective.

The Parties agree to a two (2) year pilot project to establish and determine the effectiveness of Regional Joint Occupational Health and Safety (OHS), Psychological Health and Safety (PHS), and Violence Prevention (VP) ("Regional OHS Committee") at Health Authorities/Providence Health Care (PHC).

Each Health Authority/PHC will pilot one Regional OHS Committee that consolidates existing regional specialized committees to provide a consistent and collaborative approach to employer-wide OHS, PHS, and VP related issues. The Regional OHS Committee will commence within one hundred twenty (120) days of ratification.

The purpose of the Regional OHS Committee will be to work collaboratively to provide guidance and recommendations on:

- OHS, PHS and VP policies and procedures, as applicable;
- OHS, PHS and VP training implementation, as applicable;
- Risk assessment completion;
- WorkSafeBC orders; and
- Corrective actions to address OHS and violent incidents and trends.

The Regional OHS Committee will replace and assume the obligations of the regional VP sub-committee of the Memorandum of Agreement Re: Addressing Workplace Violence and Respect in Health Workplace (Appendix G) only for the duration of the pilot. The Regional OHS Committee will not be established under the *Workers Compensation Act* and is not an escalation pathway for local JOHSC concerns.

Each Health Authority/PHC will invite participants from each bargaining association that represents the employees of the Health Authority/PHC.

Each Regional OHS Committee will be established in accordance with the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, which will be provided to all members of the Regional OHS Committees.

Each Regional OHS Committee will establish a Terms of Reference using the template provided in the Recommendation Report. Within one (1) year of commencement, each Regional OHS Committee will review their Terms of Reference and assess the

committee's effectiveness utilizing established criteria. The results of the assessments will be provided to the Parties.

At the end of the two (2) year pilot, each Regional Committee will assess the committee's effectiveness utilizing established criteria and determine, in accordance with the Terms of Reference, if they will continue to meet. The results of the assessments and their decisions to continue to meet will be provided to the Parties. If the Regional Committee agrees to continue to meet, the period during which they assume the regional VP subcommittee obligations may be extended beyond the pilot period.

Within ninety (90) days of ratification, HEABC will meet with the participating bargaining associations and employers to establish effectiveness criteria.

Agreed to in Joint Caucus on the 20th day of May, 2026, at 1:43 p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

<Date>

Via Email: <EMAIL>

<Name>
<Title>
<Address>

Dear <Name>,

Re: Regional Joint Occupational Health and Safety Committees Pilot

The Nurses Bargaining Association (NBA) and the Health Employers Association of BC (HEABC) support the Regional Joint Occupational Health and Safety Committees Pilot, which will establish one Regional OHS Committee at each health authority and Providence Health Care (PHC). The Regional OHS Committee will consolidate existing regional and specialized committees, only for the duration of the pilot, to promote a consistent, coordinated, and collaborative approach to employer-wide occupational health and safety matters.

Given the work already completed and the template provided in the May 2024 Recommendation Report: Regional Joint OHS, PHS, and VP Committees, the NBA and HEABC expect these regional committees to finalize their terms of reference within two months of its first meeting to ensure the committees are operational and advancing the intended objectives of the pilot. Where a committee is unable to meet this timeline, the matter should be escalated to HEABC and the bargaining associations for further discussion.

In addition, NBA and HEABC expect that these regional committees provide dedicated time and space to identify, discuss, and recommend a minimum of one (1) OHS project, annually.

Sincerely,

James Suderman
Executive Director, Negotiations and Member Services
Health Employers Association of BC
James.Suderman@heabc.bc.ca
604 306 2361

<Name>
<Title>
BC Nurses' Union
<Email>
<Phone>

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX XXX – NEW

MEMORANDUM OF AGREEMENT

WEAPONS SCREENING PILOT PROJECT

The parties acknowledge the opportunity to introduce weapons screening in healthcare as a proactive step towards addressing the risk of weapons-related violence. Maintaining a safe environment is essential for staff and is integral to delivering the highest standard of patient care.

The parties agree to a pilot project to implement and assess artificial intelligence (AI) based weapons detection and voluntary weapons screening as follows:

- Phase 1 – Planning and Set Up: The first six (6) months of the pilot will be used for planning including but not limited to development of project plans, technology and equipment procurement and installation, identifying and securing a mutually agreed-upon evaluator, establishment of an evaluation framework, collection of relevant data and information, and the evaluation will commence.
- Phase 2 – Implementation: Once Phase 1 is completed, the participating health authorities will pilot the following programs for one (1) year:
    - Fraser Health Authority (FHA) will pilot an artificial intelligence (AI) based weapons detection at Surrey Memorial Hospital.
    - Vancouver Costal Health (VCH), Northern Health Authority (NHA), and Interior Health Authority (IHA) will pilot voluntary weapons screening at the following sites:
        - Vancouver General Hospital – Emergency Department
        - University Hospital of Northern British Columbia – Emergency Department
        - Kelowna General Hospital – Emergency Department
- Phase 3 – Evaluation: Within the three (3) months following Phase 2, the evaluation will be completed, and a final written report will be produced and shared with all Parties.

The pilot project will focus on real-world effectiveness, examine operational challenges, examine cost-benefit analysis, and evaluate the integration with existing workplace safety protocols. The pilot will include a comparative evaluation of the two programs.

A working group will be established to oversee the pilot project including developing evaluation metrics with the evaluator, which may include a cost-benefit analysis; the number and types of objects identified or surrendered; the number of incidents involving weapons; violence incident and injury rates; and staff-reported perception of safety. The

working group will be comprised of four (4) representatives, each from the Employer and the Union, and one (1) representative from the Ministry of Health.

The Parties will allocate funds up to a maximum of $3.73 million from the OHS fund through the Appendix A.1 (A) for the pilot project. The Parties will allocate an additional $100,000 from the OHS Fund for evaluation costs. The remaining funds will be provided to the participating health authorities to support, among other things, the procurement and installation of required equipment and systems, temporary positions, and other associated costs.

The Parties will meet to discuss whether there is interest in having another site participate in the pilot.

Agreed to in Joint Caucus on the 21st day of May, 2026, at 4:23 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX (NEW)

MEMORANDUM OF AGREEMENT

HEALTH AND WELFARE BENEFITS – KEY TERMS

Under the 2025-2029 Collective Agreement, the Parties agreed to significant enhancements to employee benefits through the establishment of the Employer-Funded Nurses Benefit Trust (the "EFNBT"). The EFNBT was designed to provide nurses with autonomy to control their benefit plans and, to enable the parties to make immediate benefit plan improvements on April 1, 2027. Key terms of these enhancements are summarized as follows:

1. NBA appointees have exclusive authority to make changes to extended health care, dental, life insurance, AD&D benefit plans beginning April 1, 2029.
2. Effective upon the commencement of the EFNBT on April 1, 2027, the following benefit plan enhancements will immediately come into effect:
    a. Increase Group Life benefit from $50,000 to $250,000;
    b. Increase AD&D benefit from $50,000 to $250,000;
    c. Remove $25 annual deductible from Extended Health Benefits;
    d. Increase coverage for hearing aids from $1,000 per ear every five years to $2,500 per ear every five years;
    e. Increase vision coverage from $350 for corrective lenses every 24 months to $900 for corrective lenses and eye exams every 24 months;
    f. Replace upcoming massage therapy reimbursement limits of $1,427 in 2027 and $1,145 in 2028 with $4,000 annual massage therapy reimbursement limit for plan members and $2,000 annual massage therapy reimbursement limit for dependents;
    g. Increase reimbursement limit on acupuncture from $100 per person per year to $500 per person per year;
    h. Increase reimbursement limit on chiropractic from $200 per person per year to $500 per person per year;
    i. Increase reimbursement limit on naturopathy from $200 per person per year to $500 per person per year;
    j. Increase reimbursement limit on podiatry/~~chiropody~~ from $400 per person per year to $500 per person per year;
    k. Increase reimbursement limit on speech therapy from $100 per person per year to $1000 per person per year;
    l. Increase reimbursement limit on mental health (psychologist, registered social worker, registered clinical counsellor) from $900 per person per year to $1,800 per person per year;
    m. Increase major dental coinsurance from 60% to 70%;

n. Increase lifetime maximum reimbursement limit for orthodontia from $2,750 to $4,000;
o. Added coverage for Shingrex vaccine;
p. Increase frequency of LTD indexing from every four years to every two years; and
q. Change to reflect that during a period of total disability an employee must be under the regular care of a medical doctor "or Nurse Practitioner".

3. The EFNBT is funded through Employer contributions to the EFNBT, which were designed with the support of actuarial analysis to provide long-term benefit sustainability for nurses.
4. Employers are committed to pay the full actual cost of Extended Health, Dental, Life, and AD&D benefits for the first two years of the EFNBT through their contributions to the EFNBT.
5. Starting April 1, 2029, Employers make additional contributions to cover EFNBT administrative costs in excess of 0.2% of payroll.
6. Employers will cover LTD experience risk each year by increasing its contributions to cover LTD costs when such costs exceed projected rates by up to 2%, and making further additional contributions if LTD costs exceed 4% above projected rates.
7. The NBA will provide $175 million of seed funding to support the long-term sustainability of the EFNBT well into the future.

The above summary of key terms of the EFNBT does not override or modify the express terms of the Collective Agreement, Trust Agreement, or Funding Formula, and serves solely as a summary for informational purposes.

Agreed to in Joint Caucus on the 21 day of May, 2026, at 4:00 a.m./p.m.

Signed on behalf of HEABC

James Suderman, Employer Spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by adding the following:

APPENDIX (NEW) -
MEMORANDUM OF AGREEMENT
HEALTH AND WELFARE BENEFITS

1. In this Memorandum:

   "Benefits" means: LTD, AD&D, EHC, Dental and Life;

   "Employer" means any employer certified to the NBA bargaining unit;

   "Employer Funded Nurses' Benefits Trust ("EFNBT") means a trust formed by HEABC and the NBA as required by this Memorandum.

2. The Parties agree to establish the EFNBT for the purpose of providing Benefits to employees under the collective agreement commencing on April 1, 2027 in accordance with a mutually agreeable trust agreement to be entered into by July 1, 2026 (the "Trust Agreement").
3. If the Parties are unable to reach a mutually agreeable Trust Agreement and Funding Formula by July 1, 2026, Vince Ready will be appointed to assist the Parties in mediating mutually agreeable terms.
4. The EFNBT will be funded in accordance with the Funding Formula entered into by HEABC and the NBA on May 21, 2026.
5. Effective upon the commencement of the EFNBT, Employers will be required to participate in the EFNBT and will remit contributions to the EFNBT in accordance with the Funding Formula.
6. Effective upon the commencement of the EFNBT, the EFNBT will provide Benefits equivalent to those under the HBT Group Benefit Plan as of May 20, 2026 subject to the following amendments, with the increased cost of such amendments to be funded through mandate funding and savings from a reimbursement limit on massage therapy benefits:
   a. Increase Group Life benefit from $50,000 to $250,000;
   b. Increase AD&D benefit from $50,000 to $250,000;
   c. Remove $25 annual deductible from Extended Health Benefits;
   d. Increase coverage for hearing aids from $1,000 per ear every five years to $2,500 per ear every five years;
   e. Increase vision coverage from $350 for corrective lenses every 24 months to $900 for corrective lenses and eye exams every 24 months;

f. Replace upcoming massage therapy reimbursement limits of $1,427 in 2027 and $1,145 in 2028 with $4,000 annual massage therapy reimbursement limit for plan members and $2,000 annual massage therapy reimbursement limit for dependents;
g. Increase reimbursement limit on acupuncture from $100 per person per year to $500 per person per year;
h. Increase reimbursement limit on chiropractic from $200 per person per year to $500 per person per year;
i. Increase reimbursement limit on naturopathy from $200 per person per year to $500 per person per year;
j. Increase reimbursement limit on podiatry/~~chiropody~~ from $400 per person per year to $500 per person per year;
k. Increase reimbursement limit on speech therapy from $100 per person per year to $1000 per person per year;
l. Increase reimbursement limit on mental health (psychologist, registered social worker, registered clinical counsellor) from $900 per person per year to $1,800 per person per year;
m. Increase major dental coinsurance from 60% to 70%;
n. Increase lifetime maximum reimbursement limit for orthodontia from $2,750 to $4,000;
o. Added coverage for Shingrex vaccine;
p. Increase frequency of LTD indexing from every four years to every two years; and
q. Change to reflect that during a period of total disability an employee must be under the regular care of a medical doctor "or Nurse Practitioner".

7. Notwithstanding the benefit plan changes outlined above, which are to take effect immediately upon the commencement of the EFNBT, the Trustees will have authority to amend the benefit plan in accordance with the Trust Agreement.
8. The Trust Agreement will be structured such that the trustees appointed by the NBA will have the exclusive right to make amendments to all benefit plans provided by the EFNBT, excluding the LTD plan. Decisions about amendments to the LTD plan will be made jointly by the trustees appointed by the NBA and those appointed by HEABC. However, prior to April 1, 2029 any benefit plan changes, or changes to the administration of the plan generally, will require agreement of HEABC and the NBA.
9. After the commencement of the EFNBT, Employers' exclusive obligation with respect to Benefits will be as set out in the Funding Formula and Trust Agreement.
10. Eligibility for enrollment in benefit plans managed by the EFNBT will continue to be in accordance with the terms of the Collective Agreement, and all references to specific benefit plans within the Collective Agreement shall be interpreted as references to the corresponding benefit plan provided by the EFNBT.
11. Upon entrance into a mutually agreeable Trust Agreement, Appendix U, U.1, and U.2 of the Collective Agreement will be terminated and the obligations therein will cease to be of effect, including but not limited to the massage reimbursement limits set out in the April 20, 2026 decision issued by Vince Ready pursuant to these appendices.

12. Effective April 1, 2027, and contingent upon the Parties entering into a mutually agreeable Trust Agreement, the following consequential amendments to the Collective Agreement will take effect:

a. Delete:

   i. *Appendix S – Memorandum of Agreement Re: Extended Health Care and Dental Benefits Appendix T – Memorandum of Agreement Re: Drug Coverage*

b. Amend in accordance with Schedule 1 of this MOA: *Appendix A Enhanced Disability Management Program, Section B – Long Term Disability (LTD) Plan – Waiting Period (date of disability on or after April 1, 2011)*

c. Amend in accordance with Schedule 2 of this MOA: *Article 60 – Medical, Extended Health and Dental Coverage, Long-Term Disability and Group Life Insurance*

SCHEDULE 1

AMEDMENTS TO

APPENDIX A

ENHANCED DISABILITY MANAGEMENT PROGRAM

(to take effect April 1, 2027, contingent on the Parties entering into a mutually agreeable Trust Agreement)

[Upon publication of the Collective Agreement, all cross references in the below amended provision will be corrected and all underlining and crossed out sections will be deleted to reflect the final published version]

...

Section B – Long Term Disability (LTD) Plan – Waiting Period (date of disability on or after April 1, 2011)

LTD Benefits are now provided by the Employer-Funded Nurses' Benefits Trust (EFNBT), and the EFNBT Trustees have discretion to amend LTD benefit entitlements in accordance with the Trust Agreement. Therefore, the following section has been amended in efforts to remove LTD Plan entitlements from the language of the Collective Agreement and to preserve provisions relating to the respective obligations and entitlements of Employers and employees that continue to be governed by this Collective Agreement. The Parties agree that any remaining references to LTD Benefit entitlements or LTD plan provisions that are within the discretion of the EFNBT Trustees do not restrict the powers of the Trustees as set out in the EFNBT Declaration of Trust.

1.0 Eligibility

1.1 Regular full-time and regular part-time employees, upon completion of the three-month probationary period, become members of the Long Term Disability (LTD) Plan as a condition of employment.

1.2 ~~In the event an employee, while enrolled in this Plan, becomes totally disabled~~ on ~~or after April 1, 2011 and before April 1, 2012 as a result of an accident~~ or ~~sickness, then, after the employee has been totally disabled for five (5) months, the employee shall be eligible for long term disability benefits.~~

~~In the event an employee, while enrolled in this Plan, becomes totally disabled on or after April 1, 2012 as a result of an accident or sickness, then,~~ after the ~~employee has been totally disabled for four (4) months, the employee shall~~ be ~~eligible for long term disability benefits~~.

Effective April 1, 2012 one million three hundred and thirty one thousand ($1,331,000) per fiscal year is allocated from the ongoing 2010-2012 Total Compensation Residual monies to the Employer-Funded Nurses' Benefits Trust, with the instruction to the Trustees that they endeavour to use these funds to maintain a four (4) month waiting period for LTD benefits. ~~reduce the LTD waiting period from five (5) months to four (4).~~

1.3 Total Disability, as used in this LTD Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two (2) years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds seventy percent (70%) of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit (See Section B – 6 Residual Monthly Disability Benefit of this Appendix).

Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.

1.4 During a period of total disability an employee must be under the regular care of a medical doctor.

2.0 Exclusions from Coverage

2.1 The LTD Plan does not cover total disabilities resulting from:

2.1.1 war, insurrection, rebellion, or service in the armed forces of any country;

2.1.2 voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;

2.1.3 intentionally self inflicted injuries or illness.

3.0 Application for LTD Benefits

3.1 A written application under the LTD Plan shall be sent to the claims-paying agent no longer than forty five (45) days after the earliest foreseeable commencement date of benefit payments from the LTD Plan or as soon thereafter as is reasonably possible. Failure to apply within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required application within such time, provided the application is sent no later than six (6) months from the time the application is otherwise required.

4.0 Waiting Period/Transition to LTD

4.1 Employees who still have unused sick leave credits after the waiting period when the long term disability benefit becomes payable shall have the option of:

4.1.1 using sick leave credits to top up the long term disability benefit; or

4.1.2 banking the unused sick leave credits for future use.

4.2 Employees who will be eligible for benefits under the LTD Plan shall not have their employment terminated. Following expiration of their sick leave credits and/or any other paid leaves to which they are entitled, they shall be placed on unpaid leave of absence until receipt of LTD benefits.

4.3 Employees who have a CMP and participate in transitional work, a graduated return to work or an accommodation during the LTD waiting period will not have their entitlement to LTD benefits delayed as a result of participating in the CMP.

4.4 An employee who has been granted any unpaid leave of absence totaling less than twenty-one (21) days in any year (including time while in receipt of LTD) shall continue to accumulate all benefits.

4.5 An employee shall not accumulate benefits from the twenty-first (21st) day of unpaid leave (including time while in receipt of LTD) to the last day of the unpaid leave (see Article 37 of the PCA).

4.6 Upon expiration of an unpaid leave an employee shall receive credit for previously earned benefits and shall resume accumulating benefits.

5.0 LTD Benefits

5.1 Provisions set out under Section B – 4.4, 4.5 and 4.6 apply to employees in receipt of LTD benefits.

5.2 Medical, Extended Health and Dental – Employees on long term disability who have already been granted unpaid leave of absence (including time while in receipt of LTD benefits) totaling up to twenty (20) days in any year may choose to continue to maintain any or all of the Medical, Extended Health and Dental benefit plan coverage. The premiums will be cost shared by the employer and employee on a 50-50 basis provided the employee pays their portion of the premium for such coverage in advance on a monthly basis.

5.3 Pension – Employees on long term disability shall be considered employees for the purposes of pension in accordance with the Municipal or the Public Service Pension Plan Rules, as applicable.

5.4 Group Life Insurance – Employees on long term disability shall have their group life insurance and AD&D premiums waived and their coverage continued.

5.5 LTD Premiums – LTD premiums shall be waived while an employee is in receipt of a disability benefit from the LTD Plan.

~~5.6 Totally disabled employees shall receive a benefit equal to seventy~~ percent ~~(70%) of the first $5843 of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above $5843 or sixty-six and two-thirds percent (66-2/3%) of pre-disability monthly earnings, whichever is more. The $5843 level is to be increased annually by the increase in the weighted average wage rate for employees under the PCA for the purpose of determining the benefit amount for eligible employees as at their date of disability.~~

~~It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD Plan.~~

5.7 For individuals with a date of disability prior to April 1, 2027, the following will apply on a go forward basis from April 1, 2027:

In the event that the LTD benefit falls below the amount set out in Section B – 5.6 above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits will be adjusted prospectively to seventy percent (70%) of the first ~~$5843~~ $8318 for RNs/RPNs and $5110 for LPNs of the current monthly earnings and fifty percent (50%) on the current monthly earnings above ~~$5843~~ $8318 for

RNs/RPNs and $5110 for LPNs or sixty-six and two-thirds percent (66-2/3%) of current monthly earnings, whichever is more based on the wage rate in effect following review by HBT/underwriter every two ~~four~~ years. (Note: the ~~$5843~~ $8318 for RNs/RPNs and $5110 for LPNs is the LTD Threshold as of April 1, 2024).

~~5.8~~ For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

~~5.9 The LTD benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers, dies, or is eligible for and begins receiving the Early Retirement Incentive Benefit ("ERIB"), whichever occurs first.~~

5.10 Employees are not to be terminated for non-culpable absenteeism, while in receipt of long term disability benefits.

~~**6.0 Residual Monthly Disability Benefit**~~

~~6.1 The Residual Monthly Disability Benefit is based on eighty-five percent (85%) of the rate of pay at the date of the disability less the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds eighty-five percent (85%) of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly long term disability net of offsets benefit and the percentage difference between the eighty-five percent (85%) of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to seventy percent (70%) of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.~~

~~**Example:**~~

~~(a) Monthly long term disability net of offsets benefit = $1000.00 per month~~

~~(b) 85% rate of pay at date of disability = $13.60 per hour~~

~~(c) 70% of current rate of pay = $12.12 per hour~~

~~(d) percentage difference [(b/c) – 1] = 12.2%~~

~~(e) Residual Monthly Disability Benefit (a x d) = $122.00~~

7.0 Integration with other Disability Income

7.1 In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this LTD

Plan shall be reduced by one hundred percent (100%) of such other disability income.

7.2 If other disability income is available to the employee, they must apply for this income prior to receiving LTD benefits. Other disability income shall include but is not limited to:

7.2.1 any amount payable under any *Workers' Compensation Act* or law or any other legislation of similar purpose; and

7.2.2 any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and

7.2.3 any amount of disability income provided by a compulsory act or law; and

7.2.4 any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled had they applied for such a benefit; and

7.2.5 any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

7.3 Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

7.4 If a disabled employee becomes entitled to other disability income, such as a WCB or CPP award, as a result of the same accident, sickness, or illness for which they are eligible and entitled to receive LTD benefits under the LTD Plan, then the LTD Plan is entitled to be repaid in accordance with Appendix B.

7.5 The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan until the LTD benefit payable is recalculated to reflect current wage rates [Reference Section B – 5.7].

~~**8.0 LTD Plan Early Retirement Incentive Provision**~~

~~8.1 The LTD Plan Early Retirement Incentive Benefit ("LTD Plan ERIB") is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.~~

~~8.2 An employee under this Agreement who~~ is:

~~8.2.1 eligible for, or who is receiving LTD benefits or who has been in receipt~~ of ~~benefits for four (4) years or more,~~

~~8.2.2 eligible for early retirement pension benefits; and~~

8.2.3 not eligible for the LTD Plan Rehabilitation Provisions shall apply for early retirement.

8.3 The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan ERIB.

8.4 Entitlement to and the amount of the LTD Plan ERIB shall be determined by considering the following factors:

8.4.1 the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;

8.4.2 the amount of the monthly early retirement benefit that the employee will receive;

8.4.3 the amount of the gross monthly LTD benefit that the employee is entitled to receive;

8.4.4 the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,

8.4.5 the maximum LTD benefit duration period applicable to the employee.

8.5 If the combination of pension benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section B – 7.2 of this Appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

8.6 An employee who is eligible for the LTD Plan ERIB shall be entitled to receive the benefit in a lump sum, or direct the Healthcare Benefit Trust to any other designate. The employee shall complete an LTD Plan ERIB Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the terms of the LTD Plan ERIB and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the Parties to the PCA.

8.7 All eligible employees who are entitled to the LTD Plan ERIB shall be entitled to the continuation of the Life Benefit coverage in effect until 65 years of age, or death, whichever is earlier.

9.0 LTD Appeals

9.1 LTD claims shall be adjudicated and paid by a claims-paying agent to be appointed by the Trustee. The claims paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes a decision of the claims-paying agent regarding a claim for benefits under the LTD Plan, the employee may file an appeal requesting that the claim be re-examined by the claims-paying agent.

9.2 The claims-paying agent shall provide a decision letter which includes the reasons for acceptance or denial of an appeal and shall provide it to the claimant, and the Union upon receipt of authorization from the claimant.

9.3 File disclosure including all medical opinions and case notes shall be provided to the Union when requested and upon receipt of authorization from the claimant.

9.4 A claimant shall have a two (2) year time limit to appeal any decision to deny or terminate a claim unless there are good and sufficient reasons to extend the time period. Claimants shall be provided with information about the appeal process and contact information for their union representative.

10.0 Claims Review Committee (CRC)

10.1 If the employee continues to dispute a decision of the claims-paying agent, the employee may request to have the claim reviewed by a Claims Review Committee (CRC) comprised of three (3) independent and qualified medical doctors agreed to by the LTD Plan Advisory Committee.

11.0 Return to Work

11.1 Upon return to work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job. An employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 and Article 19.

~~**12.0 Successive Disabilities**~~

~~12.1 If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.~~

~~12.2 In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.~~

~~12.3 Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.~~

13.0 Rehabilitation under LTD Plan

13.1 Rehabilitative employment shall mean any occupation or employment for wages or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the LTD Plan.

13.2 Approved Rehabilitation Plan (ARP) means a rehabilitation plan that has been jointly developed by the employee and the employee's union, the Disability Management Professional (DMP) and the HBT/underwriter and approved by HBT/underwriter, consistent with the principles of the EDMP. The ARP shall be signed by the employee and the HBT/underwriter.

In the event that an employee is medically able to participate in a rehabilitation activity or program, called an ARP, that can be expected to facilitate a return to their own job or other gainful employment, entitlement to benefits under the LTD Plan will continue for the duration of the ARP as long as the employee continues to participate and cooperate in the ARP.

14.0 Rehabilitation Review Committee (RRC)

14.1 In the event that the eligible employee does not agree with the rehabilitation plan or does not agree that they are medically able to participate and cooperate in the rehabilitation plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:

14.1.1 be able to demonstrate reasonable grounds for being unable to participate and cooperate in the rehabilitation plan; or,

14.1.2 appeal the dispute to the Rehabilitation Review Committee (RRC) for a resolution.

14.2 The RRC shall be composed of three (3) qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The RRC shall be composed of three (3) individuals chosen on a rotating basis from a list of rehabilitation specialists mutually acceptable to the parties. The purpose of the RRC shall be to resolve the appeal of an eligible employee who:

14.2.1 does not agree with the rehabilitation plan; or,

14.2.2 does not agree that they could medically participate in the rehabilitation plan.

14.3 During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the RRC has made its decision. The decision of the RRC shall determine whether or not the eligible employee is required to participate and cooperate in the rehabilitation plan. The rehabilitation plan approved by the RRC shall be deemed to be the ARP. In the event that the eligible employee does not accept the RRC's decision, their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the ARP.

15.0 Rehabilitative Employment Benefits and Entitlements while in receipt of LTD Benefits

15.1 An Employee who returns to gainful rehabilitative employment under an ARP will receive all monthly rehabilitation earnings plus a monthly Long Term Disability benefit up to the amount set out in Section B – 5.6 of this Appendix provided that the total of such income does not exceed one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability.

15.2 An employee who returns to gainful rehabilitative employment under an ARP and works 15 hours or more per week will have their Medical, Dental, and Extended Health benefits reinstated. Group life insurance, AD&D and LTD premiums are waived.

15.3 An employee who returns to gainful rehabilitative employment under an ARP will have all other benefits accrue on a proportionate basis.

15.4 Earnings received by an employee during a period of total disability that are derived from employment which has not been approved as rehabilitative employment under an ARP, shall reduce the regular monthly benefit from the Plan by one hundred percent (100%) of such earnings.

15.5 If the ARP involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two (2) years of disability or some lesser period as agreed to by the employee, the Union and the DMP as part of a CMP.

15.6 Upon successful completion of the ARP an employee who is unable to return to their own job may have their LTD benefit period extended for a maximum of six (6) months for the purpose of job search.

16.0 Request for Paid Leave while engaged in Rehabilitative Employment and in Receipt of LTD Benefits

16.1 Requests for paid leaves, except sick leave, on a day that an employee is scheduled to work will be granted and paid in accordance with the PCA and will not result in income that exceeds one hundred percent (100%) of the current rate of pay for their regular occupation at the date of the disability. (See Section A – 12.1 for leaves while engaged in rehabilitative employment and not in receipt of LTD benefits).

17.0 GRTW Wages and Benefits while in receipt of LTD Benefits

17.1 These employees are considered disabled and under treatment.

17.2 The employees will receive pay and appropriate premiums for all hours worked. The LTD Plan will pay for hours not worked at two-thirds (2/3) of basic monthly earnings at the date of disability.

17.3 On the commencement of a GRTW Medical, Dental, and Extended Health benefits are reinstated. Group life insurance, AD&D and LTD premiums are waived.

17.4 An employee who is engaged in a GRTW under an ARP will have all other benefits accrue on a proportionate basis.

18.0 LTD Premiums While On A Leave of Absence

18.1 Employees on leave of absence without pay may opt to retain coverage under the LTD Plan provided by the Employer-Funded Nurses' Benefits Trust and shall

pay the full premium. Coverage shall be permitted for a period of twelve (12) months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two (2) years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

19.0 Benefits Upon Plan Termination

19.1 In the event this LTD Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by the LTD Plan prior to its termination.

20.0 Premiums

20.1 The cost of the LTD Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five (5) months prior to an employee's sixty-fifth (65th) birthday, whichever occurs first.

21.0 Administration

21.1 The Employer shall administer and be the sole trustee of the Plan.

21.2 The claims-paying agent shall provide HEABC and the Association with copies of policies, procedures and guidelines used for claims adjudication.

21.3 The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

21.4 All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedure in the PCA.

22.0 Long Term Disability Plan Advisory Committee

22.1 The parties will work together to improve the LTD Plan processes. Two (2) persons from HEABC and one person from the HBT or other benefit administrator or service provider shall meet with three (3) representatives of the Association.

23.0 Provincial Collective Agreement Unprejudiced

23.1 The terms of the Plan set out above shall not prejudice the application or interpretation of the PCA.

SCHEDULE 2

AMENDMENTS TO

ARTICLE 60 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

(Effective April 1, 2027, contingent on the Parties entering into a mutually agreeable Trust Agreement)

[Upon publication of the Collective Agreement, all underlining and crossed out sections will be deleted to reflect the final published version]

60.01 Medical Coverage

(A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. or any other plan mutually acceptable to the Union and the Employer. The Employer shall pay one hundred percent (100%) of the premium.

(B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.

(C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.

(D) The medical plan becomes effective on the first of the calendar month following date of hire.

60.02 Extended Health Care Coverage

Effective April 1, 2027 the Employer-Funded Nurses' Benefits Trust (EFNBT) provides Extended Health Care Benefits to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

~~Effective November 1, 2012, the Extended Health Care Plan will include Pharmacare tie in with the addition of coverage for Prometrium.~~

~~Effective January 1, 2017, the Extended Health Care Plan will move to~~ Blue Rx ~~coverage.~~

(A) ~~The Employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for regular employees and their~~ eligible ~~dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "S"). The plan benefits shall be expanded to include:~~

(1) ~~Expenses incurred for the purchase and maintenance of a hearing aid up to a maximum of one thousand ($1000) per ear per person in each five (5) year period; and~~

(2) ~~Vision care coverage providing three hundred and fifty dollars ($350) every twenty four (24) months per eligible employee or eligible dependent. Note~~ 1:

~~No coinsurance payment will be applied on vision claims. Note 2: This change is effective June 1, 2010.~~

(3) ~~The maximum lifetime amount payable per eligible employee or~~ eligible ~~dependent shall be unlimited.~~

(B) ~~A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through~~ payroll ~~deductions.~~

(C) ~~Membership in the extended health care plan is a condition of employment~~ for ~~regular employees who are not members or dependents of members of another approved extended health care plan.~~

(D) ~~The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.~~

60.03 Dental Coverage

Effective April 1, 2027, the EFNBT provides Dental Benefits to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

(A) ~~(1) The Employer shall pay all of the monthly premium for a dental plan covering one hundred percent (100%) of the cost of the basic plan "A" and sixty percent (60%) of the cost of the extended plan "B" and sixty percent (60%) of the cost of the extended plan "C" (Orthodontic Plan). The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the Pacific Blue Cross Plan, or any other plan mutually acceptable to the Union and the Employer (See also Appendix "S").~~

~~(2) A regular employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of $2,750 per patient with no runoffs for claims after termination of employment.~~

(B) ~~A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through~~ payroll ~~deductions.~~

(C) ~~Membership in the dental plan is only available to, and is a condition of employment for, regular employees provided they are not the primary member of another dental plan. Note: This change is effective June 1, 2010.~~

(D) ~~Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of hire.~~

~~60.04 Dependents~~

~~An eligible dependent for the purposes of Articles 46.01, 46.02 and 46.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.~~

60.05 Long-Term Disability Insurance Plan

Effective April 1, 2027, the EFNBT provides Long-Term Disability Insurance Benefits to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

~~The Employer shall provide a mutually acceptable long-term disability insurance plan, a copy of which shall appear in Appendix "A" section B – Long-Term Disability Insurance Plan.~~

~~The plan shall provide post-probationary regular employees with salary continuation as per Appendix "A" section B until age sixty-five (65) in the event of a disability.~~

~~The cost of the plan shall be borne by the Employer.~~

60.06 Group Life Insurance Plan

Effective April 1, 2027, the EFNBT provides Group Life Insurance to eligible employees in accordance with the Plan Document, and all Employers are required to participate in the EFNBT.

(A) ~~Eligibility~~

~~Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan as a condition of employment.~~

(B) **~~Benefits~~**

(1) ~~The plan shall provide basic life insurance in the amount of fifty thousand dollars ($50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.~~

(C) **~~Premiums~~**

~~The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.~~

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Agreed to in Joint Caucus on the 21st day of May 2026, at 4:00 (p.m.) a.m./p.m.

Signed on behalf of HEABC

James Sidemen, Employee spokesperson

Signed on behalf of the NBA

Jim Gould, NBA Spokesperson

Employer-Funded Nurses' Benefits Trust Funding Formula

WHEREAS, pursuant to Memorandum of Agreement Re Health and Welfare Benefits forming part of the Final Agreement on renewal of the 2025-2029 Nurses Bargaining Association Collective Agreement executed on May 21, 2026 (the "MOA") between the HEABC and the NBA (as defined herein), HEABC and the NBA have reached agreement on an Agreement and Declaration of Trust (the "Trust Agreement");

NOW THEREFORE, HEABC and NBA hereby agree to the following:

Definitions

1. **Benefits Funding Formula** means the agreed methodology and numerics for determining the funding that the Employers are required to provide to the EFNBT for the purposes of providing health and welfare benefits to its members under the collective agreement between NBA and HEABC.

2. **Employer** means any employer certified to the NBA bargaining unit by agreement of the parties or by certification on record at the BC Labour Relations Board, and "Employers" has a corresponding meaning.

3. **NBA** means the Nurses' Bargaining Association, the trade union certified to bargain collectively on behalf of members of the NBA bargaining unit.

4. **HEABC** means the Health Employers' Association of BC, the recognized employer organization that bargains collectively on behalf of various employers in the health sector of the BC Government.

5. **EFNBT** means the Employer-Funded Nurses' Benefits Trust jointly governed by Trustees appointed by NBA and HEABC for the purposes of providing benefits to NBA members.

6. **LTD Utilization Rate** shall refer to a rate, expressed as a percentage of Payroll, calculated to reflect:

    a. the LTD demographic, incidence, and termination experience; and
    b. the Employer-provided component of non-income replacement benefits for disabled members.

7. **EHC, Dental, Life, and AD&D Utilization Rate** shall refer to a rate calculated to reflect the usage of Extended Health Care and Dental, Life Insurance, and Accidental Death & Disability Insurance Benefits used by non-disabled members.

8. **Administrative Expenses** shall refer to expenses incurred by the EFNBT for major service providers including actuarial, legal, etc. as well as the administrator or adjudicators (Healthcare Benefits Trust, Pacific Blue Cross, Canada Life).

9. **Payroll** means the cost of all straight-time hours of regular employees, but shall not include allowances, premiums, differentials, benefit costs, or pension costs.

Responsibility of EFNBT vs. Employers

10. Employers will remain responsible for the following claims and costs after April 1, 2027:
    a. Disability income for members with a date of long-term disability prior to April 1, 2027 until the claim is closed,
    b. Employer costs (cost of benefits net of employee contributions) for other benefits for members with a date of long-term disability prior to April 1, 2027, until the claim is closed,
    c. For members that are not disabled, or do not have a date of disability prior April 1, 2027,
        i. Extended Health benefits for claims incurred prior to April 1, 2027;
        ii. Dental benefits for claims incurred prior to April 1, 2027; and
        iii. Life and AD&D benefits for claims incurred prior to April 1, 2027.
    d. Administration costs in respect of administering claims payments for any of the items in a., b. or c. above.

11. Employers will remain responsible for disability claims, with dates of disability prior to April 1, 2027 in the event of the claim reopening where the reopened claim has the same date of disability.

12. Employers will be responsible for providing the benefits under paragraphs 10 and 11 based on the plan provisions in the collective agreement as of March 30, 2025. In other words, if the EFNBT changes its benefit provisions, the employer obligation in respect of benefits under paragraphs 10 and 11 would not change.

13. The EFNBT will cover claims with incurred dates after March 31, 2027 that are not otherwise covered through paragraph 10 above.

14. Notwithstanding paragraphs 10 through 13 above, HEABC and the NBA may enter into negotiations to effect an asset and liability transfer from HBT. In the event of such a transfer, the EFNBT would assume responsibility for some or all of the claims and expenses described in paragraphs 10 through 13 above.

EFNBT Funding

15. On April 1, 2027, the NBA will contribute $175 million to the EFNBT on a one-time basis for the long-term sustainability of the EFNBT. This contribution will not be drawn upon by the Trustees to fund benefits until after March 31, 2029.
16. HEABC and the NBA agree that, commencing on April 1, 2027 Employers will contribute a percentage of Payroll (prorated for the first payment to the extent that April 1, 2027 falls within a pay period) as determined in accordance with paragraphs 17 to 19 below.
17. From April 1, 2027 to March 31, 2029, the contribution rate shall be expressed as a percentage of Payroll equal to 3.90% of Payroll plus the actual annual EHC, Dental, Life, and AD&D Utilization Rate. For these two years, Employers will make annual contributions at a fixed percentage of Payroll based on actuarial projections for the fiscal year and reconcile the difference between actual and projected following the end of each fiscal year.
18. From April 1, 2029 to March 31, 2031, the contribution rate will be 14.00% of Payroll.
19. From April 1, 2031 onwards the contribution rate will be 14.25% of Payroll.

20. From April 1, 2029 onwards, Administrative Expenses incurred by the Trustees of EFNBT in excess of 0.2% of Payroll will be covered by additional Employer contributions. Such additional contributions shall be provided in the following year beginning April 1.

LTD Risk Sharing

21. A baseline LTD Utilization Rate shall be established as 3.90% of Payroll.

22. From April 1, 2027 to March 31, 2028 and April 1, 2028 to March 31, 2029, an actual LTD Utilization Rate will be determined as the cost of long-term disability income and benefits (excluding expenses) divided by Payroll.

23. If the actual LTD Utilization Rate exceeds the baseline LTD Utilization Rate, Employers will make an additional contribution in the following year, commencing on April 1, to the EFNBT as follows:
    a. Actual LTD Utilization Rate exceeds baseline by 2% or less: Employer contributions will increase by the difference between actual LTD Utilization Rate and baseline LTD Utilization Rate multiplied by 3.90%.
    b. Actual LTD Utilization Rate exceeds baseline LTD Utilization Rate by more than 2% but less than 4%: Employer contributions will increase by 0.078% of Payroll.
    c. Actual LTD Utilization Rate exceeds baseline LTD Utilization Rate by more than 4%: Employer contributions will increase by 0.078% plus the 50% of the difference over 4% multiplied by 3.55%.

All of which is agreed to this the 21 day of May, 2026.

Signed on behalf of the Nurses' Bargaining Association of Unions (NBA):

Signed on behalf of the HEABC:

2025 Collective Bargaining in the Health Sector

Renewal of the 2022 – 2025 Nurses Bargaining Association (NBA) Collective Agreement

Amend the collective agreement by changing the following:

GENERAL HOUSEKEEPING PROPOSAL

The Parties agree and acknowledge that the following changes are for housekeeping purposes only and are not intended to substantively alter the Parties' respective rights and obligations under the Collective Agreement.

ARTICLE 13 – SENIORITY

~~This Article is effective on the implementation date as defined in the Consolidation of Certifications Appendix.~~

ARTICLE 19 – LAY-OFF & RECALL

~~This Article is effective on the implementation date as defined in the Consolidation of Certifications Appendix.~~

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

19.01 Displaced Employees

In the event of a reduction in the work force, regular employees shall be laid-off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid-off.

An employee who is qualified and yet unwilling to do the work shall be laid-off.

(A) Notice to the Union

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

(B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and their ~~his/her~~ shop steward and Employer representative(s). The Employer will make available a list of current union vacancies within their worksite, a list of unfilled vacancies within the respective Employer, a current union seniority list for the worksite (see Article 13.06) as well as a seniority list for the respective Employer, and information regarding any other options that may be available at the time.

Rest of article to remain intact

ARTICLE 38 – LEAVE – ~~MATERNITY~~ PREGNANCY AND PARENTAL ~~LEAVE~~

ARTICLE 46 – LEAVE – CEREMONIAL, CULTURAL, SPIRITUAL

AND COMPASSIONATE LEAVE FOR INDIGENOUS EMPLOYEES

***The Parties agree to amend the Collective Agreement by deleting the following Appendices (HH, and JJ.4)**:*

~~APPENDIX HH~~

~~MEMORANDUM OF AGREEMENT~~

~~JOB DESCRIPTIONS~~

~~The Health Authorities/Providence Health Care agree that consolidating the number of job descriptions is an important objective and are committed to this process. Within ninety (90) days of ratification and quarterly thereafter, each Health Authority/Providence Health Care will provide the NBA with the number of job descriptions it has for each existing profile.~~

~~Within ninety (90) days of ratification, each Health Authority/Providence Health Care will begin a process of consolidating and reducing its job descriptions. By March 31, 2014, each Health Authority/ Providence Health Care will have reduced its total number of job descriptions for registered nurses to no more than sixty (60) per Health Authority/Providence Health Care. Thereafter, the Employer will continue its efforts to reduce job descriptions.~~

~~In addition, the Health Authorities/Providence Health Care will commence a process of working together to seek opportunities for common job descriptions across Health Authorities/Providence Health Care.~~

~~During the 2016 collective bargaining, the Employer proposed a cancelling of Appendix HH. The Employer reported that some Health Authorities had achieved the goal of sixty (60) job descriptions per Health Authority while other Health Authorities had not. The Employer reported that the number sixty (60) was too low due to organizational structure. The example of this was PHSA.~~

~~The Union believes it is important to have a full understanding of job descriptions. The original letter listed above was designed to have a more appropriate number of job descriptions as some Employers had over one thousand (1,000).~~

~~The Union and the Employer agree that in the six (6) months following the ratification of the Collective Agreement, the employers and the Union, utilizing the assistance of the Nursing Staffing Secretariat, will deal with this matter and come to a viable conclusion.~~

~~APPENDIX JJ.4~~

~~MEMORANDUM OF AGREEMENT~~

~~RURAL AND REMOTE NURSING~~

~~**Whereas:**~~

~~The Parties have a shared interest in pursuing solutions to nurse recruitment and retention issues presently faced by health employers operating in rural and remote communities.~~

~~**Therefore, the NBA and MOH agree that:**~~

~~1. The Parties will conduct a joint review of Rural/Remote nursing issues.~~

~~2. The purpose of this review will be to identify immediate and pressing nurse recruitment and retention issues.~~

~~3.The review will be conducted in each of the following health authorities and shall be conducted by one (1) employee of the health authority and one (1) representative from the NBA:~~

~~a. Northern Health;~~

~~b. Interior Health;~~

~~c. Island Health; and~~

~~d. Vancouver Coastal Health.~~

~~4. The review will commence no later than three (3) months following ratification of the PCA and be completed no later than six (6) months following ratification of the PCA.~~

~~5. Upon completion of the review the Parties will submit joint recommendations, on solutions to issues identified by the re- view, to MOH for approval. Once approved the recommendations shall be implemented.~~

~~6. Where health authority and NBA's appointees conducting the joint review cannot reach agreement regarding whether a particular measure should, or should not, be recommended, either party may send unilateral recommendations to the NPS which will determine whether implementation is appropriate.~~

~~7. The Ministry of Health will allocate $2,000,000 to implement approved recommendations.~~

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.04 Casual Employees

(A) **Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

(1) Sickness relief.

(2) Vacation relief.

(3) Leave of absence relief.

(4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments).

(5) Temporary work load, including but not limited to, supplemental shift care services provided to specific clients for palliative care purposes.

(6) Paid holiday relief.

(7) Overtime owing relief.

(8) ~~Maternity~~Pregnancy leave relief.

~~(9) Client Specific Assignments from Home Support Agencies. These assignments are client specific, subject to cancellation without notice, and may be filled within the total discretion of the client. These assignments are deemed to be in compliance with Articles 11.04 (B) through (F) which shall not apply. (See also Appendix "Q")~~

(J) **Probationary Period**

~~(2) For nurses working client specific assignments from home support agencies, the probation period for newly hired casual employees shall be 487.5 hours worked.~~

ARTICLE 26 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

26.02 Consecutive Hours of Work

The daily hours of work for each employee shall be consecutive ~~with the following exceptions:~~

~~(1) Client specific nurses working from home support agencies working more than one (1) scheduled shift per day shall have the right to refuse split shifts except those confined to a twelve (12) consecutive hour period.~~

~~(2)~~ with the exception of ~~E~~employees subject to a flexible work schedule arrangement may work split shifts, where the employee requests a split shift and the Employer agrees.

~~**APPENDIX Q**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**CLIENT SPECIFIC NURSES FROM HOME SUPPORT AGENCIES**~~

~~1. The assignment of nurses to clients will continue in accordance with current practices for all types of assignments. These assignments include the assignment of clients to regular employees and casual employees, and upon regular employees losing hours, the reallocation of employees to other clients, and the assignment of replacement hours.~~

~~2. An employee who works in client specific assignment(s) for a minimum of fifteen (15) hours per week, up to thirty-seven and one-half (37.5) hours per week, on an ongoing basis, who has worked these hours in excess of four (4) months, and who is expected to continue to work these hours for an ongoing period, will be entitled to regular status.~~

~~3. It is understood that employees who choose to become regular will no longer be able to restrict their availability for hours. Employers have the right to determine the total hours of work per week to which employees are assigned.~~

~~4. Employees who meet the requirements outlined in #3 above, will have a choice to retain casual status or apply for regular status. The Employer may then reorganize the work in an effort to determine whether a regular position can be sustained for that employee.~~

5. Employees would retain regular status for as long as they continue to work within this range of hours, that is fifteen (15) to thirty- seven and one-half (37.5) hours per week.

6. The Employer will make every effort to find replacement assignments for these employees if they lose hours within this range. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service.

7. Should they fall below this range of hours on an ongoing basis, displacement will be deemed to have occurred. Employees will have the option to revert to casual status or exercise their displacement options

8. If employees choose displacement, the Employer will make every effort to find replacement assignments for these employees. This means, that if qualified, these employees would be presented by the Employer to any new clients coming onto service. This will be the full extent of the Employer's obligations.

9. The hours of assignments, and the assignments themselves, are subject to fluctuation on short notice. Where it is possible to re- schedule these hours, they will be. Where the Employer is reimbursed for the lost hours, the employee will be paid accordingly.

10. The following provisions of the Provincial Collective Agreement apply to regular employees pursuant to this Memorandum:

Articles 1 to 10

Articles 12 and 13

Articles 15 and 16

Article 18.04, as amended* Articles 20 to 24

Article 25.01

Article 25.02 – in addition, it is understood that work schedules are based on client needs and preferences.

Article 25.07

Article 25.08

Article 25.09(B) Article 25.10

Article 25.11

Article 26

Article 27.01 to 27.04

Articles 28 to 62

This Framework for Settlement will be implemented within sixty (60) days following ratification.

This Framework for Settlement is subject to funding from the applicable Ministries of the Provincial Government.

*18.04 is amended to read as follows:

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the

~~Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the Program. Orientation shall include:~~

~~(A) organizational structure;~~

~~(B) relevant policies and procedures;~~

~~(C) duties of the position.~~

~~Employees required to attend such programs will be paid at the applicable rate of pay.~~

~~*Note:* General practice on how employees are presented to clients for selection:~~

~~*Upon new clients coming onto service, the Employer contacts qualified employees by phone to determine whether they are willing to be presented to a client for an interview. Should the Employer have some notice of the client coming onto service (i.e. two to three weeks), qualified employees, whose availability is consistent with the client's schedule of care, and who are in an appropriate geographic location, will be presented to the client,*~~

~~*by seniority, subject to the priority "presentment" below. If the client requires service immediately, the Employer will be more focused on contacting qualified employees that it knows are readily available.*~~

~~*Priority "presentment" is offered to those employees who have been displaced, who have lost hours, who return from long-term leaves of absence, or who desire more hours or different hours of work, in that order. External candidates are given last priority. The assignment(s) may then be filled within the total discretion of the client.*~~

~~This Memorandum of Agreement was introduced in the 1998 to 2001 Provincial collective Agreement. During bargaining for the 2019-2022 Provincial Agreement the Nurses' Bargaining Association pro- posed to delete this memorandum. Due to time constraints, the parties were unable to determine the applicability of this MOA. Therefore, the parties agree to review and update the MOA, including whether it should apply to licensed practical nurses, during the term of this Agreement.~~

ARTICLE 36 – LEAVE – ELECTIONS AND PUBLIC OFFICE

36.01 Elections

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent themselves from work they shall suffer no loss of salary for the scheduled hours away from work.

36.02 Public Office

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office, including Municipal, Provincial, Federal, First Nation or other Indigenous government if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)

ARTICLE 37 – LEAVE – GENERAL

~~**37.04 Domestic and Sexual Violence Leave**~~

~~(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:~~

~~(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;~~

~~(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and~~

~~(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.~~

~~(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.~~

~~(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.~~

~~(D) Casual employees will not be required to be available for shifts as outlined above.~~

~~(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.~~

ARTICLE 41 – LEAVE – ~~PUBLIC OFFICE~~ DOMESTIC AND SEXUAL VIOLENCE

~~Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office, including Municipal, Provincial, Federal, First Nation or other Indigenous government if nominated, and if elected, to serve their term(s) of office. (Reference Article 37 – Leave – General.)~~

(A) If an employee or eligible person as defined in the *Employment Standards Act* experiences domestic or sexual violence, then in each calendar year an employee is entitled to a leave as follows:

(1) Up to five (5) days of paid leave (inclusive of the paid leave in the *Employment Standards Act*) taken in one or more blocks of time;

(2) Up to five (5) days of unpaid leave taken in one or more blocks of time; and

(3) Up to fifteen (15) weeks of additional unpaid leave taken in one block of time or, with the Employer's agreement, more than one block of time.

(B) An employee's entitlement to leave under this Article is in addition to any entitlement to leave under other articles of the collective agreement.

(C) An employee granted leave under this Article shall be entitled to benefits in accordance with Article 37.01 (Leave – General). For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(D) Casual employees will not be required to be available for shifts as outlined above.

(E) In the event that legislation enacts provisions with a greater entitlement to maximum weeks of leave related to domestic or sexual violence, that legislation provision shall prevail.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

11.03 Regular Part-Time Employees

(B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 12 Anniversary Date and Increments; Reference Article 60 ~~46~~ Medical, Extended Health and Dental coverage, LTD and Group Life Insurance Coverage.)

11.04 Casual Employees

(C) **Letter of Appointment**

(3) **Short-Term and Long-Term Availability**

(c) The Employer may offer casual employees the opportunity to provide their availability and book shifts as far as six (6) months in advance in writing (or by using an alternative method contemplated in (E)(I)(7)).

ARTICLE 13 – SENIORITY

13.03 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

(a) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);

(b) absence due to ~~maternity~~ pregnancy and parental leave as provided for in this Agreement;

(c) absence due to any paid leave for the period of the leave;

(d) absence due to the conduct of Union business;

(e) absence due to lay-offs, for the first twenty (20) work days;

(f) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and

(g) absence while on a long-term disability claim (including the qualifying period).

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS

IN THE FILLING OF VACANCIES OR NEW POSITIONS

18.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give them ~~her~~ a minimum monthly increase of two hundred dollars ($200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

The employee shall receive the new pay rate from the first day worked (including orientation) in the position.

ARTICLE 21 – CREATION OF NEW POSITION

21.01 Employer Notice

If the Employer creates a new position, it shall give written notice to the Union classification department of the job classification level it has assigned to that position, pursuant to Article ~~61~~ 62 and shall provide a copy of the new job description to the Union, pursuant to Article 23.

ARTICLE 22 – CHANGE IN CLASSIFICATION

22.01 Employer Notice

If the Employer makes a significant change in the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article ~~61~~ 62 and shall provide a copy of the new job description to the Union pursuant to Article 23.

22.02 Implementation

(A) If the Union objects to the Employer's classification assignment, it must do so via the Job Classification Review Procedure.

(B) **Job Classification Review Procedure**

(i) Upon initiation of the Job Classification Review Procedure, representatives of the Union and HEABC shall within twenty-eight (28) days consider which profile best describes the core function of the job in question, and how the job fits into the industry standard for like jobs. At the request of either party, the parties will complete and utilize the job questionnaire(s) in this consideration. The parties shall attempt to resolve the matter through negotiations.

(ii) Failing resolution of the matter by negotiations, the matter may be referred by either party to the BCHOA as a classification arbitration. The Arbitrator shall consider the same criteria (see Article 21.02(B)(i)) as the parties in determining the appropriate classification/wage level for the job in question.

(iii) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will utilize staff representatives of the Union and HEABC to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.

ARTICLE 53 – QUALIFICATION DIFFERENTIAL

53.03 Registered Psychiatric Nurse

A regular employee who acquires and maintains registration ~~under both the *Nurses (Registered) Act* and the *Nurses (Registered Psychiatric) Act*~~ as both a Registered Nurse (RN) and Registered Psychiatric Nurse (RPN) under the *BC Health Professions and Occupations Act* shall be paid an additional fifty dollars ($50.00) per month for clinical preparation.

ARTICLE 60 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

60.04 Dependents

An eligible dependent for the purposes of ~~Articles 46.01, 46.02 and 46.03~~ Articles 60.01, 60.02 and 60.03 is one who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

ARTICLE 61 – EFFECTIVE AND TERMINATING DATES

(A) This Agreement shall be effective from April 1, 2022 and shall remain in force and be binding upon the parties until March 31, 2025 and thereafter until a new Agreement has been consummated.

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

(B) The operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.

(C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

MEMORANDUM OF AGREEMENT

Between:

Nurses' Bargaining Association

And:

Health Employers Association of British Columbia on Behalf of the Worksites with Memoranda

Re: Extended Work Day/Compressed Work Week

ARTICLE 25 – WORK SCHEDULES

25.05 Requirements of Work Schedule

(A) The Employer and the Union agree to waive that portion of ~~Article 25.05(E)~~ Article 25.06(E) reading:

Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period.

(B) Nursing Staff Work Schedules may take the form of either a two-shift or single shift rotation.

(C) A regular employee shall not be scheduled to work more than four (4) consecutive shifts unless agreed to between the parties.

For the purposes of this article, (A) and (C) refer to schedules with shifts greater than eight (8) hours in length.

ARTICLE 46 – LEAVE – CEREMONIAL, CULTURAL, SPIRITUAL AND COMPASSIONATE LEAVE FOR INDIGENOUS EMPLOYEES

46.02 Entitlement to Ceremonial, Cultural, and Spiritual Leave

a) An Indigenous employee may request up to thirty-seven point five (37.5) hours of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 33.01 – Compassionate Leave as applicable (and per the expanded definition of "family").

APPENDIX A

MEMORANDUM OF AGREEMENT

ENHANCED DISABILITY MANAGEMENT PROGRAM

Section A – General Principles and Application (effective April 1, 2011)

14.0 Wages and Benefits on a GRTW as part of a CMP

14.1 Employees will receive pay and appropriate premiums for all hours worked. Sick, vacation or banked time off, if available, may be used for hours not worked.

14.2 Benefits under Article 6046 are reinstated on commencement of a GRTW and continue while the employee is actively participating in the program.

14.3 All other benefits of the PCA accrue on a proportionate basis (see Section B – 17 for employees in receipt of LTD benefits).

APPENDIX DD

LIST OF EMPLOYERS

BRITISH COLUMBIA NURSES' UNION (BCNU)

[*The Parties agree to update the list of employers prior to printing/publishing of the Collective Agreement*]

***The Parties agree to amend the Collective Agreement by deleting the following Appendices (JJ.2 and PP)**:*

~~**APPENDIX JJ.2**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**SPECIALTY EDUCATION**~~

~~The participants agree to the benefit of continuing to collaborate on specialty education. The parties will model out projected needed specialty nursing FTEs for the term of the agreement. Health Authorities/Ministry of Health will provide funding for specialty education for at least 850 FTEs for fiscal year 2016 – 2017 and then adequate funding for required FTEs for at least two (2) additional years and for the balance of the agreement.~~

~~**APPENDIX PP**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**PRIMARY AND COMMUNITY CARE MODEL IMPLEMENTATION**~~

~~**Background**~~

~~BC Health Authorities and Providence Health Care (PHC), the NBA and HEABC share a strong commitment to the successful integration of the Primary and Community Care health services across British Columbia. The Health Authorities and PHC are currently at various stages in the process of implementing changes to the Primary and Community care model, based on the needs of each community.~~

~~Primary and Community Care health services feature:~~

- ~~Direct life-long care relationships between a Primary and Community Care team and patients, families and communities;~~
- ~~Patients/families as partners and contributors to their own care decisions;~~
- ~~Primary and Community Care teams that are interdisciplinary based on the health needs of the local community;~~
- ~~To the extent possible, health care services close to home;~~
- ~~A focus on prevention and wellness;~~
- ~~Seamless care transitions throughout the patient journey;~~
- ~~A shift of resources and staff toward the creation of inter-disciplinary primary care teams focused on longitudinal care relationships with patients, families and communities; and~~
- ~~A relationship between the Primary and Community Care team and Specialized Community Service Programs (SCSPs) in the interests of providing person-centered, culturally safe care through an ongoing relationship between an individual and their primary care provider who is most responsible for the overall coordination and continuity of the individual's care throughout their life.~~

- SCSPs provide specialized care for people with complex conditions including complex medical/frailty and moderate to severe mental health and substance use issues.
- During the transition to primary care and while working in the new model, the NBA and its members have identified a number of concerns:
  a. Education, leadership and mentorship;
  b. Staffing levels, skill mix and working to full scope;
  c. Primary care nurse job descriptions;
  d. Impact of primary care initiatives on other areas, including, acute and long-term care;
  e. Issues around documentation and technology;
  f. Flexibility around shift length and rotations; and
  g. Additional recruitment and retention strategies.

To address these concerns and to recognize the parties' shared commitment to the implementation of the Primary and Community Care model, the parties agree to:

1. The NBA and the Employer agree to meet within 30 days post ratification to create a comprehensive change management strategy that promotes safe nursing practice, increased job satisfaction and staff retention (Labour Adjustment Plan).
2. The NBA and the Employer further agree that while all nurses possess a general knowledge in the areas of Home Care, Public Health, and Mental Health; Specialized Community Service Programs will provide care for patients in the community with complex conditions including, but not limited to, complex medical/frailty, palliative care and moderate to severe mental health and substance use issues.
3. The parties agree that all nurses impacted by the transition in primary and community care services will participate in an individual learning needs assessment. Each assessment will consider a nurse's education and experience in relation to the respective job description and will identify any education gaps. Where a gap is identified, necessary education will be completed prior to the employee being required to complete the work. This includes nurses who are currently working in a primary care role and those who are yet to transition to primary care.
4. The parties agree to utilize money allocated for clinical mentorship for the creation of clinical resource nurses to be allocated equitably across the Health Authorities/PHC to support Primary and Community Care. The parties agree to evaluate the effectiveness of these positions and report back to the parties no later than ninety (90) days prior to the expiry of this Agreement.
5. Primary care nurse job descriptions will be reviewed in consultation with the Union and the Employer at the local level. Job descriptions will provide a clear overview of expected roles and responsibilities.

~~6. These efforts will be in addition to the existing mechanisms in this Agreement, such as consultation, staffing, scheduling, classification, workload, training and education, and various statutes and regulations to address matters that may arise.~~

The Parties agree to amend the Collective Agreement by deleting Appendix N and changing Article 25.07(H) as follows:

ARTICLE 25 – WORK SCHEDULES

25.07 Requirements of Work Schedules (Employees on Flexible Work Schedules)

This Article applies to all nurses who are employed in a program which provides other than 24-hour per day services.

(H) In order to provide the flexibility necessary to enable the completion of the required hours of work in each four (4) week period, it is agreed that no premium or penalty contemplated in Article 28 (Shift Premium and Weekend Premium) or 27 (Overtime) of this Agreement shall apply where it results from an employee exercising their right to flexible work arrangements pursuant to this Article. ~~(See Appendix "N")~~

The Parties agree that the principles contained in the Government of the Province of British Columbia (Northern Interior Health Unit) and BC Nurses' Union (July 19, 1996; Donald Munroe, Q.C.) Arbitration Award will govern the Parties' interpretation and application of Article 25, Article 27, Article 28, and any related articles with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.

~~**APPENDIX N**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**ARTICLE 25, 27, 28 & RELATED ARTICLES – COMMUNITY-BASED SERVICES SECTION, FLEXIBLE WORK SCHEDULES, OVERTIME, SHIFT PREMIUMS**~~

~~The Parties agree that the principles contained in the Government of the Province of British Columbia (Northern Interior Health Unit) and BC Nurses' Union (July 19, 1996; Donald Munroe, Q.C.) Arbitration Award will govern the Parties' interpretation and application of the above-noted provisions, with respect to the matter of when overtime and shift premiums are payable to employees working a flexible work schedule.~~

The Parties agree to amend the Collective Agreement by deleting Appendix P and changing Article 49 as follows:

ARTICLE 49 – PENSION PLAN

49.0X Incentive Payment for Pre and Post-Retirees

1. The Employer will provide an annual incentive payment (the "Incentive Payment") to Eligible Employees. For the purpose of this Article "Eligible Employees" means:

   (i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension

Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and

(ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.

2. The Incentive Payment will be:

(i) An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.

(ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.

(iii) Paid at the Eligible Employee's option either:

(a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or

(b) directly to the Eligible Employee.

~~**APPENDIX P**~~

~~**MEMORANDUM OF AGREEMENT**~~

~~**INCENTIVE PAYMENT FOR PRE AND POST-RETIREES**~~

~~1. The Employer will provide an annual incentive payment (the "Incentive Payment") to:~~

~~(i) Employees who are eligible to retire, have maximized their pensionable service and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time or a regular part-time position; and~~

~~(ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time or a regular part-time position.~~

~~(collectively the "Eligible Employees")~~

~~2. The Incentive Payment will be:~~

~~(i) An amount equal to what the Employer would have contributed to the MPP or the PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions). Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.~~

~~(ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in 1(i) or 1(ii) above.~~

~~(iii) Paid at the Eligible Employee's option either:~~

~~(a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or~~

~~(b) directly to the Eligible Employee.~~

APPENDIX RR

MEMORANDUM OF AGREEMENT

EMPLOYED STUDENT NURSE (ESN)

WHEREAS the parties seek to:

i. Retain graduates of local nursing programs following completion of their studies by providing job opportunities for paid experience;

ii. Consolidate students' knowledge and skills so they are 'job ready' as new graduates;

iii. Understand the feasibility, effectiveness and outcomes of such a process;

iv. Facilitate the above points in a safe environment;

AND WHEREAS the *Health Professionals and Occupations Act*, RSBC 1996, c.183 and the British Columbia College of Nurses and Midwives (BCCNM) ~~Nursing Professionals (BCCNP)~~ Bylaws and Policies have been revised to provide for the employment of undergraduate nurses in health care facilities;

NOW THEREFORE, the parties agree:

1. Priority for the program will be given to undergraduate nurses who are residents of British Columbia.

2. Undergraduate nurses will be hired and utilized in a manner consistent with the BCCNM ~~British Columbia College of Nursing Professionals (BCCNP)~~ Rules and Registration Program Policies and Standards of Practice and this Memorandum of Agreement.

3. Under the direction of manager or designate, undergraduate nurses will provide direct nursing care to both stable and unstable patients/clients/residents, commensurate with their level of education and training.

4. Undergraduate nurses will be considered casual employees and governed by Article 11.04 – Casual Employees except as modified, or specified otherwise below:

Article 11.04 – Casual Employees

(A) Definition:

An undergraduate nurse is a person engaged in the practice of nursing for the purpose of working as a nursing student in a health care facility during or between

the terms of the Nursing Education Program, in accordance with the BCCNM ~~British Columbia College of Nursing Professionals (BCCNP)~~ Rules and Registration Program Policies.

APPENDIX JJ.3

MEMORANDUM OF AGREEMENT

NURSING SCOPE OF PRACTICE

Background

The scope of practice for Licensed Practical Nurses ("LPN"s), Registered Nurses ("RN"s) and Registered Psychiatric Nurses ("RP-N"s) are set out in the Nurses (Licensed Practical), the Nurses (Registered) and Nurse Practitioners and the Nurses (Registered Psychiatric) regulations under the *Health Professions and Occupations Act* (the "Act"). These scopes of practice are complemented by standards, limits and conditions that are set by the British Columbia College of Nursing Professionals, as well as by employer policies and an individual nurse's competence to carry out a particular activity.

The Ministry of Health has recently completed updates to the scope of practice regulations for LPNs, RNs and RPNs under the Act, and is now in a position to work collaboratively with Health Authorities, Colleges and the NBA in consultation with others to ensure these scopes are optimized in practice settings across the continuum of care and in every part of the province.

The Parties recognize that the delivery of care requires well-functioning teams that value the contributions of all members. Research has shown that "Successful high functioning teams [are] fluid, confident, non-hierarchal, patient-focused and include the right nurses in the right job. Team members [have] autonomy over decisions within their scope of practice. They [make] decisions about complex patients through collaboration, negotiation and recognition of each member's expertise." 2014 Bauman et al. 01 (Reference: High Functioning Nurse Teams: Collaborative Decisions for Quality Patient Care Bauman, et al NSRU – Health Human Resources Series 40 November 2014) Research will be utilized to ensure that effective teams are supported which enable nurses to utilize their skills and abilities in order to effectively meet the needs of patients/clients/residents.

...

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties commit to establishing a culture of safety and violence reduction in every worksite.

In recognition of this, the parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the ~~*Act* and~~ Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the ~~*Act* and~~ Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from WorkSafeBC, providing the address, phone number, and website for WorkSafeBC.

The provisions of this Article are intended to be additional to, but may also be covered by, provisions of the *Workers Compensation Act* and related regulations.

32.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the ~~j~~Joint Occupational Health and Safety Committee ("JOHSC") in promoting a safe and ~~healthful~~ healthy workplace.

The improved effectiveness, streamlined and singular report mechanisms of the ~~Joint Occupational Health and Safety Committee ("JOHSC")~~ JOHSC will have benefit to overall workplace safety and well-being, including improved claims management.

The Employer shall establish a JOHSC at all worksites as determined by the *Workers Compensation Act*. The Employer will also consider requests from the Union to establish either a JOHSC where there are less than twenty (20) employees or assign the worksite to an existing JOHSC.

The Employer will consult with the Union Representative when making a proposal to WorkSafeBC for a variation to JOHSC requirements under the *Workers Compensation Act* and Occupational Health and Safety Regulation.

Each JOHSC shall govern itself in accordance with the provisions of the *Workers Compensation Act* and applicable Occupational Health and Safety Regulations and shall be comprised of equal representation from the Employer and the Union, with each party appointing its own JOHSC Members. JOHSC Members appointed by the Union shall be chosen by the Union membership or appointed by the Union.

NBA JOHSC Members (or alternates) will be provided time during work that is reasonably necessary to prepare for JOHSC meetings, and shall be released from their regular duties to attend JOHSC meetings and perform related duties and functions as set out in the *Workers Compensation Act*. The Employer will reassign the work that would otherwise have been performed by the NBA JOHSC Member. This may include replacement of the employee.

As outlined in the *Workers Compensation Act,* JOHSC Members shall be provided with adequate training and orientation regarding the duties and responsibilities of JOHSC Members to allow the Members to fulfil those duties competently. Such training and orientation shall take place within six (6) months of the Member joining the JOHSC.

Where the JOHSC is conducting an incident investigation involving an NBA member, the designated NBA JOHSC Member (or alternate) shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the NBA JOHSC Member for the duration of the investigation. This may include replacement of the employee. Where an investigation is scheduled outside the NBA JOHSC Member's regular hours, the Member will be paid at the applicable rate of pay.

Within sixty (60) days of ratification, the parties agree to jointly request that SWITCH BC develop a universal format for JOHSC minutes and pursue the development of OH&S curriculum to improve JOHSC effectiveness within twelve (12) months of ratification.

Once per month, the Employer will make available to the Union, in electronic format, the minutes of each JOHSC meeting, including but not limited to appendices, decisions, recommendations, reports, data and investigations reviewed.

The JOHSC may request from the Employer information necessary to complete its duties and functions of the JOHSC outlined in the *Workers Compensation Act*. This information may include but is not limited to, incident and injury reports, safety policies, procedures and practices, violence risk assessments, security incident reports and regulatory inspections and orders related to employee occupational health and safety. Such information will be provided in a timely manner and will not be unreasonably withheld.

Every six (6) months, the Employer shall provide to the Union, in electronic format, the following data:

- a list of all active ~~Joint Occupational Health and Safety Committees~~ JOHSC;
- the areas that each committee is responsible for (such as facility, units or programs);
- where and when each committee meets;
- the names, positions, and committee appointment dates for all NBA members;
- the date each member received education as per the OHS Regulation and additional education referred to in the Collective Agreement or provided by the employer relating to occupational health and safety.

32.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

32.03 Safe Workplace

(A) The Employer and employees recognize the need for a safe and ~~healthful~~ healthy workplace and agree to take appropriate measures in order that risks of incidents, occupational disease, and violence are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.

(B) An employee performing a visit to clients in the community may request to be accompanied by a member of the inter-disciplinary team or other appropriate personnel for the initial home visit where the pre-screen assessment identifies a risk of violence or other hazard or where a pre-screen has not been completed. Employees shall have the right to request backup to attend for any subsequent home visits where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

(C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to

identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.

(D) It is recognized that health care workers are vulnerable to violence because they provide care directly to members of the public across all settings, including hospitals, care homes and in the community. The Employer will establish procedures and policies to minimize or eliminate the risk of workplace violence.

(E) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients, and the safe handling of materials and products. Nurses who are newly hired to work in community mental health or in a job that primarily provides services to a similar client population shall also be provided with orientation, job shadowing, and/or in-service where necessary for a minimum period of three (3) weeks including:

- job shadowing with an experienced nurse,
- familiarization with available patient resources,
- development of environmental assessment skills,
- orientation with client population,
- development of appropriate ~~behavioral~~ behavioural care plans, and
- policies for safe client visits.

The Employer will make readily available ongoing and updated information, manuals, online tools and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(F) Employers agree to provide employees with violence prevention training based on the program that was originally designed by the Provincial Violence Prevention Steering Committee. The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be trained in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will regularly provide ~~Joint Occupational Health and Safety Committees (JOHSC)~~ JOHSC with the worksite violence prevention training rates. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. Where operational requirements allow, these modules may be completed while at work. The modules of the program that are applicable to the employee according to the program will be considered a compulsory in-service under Article 35.02.

(G) The Employer will provide the necessary training to an employee in a new position as outlined in the Provincial Violence Prevention Committee's guidelines.

The Employer will provide OHS supervisory training to any nurse whose job duties include supervision and/or direction and annual refresher training. This training will be considered a compulsory in-service in accordance with Article 35.02.

The Employer will provide the necessary training to employees who are commencing work in a supervisory role.

32.04 Provision for Immunizations

(A) Where the Employer or ~~Occupational Health and Safety Committee~~ JOHSC identifies high risk areas which expose nurses to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

(B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

32.05 Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident including, but not limited to, violence, threat of violence, death of a colleague or an unusual or unexpected patient death or a series of such incidents. The Employer shall offer access to supports from a practitioner with experience in critical incident support and trauma informed practice including, but not limited to, psychologists, psychiatrists, and/or registered clinical counsellors. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours. The Employer shall notify employees of the availability of supports, including the time, date and location and if provided to the Employer in advance the name, experience and/or qualification(s) of the practitioner participating in the session. Employees may request such supports be made available at a later date/time. If an employee has concerns regarding the practitioner, the Employer will consider those concerns which may include offering an alternative practitioner. Employees accessing support will be given time off from work without loss of pay to attend agreed to critical incident support, or be paid at the applicable rate of pay. Employee participation in critical incident support is voluntary.

32.06 Psychological Health ~~&~~ and Safety

The Employer and the Union agree to cooperate in the promotion of psychologically healthy and safe working conditions and practices.

The Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall continue their implementation of the Canadian Standards Association (CSA) Psychological Health and Safety Standard in all of their workplaces.

Health Authorities and ~~Providence Health Care (PHC)~~ PHC shall regularly communicate their implementation of the CSA ~~Psychological Health & Safety Standard~~ to their employees in Employer worksites.

The Employer and Union agree that the thirteen (13) factors, as defined in the CSA Psychological Health and Safety Standard are:

- Organizational Culture

- Psychological and Social Support
- Clear Leadership & Expectations
- Civility ~~&~~ and Respect
- Psychological Demands
- Growth ~~&~~ and Development
- Recognition ~~&~~ and Reward
- Involvement ~~&~~ and Influence
- Workload Management
- Engagement
- Balance
- Psychological Protection
- Protection of Physical Safety

The Employer and Union agree that each of these factors must be assessed and, where necessary, improved in an ongoing manner in order to establish and maintain psychologically safe workplaces.

The Employer and Union recognize the role of ~~Joint Occupational Health and Safety committees (JOHSC)~~ JOHSC in supporting psychologically healthy and safe workplaces. Therefore, the JOHSC shall be engaged in local level identification of psychological health and safety hazards, promotion of psychologically healthy and safe workplaces, participate in related inspections and investigations and make recommendations for improving psychological health and safety in the workplace.

Within 120 days of ratification, the Employer and Union agree to request that the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) develop standardized resources to support local JOHSC to fulfill their duties and functions to support psychologically healthy and safe workplaces.

APPENDIX D

MEMORANDUM OF AGREEMENT

PROVINCIAL OCCUPATIONAL HEALTH AND SAFETY

The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites~~,~~ throughout the health care sector.

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices, and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- Support the adoption of leading (best) practices, programs, or models;
- Facilitate ~~co-operation~~ cooperation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint Occupational Health and Safety committees ("JOHSC");
- Share information, data, and experience across the sector;
- Improve awareness of and compliance with *Workers Compensation Act*, Occupational Health and Safety Regulation, and relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) ~~CSA~~ Standards for Occupational Health and Safety Management and Psychological Health and Safety in the Workplace.

And ~~where as~~ whereas the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in, and support province-wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency;
- Evidence based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

1. The parties commit to support SWITCH BC in carrying on with occupational health and safety projects previously agreed to in support of the healthcare sector.
2. In the event of the dissolution of SWITCH BC for any reason, the parties will meet to discuss an alternative provincial occupational health and safety structure.
3. Per Appendix A.1, HEABC will contribute a sum of $1,290,000 per annum to the NBA for occupational health and safety initiatives. The NBA may use all or part of the funding allocated to it to contribute towards provincial projects undertaken by SWITCH BC, or the NBA may choose to use all or part of this funding to, in conjunction with the member Employers and HEABC, identify and address initiatives specific to the NBA.

In furtherance of using gender-neutral language, the Parties agree to replace "maternity" with "pregnancy" throughout the Collective Agreement. There are no changes to benefits or entitlements for employees who take pregnancy leave because of the change in terminology. Accordingly, the Parties agree to amend the collective agreement by changing the following Articles:

ARTICLE 38 – ~~MATERNITY~~PREGNANCY LEAVE AND PARENTAL LEAVE

38.01 ~~Maternity~~ Pregnancy Leave and Parental Leave – Birthing Parent

(A) **~~Maternity~~ Pregnancy Leave**

A pregnant regular employee shall be granted up to seventeen (17) consecutive weeks ~~maternity~~pregnancy leave of absence without pay. Such leave may commence thirteen (13) weeks prior to the expected birth date or any time thereafter at the request of the employee. The ~~maternity~~pregnancy leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of the pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(B) **Parental Leave**

In addition to a ~~maternity~~pregnancy leave of absence as described above, upon written request and within seventy-eight (78) weeks of the birth of the child, a regular employee shall also be granted an unpaid parental leave of absence of up to sixty-one (61) consecutive weeks. Parental leave will normally commence immediately following ~~maternity~~pregnancy leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(C) **Special Circumstances**

(1) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under (A) above.

(2) A request for special circumstances leave pursuant to Article 38.01(C)(1) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

(3) If the ~~new born~~ newborn child will be or is at least six (6) months of age at the time the child comes under the care of the employee, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

(4) An employee's combined entitlement to leave under sub-sections (A), (B), and (C) of Article 38.01 is limited to eighty-nine (89) weeks.

(D) Medical complications of pregnancy, including complications during an unpaid leave of absence under this Article, preceding the period stated by the *Employment*

Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

(E) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected birth date.

(F) The Employer shall not terminate an employee or change a condition of their employment because of the employee's pregnancy or their absence for ~~maternity~~ pregnancy reasons.

38.02 ~~Maternity~~ Pregnancy Leave Allowance

(A) An employee who qualifies for ~~maternity~~pregnancy leave pursuant to Article 38.01, shall be paid a ~~maternity~~pregnancy leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*.

In addition, the employee must specify whether they have elected for standard or extended parental leave benefit coverage as per the *Employment Insurance Act*.

(B) Pursuant to the Plan, the ~~maternity~~pregnancy leave allowance will consist of:

(5) One (1) week at eighty-seven percent (87%) of the employee's normal weekly earnings;

(6) Sixteen (16) additional weekly payments equivalent to the difference between the employment insurance gross benefits plus any other earnings received by the employee and eighty-seven percent (87%) percent of the employee's normal weekly earnings.

(7) Benefits under this plan will not exceed seventeen (17) weeks inclusive of the one (1) week waiting period.

(8) For the purpose of this Plan, "normal weekly" earnings shall mean regularly scheduled hours multiplied by the employee's basic rate of pay.

(C) Employees are not entitled to receive the ~~maternity~~pregnancy leave allowance and sick leave benefits concurrently. However, an employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided they satisfy the Employer that their absence is due to a valid health-related condition, and that they are unable to attend at work to perform their duties.

The employee shall not be prohibited from utilizing sick leave credits prior, or subsequent, a period of ~~maternity~~ pregnancy leave.

(D) To be eligible for the ~~maternity~~pregnancy leave allowance as described in paragraph B above, an employee must:

(a) not be in receipt of sick leave benefits;

(b) must provide satisfactory documentation to the Employer that they have applied for and is in receipt of employment insurance benefits; and

(c) an employee who is not eligible for, or is disentitled to, employment insurance benefits is entitled to the full amount of allowance under the SEB Plan only under the following circumstances:

(i) the employee does not have a sufficient number of insurable weeks of employment to qualify (at least 20 weeks); or

(ii) the employee works less than the required number of hours (15 hours per week); or

(iii) the employee's earnings are at least equal to 20% of the maximum weekly insurable earnings.

38.03 Parental Leave – Non-birthing Parent

(A) **Parental Leave**

Upon written request, and within seventy-eight (78) weeks of the birth or placement of the child, a regular employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay.

(B) **Special Circumstances**

If the ~~new-born~~newborn or adopted child will be or is at least six (6) months of age at the time the child comes under the actual care and custody of the employee and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, a regular employee may apply for up to five (5) additional weeks parental leave without pay. The additional weeks must be taken immediately after the unpaid leave in Article 38.03(A) above. The combined parental leave and parental leave (special circumstances) cannot exceed sixty-seven (67) weeks.

38.04 Benefits Continuation

(A) For leaves taken pursuant to Article 38.01 and 38.03 the first twenty (20) work days of such leave, the employee shall be entitled to the benefits under Article 37 (Leave – General).

(B) For the balance of the leaves taken pursuant to Article 38.01 and 38.03, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

(C) Any further leave granted will be unpaid leave without any benefits.

38.05 Notice Requirement

An employee shall make every effort to give four (4) weeks' notice prior to the commencement of a leave of absence pursuant to Article 38.01 and 38.03, and at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.

Notwithstanding the above, an adoptive parent will notify the employer when they are advised of the date of the adoptive placement. The employee shall furnish proof of adoption.

38.06 Return to Employment

(A) An employee resuming employment after a leave of absence pursuant to Article 38.01 and 38.03 shall be reinstated in all respects to their previous position or to a comparable position, with all increments to wages and benefits to which they would have been entitled during the period of their absence.

(B) Notwithstanding Article 45, vacations, vacation entitlement, and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 38.01 and 38.03. At the employee's discretion, vacation earned pursuant to this Article may be paid out, taken at the end of the leave, or carried over to the following year notwithstanding Article 45.04.

38.07 Bridging of Service

If a regular employee, who is employed for an Employer as defined in Article 1.02 of this Agreement, terminates as a result of a decision to raise a dependent child or children residing with the employee, and applies for and receives a regular position with the same Employer, the employee shall be credited with length of service accumulated at the time of termination.

The following conditions shall apply:

(A) The employee must have completed three (3) years of service with the Employer.

(B) The resignation must indicate that the reason for termination is to raise a dependent child or children.

(C) The break in service shall be for no longer than three (3) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative.

(D) This bridging of service will apply to an employee who is employed by an Employer party to this Provincial Agreement and applies for and receives a regular position at the same worksite.

(E) The employee must serve a three month probationary period.

(F) An employee returning to work under this clause shall retain their former increment level and years of service for vacation purposes.

38.08 Casual Employees

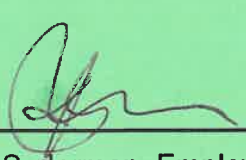
Casual employees shall not be required to be available for shifts for up to seventy-eight (78) weeks following the birth or adoption of a child pursuant to Article 38.01 and 38.03. Where the child has medical circumstances requiring continued care, the employee shall not be required to be available for work for up to an additional eleven (11) weeks pursuant to Article 38.01(C) or 38.03(B). The employer shall not terminate casual employment for the duration of this period as a result of this Article.

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Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the Employer with notice consistent with Article 38.05.

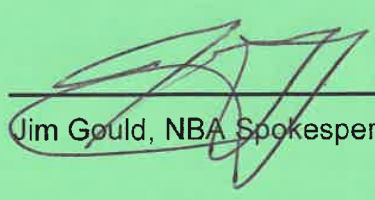
Agreed to in Joint Caucus on the 13th day of May, 2026, at 6:38 p.m.

Signed on behalf of HEABC



James Suderman, Employer Spokesperson

Signed on behalf of the NBA



Jim Gould, NBA Spokesperson

E&OE/ Without P&P

DRAFT
MEMORANDUM OF AGREEMENT

Between

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "**Ministry**")

and

NURSES BARGAINING ASSOCIATION

(the "**NBA**")

(collectively the "**Parties**")

Whereas:

A. The Parties entered into the 2023 Memorandum of Understanding attached to this Addendum as Schedule 1 (the "2023 MOU");

B. The Parties have a shared interest in the continued implementation of the Minimum Nurse-to-Patient Ratios Policy;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree:

1. The Ministry will make the following amounts available to the health authorities to support the ongoing implementation of Minimum Nurse-to-Patient Ratios (together, the "Additional Funds"):
    a. $100 Million for fiscal 2026/27
    b. $200 Million for fiscal 2027/28
    c. $300 Million for fiscal 2028/29 (and ongoing)

    For clarity, all amounts identified above are in addition to the funding commitments outlined in the 2023 MOU.

2. The Ministry will work with employers to provide interim reporting of expenditures against these amounts on a quarterly basis and will provide a final report when the Public Accounts are released. This report will be provided to the Executive Steering Committee.

3. The Parties recognize the challenge in achieving the significant staffing increases required to expend the Additional Funds. In the event the applicable Additional Fund amount is not expended in the support of the implementation of the minimum nurse staffing ratios within the applicable fiscal year, based on the following formula by fiscal year, any remaining funds will be mutually discussed within 90 days of the end of the fiscal year, and the underspend identified, will be used for initiatives to support implementation of mNPR.

a. In 2026/2027 the minimum of targeted spend will be $50M and the total targeted spend will be up to $100M. In the event that the actual spend does not reach $50M, the difference between the minimum target and the actual spend will be reserved for initiatives in support of mNPR.

b. In 2027/2028 the minimum of targeted spend will be $150M and the total targeted spend will be up to $200M. In the event that the actual spend does not reach $150M, the difference between the minimum target and the actual spend will be reserved for initiatives in support of mNPR.

c. In 2028/2029 the minimum of targeted spend will be $250M and the total targeted spend will be up to $300M. In the event that the actual spend does not reach $250M, the difference between the minimum target and the actual spend will be reserved for initiatives in support of mNPR.

d. In 2029/2030 the minimum of targeted spend will be $300M. In the event that the actual spend does not reach $300M, the difference between the minimum target and the actual spend will be reserved for initiatives in support of mNPR.

4. The Parties will meet annually to review this MOA and, where mutually agreeable, make changes to it. In addition, in the event that mNPR-related legislation is enacted, the Parties will meet to reasonably determine whether there is a need to make changes to the 2023 MOU and/or this MOA, up to and including whether the 2023 MOU and/or this MOA ought to be terminated.

5. Where there is a dispute between the Parties on the interpretation and application of this MOA, the Dispute Resolution Process outlined in para. 7 of the 2023 MOU will apply.

6. The NBA will not initiate any arbitration, lawsuit, or dispute of any kind with respect to the Ministry's compliance with obligations under the 2023 MOU up to and including the date of this Agreement.

Dated for reference this 20th day of May, 2026.

Signed on behalf of the Nurses' Bargaining Association	Signed on behalf of the Ministry of Health
Jim Gould Chief Executive Officer, BCNU Lead Negotiator and Spokesperson Nurses Bargaining Association	Rob Byers Associate Deputy Minister BC Ministry of Health

SPECIAL MEDIATORS' REPORT AND RECOMMENDATIONS

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

("HEABC" or the "Employer")

AND:

NURSES BARGAINING ASSOCIATION

(the "NBA")

(together "the Parties")

AND:

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the
Public Sector Employers' Council Secretariat

REPORT AND RECOMMENDATIONS FOR SETTLEMENT

**SUBMITTED TO THE HONOURABLE JENNIFER WHITESIDE,
MINISTER OF LABOUR FOR THE PROVINCE OF BRITISH COLUMBIA**

AND THE PARTIES

BY

**VINCENT L. READY and AMANDA ROGERS
SPECIAL MEDIATORS**

on

July 23, 2026

On July 10, 2026, we were appointed by the Honourable Jennifer Whiteside, Minister of Labour for British Columbia (the "Minister") as Special Mediators to assist the Parties in resolving their collective bargaining dispute pursuant to s. 76 of the British Columbia *Labour Relations Code* (the "*Code*").

Prior to our appointment, the Parties spent seven months at the bargaining table, reaching a tentative 2025-2029 collective agreement on May 21, 2026. While the tentative agreement was ratified by HEABC's members, 67% of the NBA's members voted to reject the tentative agreement.

The NBA issued strike notice on or around June 29, 2026, and on July 2, 2026, commenced a province-wide restriction on "non-essential nursing duties" (which is a hotly contested term amongst the parties) and overtime. It also began rotating pickets at various hospitals across the province, reducing those facilities to essential service levels. Given the high essential service level applicable to nurses, those pickets have predominantly impacted other hospital staff subject to lower essential service levels and the public.

The Parties returned to the bargaining table on July 6, 2026 and had productive discussions. However, they remained far apart on important issues.

Given the ongoing impact of the NBA's job action on the provision of health care in British Columbia, the Minister appointed us as Special Mediators with the following terms of reference:

> 1. The special mediators will work with the parties for a maximum period of ten (10) days after the first day the mediation commences in an attempt to resolve the outstanding issues in the dispute.
>
> 2. If no settlement is reached within the time allocated, the special mediators will issue non-binding recommendations to the parties and to the Minister of Labour which may include an

alternate mechanism by which resolution of the issues in dispute can be reached.

3. The parties will have three (3) days to respond to the Minister of Labour on the non-binding recommendations regarding methods to resolve the dispute.

4. The Minister of Labour may make the non-binding recommendations public.

5. The parties will share the costs of the special mediator.

In this report, consistent with our Terms of Reference, we set out non-binding recommendations to the Parties and to the Minister of Labour with respect to the outstanding issues in dispute.

Prior to doing so, we set out the relevant background.

BACKGROUND

The Parties

Health Employers Association of BC (HEABC)

HEABC is the accredited bargaining agent for most publicly funded health employers in the province, negotiating six major provincial agreements covering more than 190,000 unionized health care employees.

It represents a diverse group of over 240 publicly funded health care employers, with its members ranging in size from smaller affiliate organizations with specialized services to large, comprehensive health authorities with thousands of employees.

The Employer's lead in this mediation is the President & CEO of HEABC Michael McMillan. John Davison from the Public Sector Employers' Council Secretariat (PSEC) representing the Province of British Columbia has also been part of the mediated discussions.

Nurses' Bargaining Association (NBA)

The Nurses' Bargaining Association negotiates provincial collective agreements on behalf of approximately 62,600 registered nurses (RNs), registered psychiatric nurses (RPNs) and licensed practical nurses (LPNs) in British Columbia.

Its members are primarily represented by the BC Nurses' Union (BCNU), but also by the Health Sciences Association (HSA) and Hospital Employees' Union (HEU). The NBA's bargaining committee is comprised of representatives from various practice areas across the province and includes representatives from both HSA and the HEU. BCNU's CEO Jim Gould is the lead negotiator at the table for the NBA, accompanied by BCNU President Adriane Gear.

THE SPECIAL MEDIATION PROCESS

Shortly after our appointment, we met with the Parties, including their respective bargaining committees, jointly and separately over several days to explore the matters in dispute.

Our discussions revealed a significant gap between the Parties' positions, despite the considerable efforts of their bargaining committees during the direct negotiations that led to the tentative agreement, as well as their efforts during this mediation process. It is apparent to us that the Parties remain completely deadlocked on the issues in dispute, with little appetite to make the

further compromises necessary to conclude a negotiated and voluntary agreement.

Those issues can be summarized as follows:

1. Violence in the workplace
2. Nursing duties
3. Nursing shortage
4. Wages and compensation (including recruitment and retention initiatives)

Relevant Principles

Prior to setting out the Parties' positions and our recommendations in respect of each of these outstanding issues, it is helpful to set out the principles we have applied in formulating these recommendations.

The role of Special Mediators appointed under section 76 of the *Labour Relations Code* is to assist parties with their direct negotiations and to craft a set of non-binding recommendations that will hopefully be found to be mutually acceptable by the parties, even if reluctantly so, in order to settle a dispute when the parties are unable to come to an agreement on their own.

As Special Mediators, we are guided by the purposes and goals of the *Code*, which are set out in section 2 as follows:

> 2 The board and other persons who exercise powers and perform duties under this Code must exercise the powers and perform the duties in a manner that
>
> (a) recognizes the rights and obligations of employees, employers and trade unions under this Code,

(b) fosters the employment of workers in economically viable businesses,

(c) encourages the practice and procedures of collective bargaining between employers and trade unions as the freely chosen representatives of employees,

(d) encourages cooperative participation between employers and trade unions in resolving workplace issues, adapting to changes in the economy, developing workforce skills and developing a workforce and a workplace that promotes productivity,

(e) promotes conditions favourable to the orderly, constructive and expeditious settlement of disputes,

(f) minimizes the effects of labour disputes on persons who are not involved in those disputes,

(g) ensures that the public interest is protected during labour disputes, and

(h) encourages the use of mediation as a dispute resolution mechanism.

[emphasis added]

In exercising our mandate, it cannot be ignored that these Parties are represented by competent and experienced negotiators who, as stated earlier, spent several months negotiating wages and benefits as well as working conditions designed to improve the conditions of employment under which nurses are required to work. However, they were unable to negotiate an agreement that was ratified by both Parties.

The issues raised by the NBA's Bargaining Committee in this mediation point to systemic challenges in health care such as the ongoing shortage of nurses, violence in the workplace, and the duties nurses are expected to perform, among others. The nurses are also now seeking additional wage and

bonus increases beyond those in the tentative agreement, which reflected the mandate accepted by other public sector workers.

In dealing with the above matters, we recognize the issues in dispute are complex for a myriad of reasons including the challenge of providing health care in different circumstances across the province. Our recommendations are intended to move the needle toward the improvement of health care in the province while, at the same time, dealing specifically with the workplace safety of nurses in health care facilities, matters relating to nursing duties, and providing a path forward to bridging the chasm between the parties in respect of compensation.

This is the lengthiest nursing labour dispute in British Columbia history. In coming to our recommendations, we have considered the major impact this dispute is having on patient care including the delay of surgeries, lengthening wait times for critical patient procedures and operations, as well as the impact the dispute is having on not only the members of the BCNU but also the thousands of members of the Hospital Employees' Union (HEU) and the Health Sciences Association (HSA) and their families.

Having reviewed the matters that were identified and dealt with in this mediation process, we are recommending the following.

Violence in the Workplace

The risk of violence faced by nurses in the workplace was front and centre during our mediated discussions.

The NBA describes violence in health-care settings as having reached "alarming levels", and reports that, on average, one nurse every 16 hours goes

off on a WorkSafeBC claim due to violence at work, and about 46 nurses a month suffer injuries from violence in B.C.

The HEABC agrees that minimizing the risk for violence against nurses is of critical importance. In 2022, the provincial government announced it was recruiting about 320 Relational Security Officers (RSOs) and additional violence-prevention leads, to be deployed at high-risk health-care sites across BC to help keep nurses safer. RSOs are a new class of hospital security staff meant to prevent and respond to violence in BC health-care settings who are trained in trauma-informed practice and de-escalation, with a focus on preventing and managing aggression and violence in health-care environments. Currently, there are approximately 780 RSO FTEs working in the province.

The NBA publicly welcomed the introduction of RSOs as a positive step toward addressing workplace violence against nurses and other health-care workers, but pushes for RSOs to be in all healthcare facilities and for the scope of their duties and powers to be expanded. On the latter point, the NBA seeks for RSOs to have authority similar to special constables.

The government has agreed to expand the use of RSOs but raises concerns about a blanket recommendation to that affect, believing further consideration is needed. According to the government, the issue of RSOs is complex, in part, because a model that is effective in a large urban hospital may not be appropriate for a smaller facility or community. Local service patterns, relationships with police and community organizations, available clinical resources, transportation and response times all play into devising an appropriate solution and means a one-size-fits-all approach is not practical.

The NBA, HEABC and government agree that the broader role of the health facility within a given community would also need to be considered, particularly in communities with significant Indigenous populations where the

introduction or expansion of uniformed security personnel may raise concerns arising from historical and current experiences with health services, policing and other public institutions. There is no dispute that implementation in those settings should therefore occur in consultation with the affected local communities and First Nations, Indigenous health organizations, Elders and other local Indigenous partners.

We accept that reducing the risk of violence that nurses are subjected to or exposed to is an issue of significant importance.

However, this issue is complex. As noted above, even the addition of additional RSOs is not as straight-forward as simply recommending they be utilized at every health care facility. While we believe it is imperative that the use of RSOs be expanded, and we recommend that the government commit the necessary resources for this to occur, we agree that a fulsome review must take place prior to determining how to effectively roll out such an initiative.

We therefore recommend the Ministry of Health undertake a meaningful study to identify where nurses and other employees in health care are most at risk for violence and how the use of RSOs could be enhanced, as well as what additional measures beyond the increased presence of RSOs could assist in reducing that risk of violence for nurses and other employees working in health care. Given the complexity of the safety issues facing nurses, we recommend this comprehensive workplace safety review be evidence-based and consider existing practices and potential harms and include consideration of clinical governance, Indigenous participation, clear thresholds for identification of individuals or circumstances presenting a material and reasonably foreseeable safety risk, and privacy and human rights safeguards.

While that is certainly a broad area for review, the NBA has already put forward potential solutions for reducing violence against nurses to the Ministry

of Health and to the health authorities in October 2025. We expect the Parties to work on a general review of safety that would include the other health sector unions given the safety risks also faced by their members. This review would include, but not be limited to, the role of RSOs in health care settings and consideration of a province-wide alert system for individuals who have already committed violent acts. We recommend the government commit the appropriate level of funding required and that this review commence as soon as practicable, with an initial set of action recommendations being made within six months.

In making this recommendation, we observe that although the government and HEABC support the objective of ensuring health-care workers receive timely, accurate, and actionable information about patients who present a material risk of violence, they have raised significant concerns with a broad, system-wide flagging approach. We heard their collective concern that poorly designed alerts risk perpetuating inaccurate or outdated information, stigmatizing patients, enabling inappropriate access to sensitive data, and adversely affecting care, particularly given the fundamental difference between health care and exclusion-based private venue systems. We accept that there is also a real risk of disproportionate impact on Indigenous and marginalized patients, where behaviour linked to trauma, illness, or communication differences may be mischaracterized and persist as a lasting designation.

These important concerns will need to be addressed and considered during this meaningful review process.

We recommend the Parties agree to our retained jurisdiction to resolve any matters arising in respect of this review.

Nursing Duties

The issue of what duties nurses are assigned to perform has been identified by the nurses as a central issue in this dispute.

According to the NBA, nurses are expected to perform "countless duties that have little or nothing to do with nursing", pulling them away from direct patient care in an already understaffed system (see July 1, 2026, BCNU's "President's Message" about the current job action).

The NBA's position is that these duties should be reassigned to other staff so nurses can focus on direct patient care.

During the current job action, BCNU circulated guidance to its members listing what it considers to be non-nursing duties, including certain tasks "not related to direct patient care", which it says properly belong to other bargaining units or management. These duties include portering and transport, clerical/administrative, and housekeeping/maintenance tasks among others.

BCNU says it has received thousands of reports from nurses alleging they were intimidated, coerced and threatened when they refused to perform non-nursing duties or non-essential overtime and has included more than 5,200 individual complaints in its unfair labour practice application currently pending before the BC Labour Relations Board.

HEABC's position is that healthcare workers "share the priority of maintaining safe patient care while respecting lawful job action, collective agreements and professional scopes of practice." It fundamentally disagrees that the disputed tasks can be properly characterized as non-nursing – whether during or outside of job action – stressing that nurses' scope of practice and job description includes all of these duties. According to the

Employer, the availability of other staff to do essential work greatly varies between facilities, rendering it impossible to devise a list of duties that should never be performed by nurses.

It does agree, however, that ideally nurses should be working to the top of their scope, and that duties such as those identified that can be performed by employees in different bargaining units ought to regularly be assigned to those employees where available and where scheduling these employees makes operational sense.

It is an understatement to say this is an extremely complex issue due to the varying circumstances in health care facilities across the province. Put another way, this is not a one-size fits all issue that can easily be dealt with through recommendations.

We recommend that the Ministry of Health undertake a review of the work presently being performed by nurses with input from the health authorities and the nurses and other health care unions and units with specific focus on what measures can be taken to maximize the time nurses spend on performing care. We recommend that the Ministry of Health prioritizes this review so that it proceeds expeditiously and recommend that the government commit the appropriate level of funding required for this review to be conducted and to implementing recommendations that come out of this review.

We recommend the Parties agree to our retained jurisdiction to resolve any matter arising in respect of this review.

Nursing Shortage

Both parties acknowledge that more nurses are needed in the province.

In response to nursing workforce supply issues raised by the NBA during mediation, the Parties discussed the importance of increasing the nursing workforce in British Columbia, including the potential expansion of nursing education seats and other measures to strengthen the supply of nurses. There was a shared recognition that increasing the number of nurses available to work in the province is important to addressing longer-term staffing, workload, recruitment and retention challenges.

Although the parties did not reach agreement on any specific commitment related to increasing the nursing supply, government remains committed to its ongoing work to implement minimum nurse-to-patient ratios, which includes the Ministry of Health's recent agreement to provide health authorities with an additional $300 million in ongoing funding to further support implementation.

While the Parties have shared recognition of the importance of strengthening the nursing workforce, and we encourage them to continue these important discussions, we make no recommendation on this issue.

Wages

For reasons that follow, we are of the view, that due to the colossal difference between these parties on these issues, it is impossible to mediate a satisfactory resolution to these matters.

The differences between the Parties with respect to wages and compensation are greater than 100%. HEABC asserts that it is bound by the

mandate set by the government of 14% in total wage increases over four years which, it asserts, is what more than 125,000 members in the five other bargaining associations negotiated and ratified. The government further points to the presence of what is known as a "me-too" clause which means that if the NBA were to negotiate wage increases above what the other unions settled for it would, in addition to exceeding the government mandate, have a major financial impact on the government totaling billions of dollars given that it would have to extend comparable increases to all public sector workers covered by these me-toos.

The NBA, on the other hand, is proposing a wage increase of 8% in each of four years, plus a signing bonus, and a reduction in the steps in the wage grid which would give rise to greater monetary increases for a number of nurses over and above the general wage increases. The NBA sees these measures as necessary to fairly compensate nurses for the work they do and to ensure appropriate recruitment and retention of nurses across the province.

Neither party has offered any indication they are prepared to soften their position – both sides seem intractable on the issue of compensation. Voluntarily and jointly referring the issue of nurse compensation to interest arbitration would leave the conduct of the dispute in the hands of the Parties, avoiding whatever blunt instrument might be imposed on them should this dispute continue. In the event voluntary binding interest arbitration is declined, the government may take the steps necessary to end the dispute by legislation in light of our conclusion on the impossibility of the parties reaching a negotiated or mediated settlement and the impact of the dispute on health care.

We are of the view that a proper approach to break this stalemate is to urge the Parties to agree to submit the outstanding matter of compensation to the undersigned to act as an interest arbitration board or to another mutually

agreed arbitration board. By doing so, it would allow for a neutral, reasoned and balanced judgment to be issued applying standard interest arbitration principles which include reasonableness and fairness; replication; a proper comparison of wages paid to nurses across Canada; the historical bargaining practices between these Parties; and any other factors the interest arbitration board deems appropriate in order to bring about a settlement of this protracted dispute.

CONCLUSION

We strongly urge the Parties to accept these recommendations so that the provision of health services may continue without further disruption, and recommend the NBA stand down its job action while it considers the recommendations set out in this report.

In our view, these recommendations provide a solid path forward, concretely addressing the issues identified by nurses in relation to the job action. While we acknowledge there can always be more done, we see these recommendations as a meaningful and realistic compromise that likely represent a better outcome than whatever legislation would inevitably follow from a rejection of these recommendations. There is simply no hope that the Parties will reach a negotiated agreement on their own. If these recommendations are rejected, and the government chooses to resolve the dispute by legislation, we observe that there is no guarantee that the policy recommendations in this report will go forward.

We recommend all items agreed in direct negotiations, including those additional items agreed to on July 7, 2026, as expressed in the green sheets signed by the Parties, be incorporated in the Collective Agreement.

Finally, we wish to thank the negotiators for their candour and cooperation during the special mediation process.

All of which is submitted to the Minister of Labour for British Columbia and the Parties on this 23rd day of July, 2026.

Amanda Rogers

Vincent L. Ready

INTEREST ARBITRATION — 2025–2029 NURSES' PROVINCIAL COLLECTIVE AGREEMENT

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA
("HEABC" or the "Employer")

AND:

NURSES' BARGAINING ASSOCIATION
(the "NBA")

(together the “Parties”)

(Interest Arbitration – 2025–2029 Nurses' Provincial Collective Agreement)

Arbitration Board:	Vincent L. Ready Amanda Rogers
Appearing for HEABC:	Sari A. Wiens, Counsel Michael McMillan, President & CEO James Suderman, Acting Vice President, Labour Relations and Legal Services
Appearing for the NBA:	Derek G. Knoechel, Counsel Jim Gould, Chief Negotiator & Spokesperson (BCNU CEO) Adriane Gear, BCNU President
Written Submissions:	September 18, 2026; Reply Submissions September 25, 2026
Date of Hearing:	October 1, 2026
Place of Hearing:	Vancouver, British Columbia
Date of Award:	November 18, 2026

On July 10, 2026, the Honourable Jennifer Whiteside, Minister of Labour, appointed the undersigned as Special Mediators pursuant to s. 76 of the *Labour Relations Code*, RSBC 1996, c. 244 (the "*Code*") to assist the Health Employers Association of British Columbia ("HEABC" or the "Employer") and the Nurses' Bargaining Association (the "NBA") in resolving their dispute over the renewal of the Nurses' Provincial Collective Agreement for the period 2025 to 2029.

At the time of our appointment, the Parties were in the midst of a strike, which had begun on July 2, 2026, after the NBA membership rejected a tentative agreement reached by the Parties' bargaining committees.

Our terms of reference provided for up to ten days of mediation, following which we were to issue a report outlining non-binding recommendations for the resolution of the dispute. Those recommendations could include an alternate mechanism for resolving any or all of the outstanding issues.

After meeting with the Parties, we issued our Special Mediators' report on July 23, 2026 (the "Report"). The Report addressed the four issues that remained in dispute: violence in the workplace, nursing duties, the nursing shortage, and wages. On wages, we noted there was a considerable gap between the Parties' positions and recommended the issue of compensation be submitted to final and binding interest arbitration.

We also recommended that all items the Parties had previously agreed upon, including the green sheets of July 7, 2026, be incorporated into the new Collective Agreement.

Both Parties accepted our Recommendations, the strike came to an end, and the dispute over wages came before us for determination.

BACKGROUND

The Parties

HEABC is the accredited bargaining agent for most publicly funded health employers in British Columbia. It represents more than 240 publicly funded health care employers, including the regional and provincial health authorities, and negotiates six major provincial collective agreements which together cover more than 190,000 unionized health care employees.

The NBA is the bargaining association for the nurses' subsector under the Health Authorities Act, RSBC 1996, c. 180 and negotiates the Nurses' Provincial Collective Agreement on behalf of approximately 62,600 registered nurses ("RNs"), registered psychiatric nurses ("RPNs") and licensed practical nurses ("LPNs"). Its members are represented primarily by the British Columbia Nurses' Union ("BCNU"), with smaller numbers represented by the Health Sciences Association of British Columbia and the Hospital Employees' Union.

The Parties have a long collective bargaining relationship. The history of that relationship, and in particular the history of wage settlements for nurses as compared with other health and public sector employees, was the subject of extensive submissions and is summarized below.

The 2022–2025 Collective Agreement

The previous collective agreement covered the period from April 1, 2022, to March 31, 2025, and was negotiated under the provincial government's Shared Recovery Mandate. It provided for general wage increases ("GWI") of $0.25 per hour plus 3.24% in the first year, 6.75% in the

second year (including a cost-of-living adjustment of 1.25%), and 3% in the third year (including a cost-of-living adjustment of 1%).

Beyond the GWIs, the NBA obtained further compensation increases equal to approximately 5.5%, directed principally at the wage grid and at premiums. These included a new Year 10 step on the wage grid; a new regular premium of $2.15 per hour; an increase in the specialty premium to $2.00 per hour; increases to the evening premium (from $0.70 to $1.40), the night premium (from $3.50 to $5.00), the weekend premium (from $2.30 to $3.50) and the super shift premium (from $1.00 to $1.85); increases to on-call and responsibility pay; full reimbursement of college registration fees; and a new form of long-service pay ("Add Pay") of $0.50 per hour at 15 years, rising to $1.25 at 20 years, $2.25 at 25 years and $3.50 at 30 years.

The NBA calculates that the 2022–2025 round produced total compensation increases of approximately 20.1%, as against a Shared Recovery Mandate of 13.4%. HEABC does not dispute that the round exceeded the general mandate, but says that it did so in response to a specific labour market concern relating to Alberta.

The 2025–2029 Public Sector Bargaining and the "Me-Too" Agreements

There is no question that the 2025–2029 round of public sector bargaining took place in a difficult fiscal environment. The provincial deficit was forecast to grow from $10.9 billion to $13.8 billion, the Province's credit rating had been downgraded more than once, and public sector compensation accounts for about 45% of provincial expenditures.

The government's mandate for this round, administered through the Public Sector Employers' Council ("PSEC"), provides for a GWI of 3% in each year of a four-year agreement, together with a flexibility allocation of 0.5%

per year that may be used for other compensation improvements, for a total of about 14% over the term. The mandate was settled following an eight-week strike by the BCGEU in the core public service in the fall of 2025.

According to HEABC, about 92% of other unionized public sector employees had settled within the mandate by the time this matter came before us. In the health sector, the Health Science Professionals, Community Bargaining Association, Facilities Bargaining Association and Community Social Services agreements were all concluded on the mandate pattern and were ratified by more than 125,000 members of the five other health sector bargaining associations.

Many of the 2025–2029 public sector agreements contain "me-too" provisions that require the Government to provide equal compensation increases to that union in the event it negotiates greater increases with another union. Unlike the 2022–2025 me-too clauses, which were confined to GWIs, the current me-too's are based on total net compensation increases, entitling applicable bargaining units to additional increases if another public sector agreement produces a greater total net compensation increase.

The me-too provisions expressly exclude increases awarded through binding interest arbitration.

Bargaining for the 2025–2029 Collective Agreement and the Tentative Agreement

As noted in the Report, the Parties spent about seven months at the bargaining table before reaching the tentative agreement described below. On February 11, 2026, HEABC tabled a wage proposal of a GWI of 3% per year. On March 5, 2026, the NBA responded with a proposal for GWIs of 5%

per year and a redesign of the wage grid that included recognition pay of $2.00 per hour at Year 10, which HEABC rejected on April 1, 2026.

On May 21, 2026, the Parties reached a tentative agreement (the "Tentative Agreement") providing for a GWI of 3% in each year of the agreement, which the NBA bargaining committee unanimously recommended to its members.

In addition to the wage terms, the Tentative Agreement contained a number of other improvements including an Employer-funded Nurses' Benefits Trust, indexing of long-term disability benefits every two years, and double-time overtime for missed meal breaks and extended shifts. It extended the isolation allowance to eight additional communities, created a forensic premium for nurses in Correctional Health Services, and guaranteed LPNs who become RNs a minimum increase of $200 per month. It also added a new citizenship leave, increased compassionate care leave from five to six days, provided relief from the massage therapy cap and from the reduction in paramedical benefits, and required that retroactive wages be paid within 120 days of ratification.

HEABC estimates that the benefit relief alone was worth about $33 million, $50 million, $70 million and $94 million over the four years of the term, and that cost was not charged against the mandate.

HEABC subsequently ratified the Tentative Agreement, but the NBA membership rejected it, with 67% of those voting opposed.

Rejection of the Tentative Agreement and Job Action

Notwithstanding the NBA's unanimous recommendation to accept the Tentative Agreement dated May 21, 2026, the NBA wrote to HEABC on June

24, 2026, after the failed ratification, setting out its demands for a renewed agreement which included GWIs of 8% per year, expanded double-time overtime, benefits provided outside the joint trust model, and a $5,000 bonus.

Following a strike vote in which 98.2% of those voting supported strike action, the NBA served strike notice on or about June 29, 2026.

Job action began on July 2, 2026 and, subject to the essential services designations in place, consisted of a refusal to perform "non-essential nursing duties", an overtime ban, and rotating picket lines. The NBA describes this as the longest nursing dispute in the history of the province and the first significant job action by nurses in some forty years.

The Parties returned to the bargaining table on July 6, 2026, and agreed on a number of further changes on a net-zero basis, reallocating money within the existing compensation envelope. The regular premium was to increase from $2.15 to $3.00 per hour in April 2026 and to $3.55 per hour in April 2027, and the evening premium from $1.40 to $1.90 per hour and then to $2.20 per hour. The Parties also agreed on a casual incentive payment of up to $2,300, a further expansion of double-time overtime, and revised language addressing co-payments under the benefits trust. These changes were recorded in green sheets dated July 7, 2026, but they did not resolve the dispute over wages.

Special Mediation

As indicated, we met with the Parties in July 2026, with the participation of John Davison of PSEC, and issued the Report in which we made recommendations on each of the four issues in dispute.

On violence in the workplace, we recommended a Ministry of Health review of safety in health care workplaces, including the deployment of Relational Security Officers (approximately 780 FTEs), with initial recommendations to be made within six months, and we retained jurisdiction. On nursing duties, we likewise recommended a Ministry review and retained jurisdiction. On the nursing shortage, we made no specific recommendation, but noted that the government had indicated that it would provide an additional $300 million in ongoing funding to support the implementation of minimum nurse-to-patient ratios ("mNPRs").

On wages, the gap between the Parties' positions exceeded 100%. HEABC maintained that it was bound by the government mandate of 3% per year, which had been ratified by more than 125,000 members of the other five health sector bargaining associations, and it pointed to the consequences of the me-too provisions. We observed that if the dispute continued, legislative intervention was a real possibility, and in those circumstances, with so little chance of the Parties coming to their own agreement on this issue, we recommended that compensation be referred to this Board on the terms described above.

The Interest Arbitration Process

The Parties exchanged detailed written submissions on September 18, 2026, with supporting documents and briefs of authorities, and each filed reply submissions with supplementary materials on September 25, 2026.

Additionally, we heard oral argument at HEABC's offices in Vancouver on October 1, 2026.

The Parties' Wage Proposals

The NBA seeks:

- a GWI of 8% effective April 1 in each of 2025, 2026, 2027 and 2028;
- the deletion of Steps 1, 2, 4, 6 and 8 of the wage grid, which would reduce the grid from ten steps to five;
- recognition pay of $2.00 per hour at Year 10;
- a one-time retention bonus of $5,000; and full retroactivity to April 1, 2025, with retroactive payments to be made within 30 days of the award.

HEABC, on the other hand, asks the Board to award a GWI of 3% effective the first pay period following April 1 in each year of the agreement, consistent with the Tentative Agreement and the sectoral pattern, and to dismiss the NBA's remaining proposals. It proposes that retroactive pay be made within 120 days of the award, consistent with the timeline in the Tentative Agreement.

POSITIONS OF THE PARTIES

The NBA

The NBA starts by observing that nurses come to this arbitration after the longest nursing strike in British Columbia's history—a strike it says arose from a growing crisis in the recruitment and retention of nurses in the public health care system. According to the NBA, its proposal responds directly to the concerns of its more than 55,000 members, targeting wages and the structure of the wage grid, and retention, which the NBA identifies as the factors that will determine whether British Columbia can attract and

keep the nurses it needs, including the thousands of additional nurses required to implement mNPRs.

The NBA submits that the Parties' bargaining history, the application of the governing principles and a proper comparison of nursing wages across Canada amply support its position. The NBA maintains that, given that history, it would be inaccurate to characterize its proposal as a "breakthrough". Even if it were so characterized, the NBA argues that there is a clear and demonstrable need for a wage package that addresses recruitment and retention, at a time when demand for nurses has never been higher and continues to grow.

The NBA emphasizes that replication requires the Board to look to objective indicators of what free collective bargaining would produce, including labour market conditions, the cost of living, and recruitment and retention. It maintains that an interest arbitrator is not bound by a government mandate and must exercise independent judgment. In the NBA's submission, an award that simply adopted the funding government's policy would not replicate free collective bargaining. It would instead replicate a process in which one party's position had been dictated in advance.

The NBA further relies on the protection of collective bargaining under s. 2(d) of the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (UK), 1982, c. 11 (the "*Charter*"), arguing that the Board should not give effect to wage restraint imposed through government policy and me-too clauses in a manner that would substantially interfere with nurses' right to bargain collectively. It refers as well to the purposes set out in s. 2(c), (e), (f) and (h) of the *Code* and to Part 3 of the *Health Authorities Act*. In support of its submission that the me-too provisions, had they been legislated, would have unconstitutionally interfered with nurses' right to free collective bargaining, the NBA cites *British Columbia v. BCTF*, 2015 BCCA 184; *British Columbia*

Teachers' Federation v. British Columbia, 2016 SCC 49; *Nova Scotia Teachers Union v. Nova Scotia (Attorney General)*, 2022 NSSC 168; and *Ontario English Catholic Teachers Association v. Ontario (Attorney General)*, 2024 ONCA 101.

The NBA rejects the suggestion that the Tentative Agreement should determine the outcome on this interest arbitration. It contends that the agreement reflected a good-faith effort by its bargaining committee to avoid job action, but is not evidence of the outcome of free collective bargaining because it was reached under the constraint of the mandate and the me-too clauses.

In the NBA's submission, any presumption arising from the Tentative Agreement has been rebutted. It points to decisions in which arbitrators departed from the terms of an unratified agreement where the evidence warranted it, including *65 Participating Hospitals and CUPE, Re*, 1981 CarswellOnt 3551 (Weiler), wherein Professor Weiler, finding that inflation had overtaken the 65-cent annual increases in the unratified settlement and that some further catch-up was warranted, awarded increases of 80 cents and 85 cents per hour in the two years of the agreement. They also include *University of Toronto v. U.T.F.A.*, 2006 CarswellOnt 11578 (Winkler), which the NBA relies on for the proposition that an institution's commitment to excellence may justify compensation above the norm.

According to the NBA, the Board must also address the "me-too elephant in the room." It stresses that HEABC acknowledged the critical shortage of nurses in bargaining and yet maintained that it could not bargain outside the government's GWI mandate, because doing so would trigger the me-too clauses in all other public sector agreements. The NBA emphasizes that it was not consulted about these agreements, and submits that the me-toos represent a radical departure from the 2014–2019 and 2022–2025 rounds, in which compensation for nurses had been carved out of the general pattern. The NBA argues that the clauses distorted bargaining

in this round, resulting in HEABC's refusal to allow the NBA to use existing funds held under its Collective Agreement, and to agree to a redesign of the grid. The NBA also notes that the exceptions in the clauses included relief from certain provisions for the NBA Collective Agreement only, which in its view shows that the Parties to those clauses understood the NBA's situation to be distinct.

While the NBA has made clear to HEABC and the government that it objects to the use of me-too clauses to artificially constrain nurses' right to free collective bargaining, it submits that the issue does not need to be litigated here, since binding interest arbitration does not trigger them. In the circumstances, the NBA asserts that the me-too clauses are irrelevant to this process and should play no part in the Board's analysis.

Turning to the Parties' bargaining history, the NBA relies on the Province's 2022 Health Human Resources Strategy, which confirms that RNs, RPNs and LPNs are integral to British Columbia's health care strategy and play a critical role in all areas of the health care system. The NBA argues that high demand for nurses creates labour market pressures that have historically separated nurses' wage gains from those of other health and public sector employees. It contends that the bargaining record shows nurses have frequently received higher increases than other bargaining units, often in the form of labour market adjustments and measures designed to recruit and retain nurses.

The NBA traces this history to August 2001. Following a lengthy health sector strike, the government legislatively imposed collective agreements on the NBA and on paramedical professionals through Bill 15. The nurses' agreement provided increases of about 23.5% over its term, and the Minister of Health told the Legislature at the time that it would make British Columbia's nurses the highest paid in Canada. In 2009, the Parties negotiated a Labour Market Adjustment providing increases of 3% per year

in 2010 and 2011, even though the government was then applying a "net zero" mandate to other public sector bargaining. During the 2014–2019 round, the NBA negotiated superior compensation terms. Arbitrator Hall later found, in a grievance about a me-too clause brought by the Health Science Professionals Bargaining Association, that those terms included at least $9.442 million more than that association's net compensation increase (*Health Employers Association of BC v. Health Science Professionals Bargaining Association,* 2022 CanLII 94446 (Hall)). In the 2019–2022 round, the NBA notes it negotiated an additional unfunded working short premium of $3 to $5 per hour for direct patient care nurses working short. According to the NBA, more than $175 million was paid under that premium during the term.

The NBA asserts that in the 2022–2025 round, nurses received total increases of about 20.1% (4.04%, 12.56% and 3.53% over the three years), compared with a Shared Recovery Mandate of 13.4%. It adds that HEABC's own submission acknowledges that the NBA received an enhanced 5.5% non-GWI increase in that round that other bargaining units did not receive. The NBA also points to LPNs, whose wages increased by about 56% between 2012 and 2024, or about 70% with Add Pay. Comparable classifications under the Facilities Bargaining Association agreement increased by about 35–36% over the same period. In the NBA's view, this history demonstrates a consistent pattern in which the Parties have departed from the general public sector pattern whenever labour market conditions for nurses required it. Applying these Parties' historical bargaining practices, as our Recommendations direct, supports a departure from the mandate in this round as well.

For the same reasons, the NBA contends that the BCGEU dispute in the core public service is irrelevant to nurses. It argues that HEABC's reliance on Arbitrator Lanyon's decision in *Vancouver Police Board v.*

Vancouver Police Officers Assn., 2011 CarswellBC 3541 (Lanyon), for a principle of consistency between bargaining units is misplaced. It says that decision arose under the *Fire and Police Services Collective Bargaining Act*, RSBC 1996, c. 142, which at s. 4(6)(b) and (c) expressly requires an arbitrator to consider internal consistency and equity among the employer's employees. According to the NBA, such considerations have no application here. The NBA points to the specialized nature of nurses' work, the history of nurses' wage gains substantially exceeding those of other health sector bargaining units, and the evidence of ongoing recruitment and retention problems.

The NBA submits that the demand for nurses in British Columbia has never been higher. There are close to 5,000 nursing vacancies in the province, about three times the pre-pandemic level. The government's commitment to mNPRs will require about 8,100 additional FTEs, or about 10,500 nurses, to implement Phase 1 alone. Phase 1 applies to about 89.5% of acute care units and is to be implemented by December 26, 2026. The BC Labour Market Outlook projects 33,450 job openings for nurses between 2025 and 2035, an increase of 38% over the projection made in 2018. The planned increase in direct care hours in long-term care, from 3.36 to 4.1 hours per resident day, will add further to that demand. On the question of ability to pay, the NBA points out that the government's First Quarterly Report for 2026/27, issued in September 2026, shows a contingency of $5.0 billion per year. It also notes that on September 23, 2026, the Premier announced that the government would triple its recruitment of nurses from the United States, and that an early provincial election has since been called.

The NBA emphasizes that the cost of living in British Columbia, and particularly in the Lower Mainland, is among the highest in the country. Living costs in Vancouver are about 8.1% higher than in Calgary and 8.5%

higher than in Edmonton. On a purchasing power basis, $1.23 in British Columbia buys what $1.15 buys in Alberta and Ontario and what $1.00 buys in New Brunswick. It follows, the NBA argues, that British Columbia must pay about 7% more than Alberta and about 23% more than New Brunswick for its nurses to enjoy the same real wage. With a 3% increase, British Columbia's RNs and RPNs would rank last in the country in purchasing power terms.

The NBA points to Alberta, which it says directly competes with British Columbia for nurses, as the most relevant comparator, indicating that nurses there received a 3% GWI together with a restructuring of the wage grid and a step advance under the most recent Alberta settlement—producing immediate increases of between 10.3% and 15.1%. On the NBA's calculations, British Columbia nurses would need increases of 11.36%, 2.93% and 2.94% simply to match Alberta in nominal terms, and an increase of about 19.2% to match Alberta on a purchasing power basis.

The NBA asserts that HEABC is cherry-picking by including premiums in its wage comparisons, stressing that the regular premium is not base pay and is not paid on overtime, vacation or sick time, and that premiums in other provinces, such as Manitoba's, operate differently. Properly compared on base rates, the NBA argues, the British Columbia RN start rate ranks behind New Brunswick and Alberta, Alberta has the highest RN top rate, and Ontario's LPN start rate is $5.29 per hour higher than British Columbia's. The NBA adds that HEABC's 2023 comparison omitted Saskatchewan, that British Columbia's evening premium is the lowest in Canada, and that on a purchasing power basis British Columbia ranks last or second last.

The NBA also points to the United States, particularly the Pacific Northwest and California. Nurses' wages there are substantially higher, by about 51% in Washington, 96% in Oregon and 175% in California, and employers there actively recruit British Columbia nurses. Closer to home,

the NBA notes that other essential workers in British Columbia have received increases well above the mandate. Police and firefighters received increases of 5% in 2025 and 4.5% in 2026. In E-Comm, the Chair of this Board, acting as special mediator, recommended increases of 4%, 3.75% and 3.75% for emergency communications professionals. The NBA argues that it would be unfair to hold nurses, who perform comparable essential public safety work, to a lower standard.

With respect to the wage grid, the NBA submits the length of the grid is out of step with other public sector agreements, observing that the current nine-step increment structure was imposed by legislation in 2001, replacing a six-step grid, and that a tenth step was added in 2022. The NBA compares that the BCGEU agreement has five steps, the HSPBA agreement six, the FBA agreement four or fewer, the Community Bargaining Association agreement three, and the police and fire agreements four to five. The NBA additionally notes that nurses covered by the Community Social Services agreement reach the NBA's top rate in four steps.

According to the NBA, a long grid delays new nurses' access to the top rate at precisely the point where recruitment and retention problems are most acute, among younger nurses. It notes that 31% of nurses are under the age of 35. A long increment structure also raises a pay equity concern, since it has a gendered effect in a predominantly female profession. The NBA further points to wage compression for LPNs, whose start rate of $32.84 per hour is only modestly above the care aide rate of $29.40 per hour.

On recruitment and retention, the NBA relies on a substantial body of survey and research evidence. The proportion of nurses reporting an intention to leave their positions was 34% in 2022, 25% in 2024 and 32% in 2026. In a study by Dr. Linda Aiken of the University of Pennsylvania, 61% of British Columbia nurses reported feeling undervalued and 51% identified

wages as a reason for considering leaving. About 72% of nurses under 35 reported that they were considering leaving.

According to the NBA, the shortage is reflected in heavy reliance on overtime and agency nurses. At Fraser Health, for example, the NBA points out that overtime accounts for 9–14% of productive hours. Between 2018 and 2025, agency nursing hours grew thirteen-fold and agency costs thirty-one-fold, to the equivalent of about 1,334 FTEs. The NBA also relies on evidence that agency use rose from 0.24% to 3.59% of hours, a fifteen-fold increase. There were also 45,776 requests for overtime over a three-week period, equating to about half a million hours, 91% of which were needed to meet baseline staffing. The NBA asserts that it costs between $38,000 and $140,000 to replace a nurse. It also relies on research linking each additional patient assigned to a nurse with a 7% increase in patient mortality. The NBA acknowledges that the number of nursing FTEs grew from 35,923 in 2022 to 41,869 in 2025. It contends, however, that this growth has not kept pace with demand and does not show that the system is attracting and keeping the nurses it needs.

In sum, the NBA submits its proposal for GWIs of 8% per year is needed to restore nurses' purchasing power, to keep pace with and exceed Alberta, and to address the recruitment and retention crisis, and that its proposed grid compression addresses the anomalous length of the grid. The $2.00 per hour recognition pay at Year 10 rewards experienced nurses and encourages them to stay, and the $5,000 retention bonus provides an immediate incentive for nurses to remain in the public system. The NBA requests that retroactive pay be made within 30 days of the award given how long nurses have waited for their wage increases.

In addition to those cases cited above, the NBA relies on the following authorities:

Canadian Merchant Service Guild and Treasury Board, 2023 CarswellNat 5250 (Kaplan); *Beacon Hill Lodges of Canada v. Hospital Employees' Union*, 1985 CarswellBC 2912 (Hope); *British Columbia Ferry Service Inc. and BC Ferry and Marine Service Workers' Union*, 2024 CarswellBC 981 (Fleming); *British Columbia Railway and General Truck Drivers and Helpers Union, Local 31*, 1976 CarswellBC 1745 (Shime); *Bruce Power LP v. Society of Energy Professionals*, 2004 CarswellOnt 3337 (Burkett); *E-Comm Emergency Communications for British Columbia Incorporated and Canadian Union of Public Employees, Local 8911* (June 17, 2026, unreported) (Ready); *HSAA and Alberta Health Services*, 2020 CarswellAlta 264 (Jones); *Kootenay Boundary (Regional District) and IAFF Local 941, Re*, 2009 CarswellBC 3993 (Gordon); *Louis Riel School Division and Louis Riel Teachers' Assn.*, 2020 CarswellMan 190 (Peltz); *Nelson (City) v. IAFF Local 1343*, 2010 CarswellBC 3576 (McPhillips); *Ontario (Treasury Board Secretariat) and OPSEU/SEFPO (Special Wage Adjustment)*, 2026 CarswellOnt 6961 (Anderson); *Participating Hospitals and CUPE (Bill 124 Reopener)*, 2023 CarswellOnt 8972 (Kaplan); *Peel Halton Acquired Brain Injury Services v. OPSEU Local 587*, 2005 CarswellOnt 10451 (Burkett); *Simon Fraser Administrative and Professional Staff Assn. and Simon Fraser University (Final Offer Interest Arbitration of Economic Benefits)*, 2021 CarswellBC 3952 (Dorsey); *Springhill (Town) and Springhill Police Assn., Local 203*, 2013 CarswellNS 90 (Richardson); *University of Northern British Columbia and University of Northern British Columbia Faculty Assn. (First Collective Agreement)*, 2015 CarswellBC 3920 (Lanyon); and *FortisBC Inc. and IBEW, Local 213, Re*, 2014 CarswellBC 3762 (Larson).

HEABC

HEABC submits that replication is the central issue in this proceeding, and that the Tentative Agreement is unusually strong evidence of what free collective bargaining would produce. HEABC notes that the agreement was reached after about seven months of bargaining, unanimously recommended by the NBA bargaining committee—which had moved from its opening proposal of 5% per year to 3% per year—and it followed the pattern

established across the health sector and the broader public sector. HEABC contends that the NBA's later demands find no support in the bargaining record. After the Tentative Agreement was rejected, the Parties returned to the table while the NBA was on strike, yet they did not agree to any wage increase above 3%; the only further terms they reached were net-zero reallocations. In HEABC's view, this confirms that the Tentative Agreement reflects the outcome of free collective bargaining.

HEABC submits that a bargaining unit's failure to ratify a tentative agreement does not displace the established principles. It contends that arbitrators have consistently treated a tentative agreement reached by experienced bargaining teams as strong, and often the best, evidence of what free collective bargaining would yield. HEABC relies on the recent decision *Air Canada and Canadian Union of Public Employees, Air Canada Component (Wage Rates Interest Arbitration)*, February 17, 2026 (Knopf) (unreported) (*Air Canada*), in which Arbitrator Knopf held that the cabin personnel's 99.1% rejection of the wage offer could not determine the outcome, and that interest arbitration is not a forum for "buyer's remorse" or another bite at the apple. HEABC maintains that the Rouge cabin personnel in that case received an additional increase because they had not received adjustments in prior years, a circumstance it asserts is not present here.

HEABC also asserts that the failure to ratify does not entitle a union to an enhanced result in arbitration. According to HEABC, if it did, the integrity of collective bargaining would be undermined every time a negotiated settlement was not ratified. HEABC relies in particular on *Original Cakerie v. Teamsters Local 464 (Final Offer Selection Interest Arbitration)*, [2023] B.C.C.A.A.A. No. 97 (Brown) (*Original Cakerie*) for the proposition that departures from the terms of a tentative agreement are extremely rare, occurring only where there is extraordinary evidence or a material change in circumstances, and even then amounting to little more than a tweak.

HEABC maintains that there has been no material change in circumstances since the Tentative Agreement was reached.

HEABC emphasizes the importance of consistency within the health sector, relying, in part, on *Sobeys Capital Inc. and UFCW, Local 247 (Final Offer Selection)*, [2020] B.C.C.A.A.A. No. 88 (Hall) (*Sobeys*), wherein Arbitrator Hall observed that interest arbitrators should respect historical bargaining relationships, including relationships between employee groups developed through freely negotiated agreements. He also held that consistency should be maintained between settlements for different bargaining units of the same employer. HEABC argues that this principle has particular force here, because the health sector bargaining associations operate within an interconnected compensation environment and all of them except the NBA have renewed their agreements.

HEABC has costed the NBA's proposals, as compared with the Tentative Agreement, as follows:

Item	2025/26	2026/27	2027/28	2028/29	Term Total
8% GWI (vs. 3%)	$298M	$630M	$999M	$1.409B	$3.336B
Grid compression (if retroactive)	$78M	$187M	$292M	$362M	$919M
$2.00/hr at Year 10	$83.1M	$85.6M	$88.2M	$90.8M	$348M
$5,000 retention bonus	$336M (one-time)	–	–	–	$336M

HEABC asserts that if the grid change applied only prospectively, it would cost about $83 million in 2027/28 and $199 million in 2028/29. It

calculates the total incremental ongoing cost of the NBA's proposals at about $1.862 billion per year by the end of the term. HEABC also notes that over the seven years from 2022 to 2029, its proposal would produce cumulative wage increases of about 33.5%, compared with cumulative CPI of about 23.8%, while the NBA's proposal would produce cumulative increases of about 53.5% over the same period, or roughly 7.6% per year.

HEABC accepts that the government mandate is not binding on this Board. It argues, however, that the mandate forms part of the economic and bargaining environment in which the Parties negotiated, and must be taken into account in replicating what they would have agreed to. It relies on *University of Northern British Columbia and University of Northern British Columbia Faculty Assn. (First Collective Agreement)*, [2015] B.C.C.A.A.A. No. 138 (Lanyon) (*UNBC*) at paras. 92–99, where Arbitrator Lanyon recognized the mandate as a relevant consideration and cautioned that an award departing from the established public sector pattern may have a chilling effect on collective bargaining. HEABC adds that nothing in the bargaining record suggests that additional public funding, through a revised mandate, would be likely to become available to support an NBA-specific departure from the established pattern.

HEABC takes a similar view of the me-too provisions, acknowledging that they expressly exclude increases awarded through binding interest arbitration. It contends, however, that the provisions remain relevant to replication because they formed part of the bargaining environment in which the Parties negotiated. According to HEABC, the significant increases beyond the GWIs in the 2022–2025 NBA agreement made it difficult to reach tentative agreements with other unions in this round. Unions including the BCGEU and HSPBA had already filed grievances under the 2022–2025 me-too provisions based on perceived inequities arising from the NBA agreement, even though those provisions were confined to GWIs. It was in

that context, HEABC submits, that the public service and health sector bargaining associations insisted on 2025–2029 me-too provisions based on total net compensation increases. According to HEABC, any materially enhanced package voluntarily agreed with the NBA could therefore have had broader consequences for other public sector compensation relationships, and this would have affected what HEABC could realistically have agreed to in free collective bargaining. HEABC denies, however, that it refused any NBA proposal because of the me-too provisions, and asserts that its position was at all times determined by the mandate.

HEABC submits that the established pattern in the health sector, consistent with the provincial public sector, consists of a 3% GWI in each year of the agreement together with a flexibility amount of 0.5% per year for other increases. It emphasizes that every other health sector bargaining association has settled on that pattern, as have physicians and ambulance paramedics, and that the Tentative Agreement with the NBA followed the same pattern, with the flexibility funds directed, among other things, to the NBA's benefits priorities. HEABC contends that the history relied on by the NBA does not establish a pattern of departing from the mandate. On its analysis, the general mandate was exceeded for nurses only in 2001, 2010 and 2022, and on each of those occasions British Columbia nurses were behind Alberta. In HEABC's submission, the mandate was not truly exceeded in 2014 and 2019.

HEABC submits that the comparator evidence places British Columbia nurses at or near the top of the national wage range. Relying on a table of interprovincial wage comparisons, it notes that a Level 3 RN in British Columbia is paid between $43.94 and $59.31 per hour plus a regular premium of $3.00 per hour. The equivalent Alberta range is $44.56 to $60.98 per hour, with a premium of $1.25 per hour. HEABC maintains that once premiums and other elements of compensation are taken into account,

British Columbia nurses remain competitive with or ahead of nurses in other provinces, including Alberta. It notes that BCNU itself described its members as the highest paid nurses in Canada in an Instagram post on June 8, 2026.

HEABC argues that the United States is not an appropriate comparator, since nurses have moved from the United States to British Columbia. More than 800 health care professionals, including nurses, have been recruited from the United States, and 1,443 referrals have been made through the HealthMatch BC program. Nor, in HEABC's view, is E-Comm comparable, since that employer was not bound by the PSEC mandate and the decision concerned a different group of employees. As for the wage grid, HEABC observes that the Community Social Services nurses relied on by the NBA are a very small group of about 39.3 RN FTEs and 59.4 LPN FTEs, and that Alberta and Ontario both have nine-step grids.

HEABC contends that the evidence does not reveal the recruitment and retention crisis the NBA describes. According to its numbers, nursing FTEs increased from 29,502 to 38,564, or about 30%, and net inflow of nurses was 3.3% in British Columbia, compared with 2.6% in Alberta. Further, it says the rate of nurses leaving was 4.7% in British Columbia, compared with 7.8% in Alberta, and that about 93.4% of British Columbia nursing graduates remain in the province. According to HEABC, three times as many nurses move from Alberta to British Columbia as move in the other direction. It adds that agency use is declining as a share of hours, from 4.03% to 2.46% for RNs and from 7.30% to 1.98% for LPNs, and that the share of overtime hours is also falling. It further notes that of the 3,329 registered nurses not working in nursing, only 253 are working in other professions.

Finally, HEABC contends that the NBA's proposals for a $5,000 retention bonus, grid compression and $2.00 per hour recognition pay are supported neither by the evidence nor by the bargaining record. The

recognition pay was proposed by the NBA in bargaining and rejected by HEABC, not merely withdrawn. HEABC notes that the casual incentive in the green sheets is worth about $1.67 per hour. It also asserts that funds were available to the NBA for its priorities, including an unallocated retiree benefit fund of $606 million in 2024, now over $700 million, as well as savings from changes to the rescheduling of statutory holidays. In HEABC's submission, a one-time retention bonus has no demonstrated value in retaining nurses.

HEABC argues that awarding these items would amount to a breakthrough and would reward the NBA for rejecting the Tentative Agreement. It also relies on s. 2(c) of the *Code*, which directs that the *Code* be applied in a manner that encourages the practice and procedures of collective bargaining. In HEABC's view, an award substantially exceeding the Tentative Agreement would have a chilling effect on bargaining. On retroactivity, HEABC maintains that retroactive pay should be made within 120 days of the award, consistent with the Tentative Agreement. It submits that the NBA's request for payment within 30 days is new and was never raised at the table. HEABC therefore asks the Board to award GWIs of 3% in each year of the term and to dismiss the NBA's remaining proposals.

In addition to the cases noted above, HEABC relies on the following authorities:

> *Nelson (City) v. I.A.F.F., Local 1343*, [2010] B.C.C.A.A.A. No. 174 (McPhillips); *Toronto Transit Commission*, [1985] O.L.A.A. No. 9 (Weiler); *Construction Labour Relations Assn. of BC*, [2002] B.C.C.A.A.A. No. 438 (Kelleher); *University of Toronto*, [2006] O.L.A.A. No. 782 (Winkler); and*Salvation Army Windsor*, [2009] O.L.A.A. No. 453 (Picher).

DECISION AND ANALYSIS

Guiding Principles

As noted above, the Parties accepted our Special Mediators' Recommendations and referred the issue of compensation to this Board for final and binding determination.

The Recommendations directed that the issue be resolved by applying the standard principles of interest arbitration, including reasonableness and fairness, replication, a proper comparison of the wages paid to nurses across Canada, the historical bargaining practices between these Parties, and any other factors the Board considers appropriate to bring about a settlement of this dispute.

There is little disagreement between the Parties about the principles themselves. Their disagreement lies in how those principles apply to the dispute before us, and in particular in the weight to be given to the Tentative Agreement, the government mandate, and the me-too provisions. Both Parties rely on the well-known summary of Arbitrator McPhillips in *Nelson (City) v. I.A.F.F., Local 1343*, [2010] B.C.C.A.A.A. No. 174 (McPhillips) (*Nelson*) at paras. 6–9, which was also adopted in *E-Comm Emergency Communications for British Columbia Incorporated and Canadian Union of Public Employees, Local 8911* (June 17, 2026, unreported) (Ready) (*E-Comm*) at pp. 9–10:

> 6 … First, replication is the desired outcome and that refers to the notion that an interest arbitration board should attempt to duplicate what the parties themselves would have arrived at if they had reached an agreement on their own. … Similarly, in *Fernie School District No. 1 v. Fernie District Teachers' Assn.* (1982), 8 L.A.C. (3d) 157 (B.C. Arb.), Arbitrator Dorsey stated, at p. 159 that "…the task of an interest arbitrator is to simulate or attempt to replicate what might have been agreed to by the parties in a free collective bargaining environment where there may be the threat and the resort to a work stoppage in an effort to obtain demands ...

> and arbitrator's notions of social justice or fairness are not to be substituted for market and economic realities". …
>
> 7 A second principle is the requirement to be "fair and reasonable" in the sense that the award must fall within a "reasonable range of comparators" even if one party could have imposed more extreme terms. …
>
> 8 Third, the exercise of interest arbitration has been described as a "conservative process" and that it "ought to supplement and assist the parties' collective bargaining relationship and not unravel or depart from it" … In his 1995 decision in *City of Vernon and Vernon Fire Fighters, Local 1517*, supra, Arbitrator Hope stated, at paragraph 76, that "interest arbitration is not an appropriate medium for the imposition of fundamental changes in collective agreement relationships ..." Similarly, in *Okanagan Mainline Municipal Labour Relations Association and IAFF Locals 953, 1399 and 1746*, (1997) supra, Arbitrator Hope stated, at page 43, that "it is trite for me to observe that interest arbitration holds little potential for innovation. Interest arbitrators are enjoined to replicate the collective bargaining process. Thus, it is predictable, and perhaps inevitable, that they will follow bargaining trends, not set them".
>
> 9 Fourth, as a result of this reluctance to innovate, historical patterns of negotiated settlements between the parties will carry significant weight … It is well established that interest arbitrators will attempt to respect historical relationships and the party seeking to disrupt that "voluntarily negotiated historical pattern" will have to identify persuasive reasons for doing so …

Arbitrator Dorsey explained the purpose of these principles in *Simon Fraser Administrative and Professional Staff Assn. and Simon Fraser University (Final Offer Interest Arbitration of Economic Benefits)*, [2021] B.C.C.A.A.A. No. 196 at para. 26. Inherent in them, he wrote, "is a choice by arbitrators to exercise restraint in the use of their adjudicative authority in order to support and encourage party self-governance. The intent is to avoid giving either party an incentive to choose interest arbitration for impasse resolution in place of making the difficult decisions, choices and compromises necessary to achieve a negotiated settlement."

Replication is not a speculative exercise. The board in *Beacon Hill Lodges of Canada v. Hospital Employees' Union* (1985), 19 L.A.C. (3d) 288 (Hope) stated at para. 57:

> … it is essential to realize that a board of arbitration is not expected to embark upon a subjective or speculative process for divining what might have happened if collective bargaining had run its full course. Arbitrators are expected to achieve replication through an analysis of objective data from which conclusions are drawn with respect to the terms and conditions of employment prevailing in the relevant labour market for work similar to the work in issue.

The objective factors relevant to that analysis include the wage rates paid for comparable work in the same industry, comparable settlements in the same industry, labour market conditions, recruitment and retention, and the cost of living (*E-Comm*, *supra*, at p. 11).

In the public sector, arbitrators have also long recognized that employees ought not be required to subsidize the services they provide by accepting substandard terms. As Arbitrator Shime put it in *British Columbia Railway and General Truck Drivers and Helpers Union, Local 31*, 1976 CarswellBC 1745 at para. 18, the community that requires a public service "should shoulder the financial loss and not expect the employees of the industry to bear an unfair burden by accepting wages and working conditions which are substandard. That is not to say that the public sector employer ought to be the best employer in the community - it need not. Rather, it should be a good employer and also be seen as a fair employer."

Arbitrator Hall summarized two further principles in *Sobeys*, supra, at paras. 70–71:

> 70 Another principle is that interest arbitration is inherently a "conservative exercise" … Thus, the arbitrator should not make fundamental changes to the parties' collective agreement and

> should respect historical bargaining relationships. This includes relationships between employee groups, especially where those relationships have been developed through freely negotiated collective agreements.
>
> 71 A further principle flows from what was written immediately above. Interest arbitrators should maintain consistency in settlements between different bargaining units of the same employer …

Consistency, however, must be measured against the relationships the Parties have actually built. Where the history shows that one group has been treated differently for its own labour market reasons, we recognize that respecting that history may require us to recognize the difference rather than erase it.

The Tentative Agreement

Where the Parties' own bargaining committees have reached a tentative agreement, that agreement is ordinarily the most compelling evidence of what free collective bargaining would produce. Arbitrator Weiler explained the rationale in *Toronto Transit Commission and Amalgamated Transit Union, Local 113* (1985), 17 L.A.C. (3d) 385 at para. 9:

> There is a broad consensus among labour arbitrators that a settlement voluntarily arrived at by competent negotiators is a much better index of the appropriate award than the opinion of an outside arbitrator whose involvement in the dispute is inherently limited. I had occasion to consider this issue in my *Sixty-five Participating Hospitals* award, 1981 (Weiler) [unreported]. There I did say that the preference for the agreed-to settlement should only be a general presumption, not an automatic, unyielding rule: otherwise, the democratic participation of union members in the ratification or rejection of their contracts would be eroded. However, I went on to state that: "If seasoned representatives produce a comprehensive package out of the give and take at the bargaining table ... the product of their work must be treated as strong prima facie evidence of an economically sound bargain. ... The arbitrator ... should treat the settlement as fixing the ballpark figures for the new contract." While being "prepared to scrutinize

> the terms of the tentative agreement, perhaps to find that certain items are misguided, or at least that others have been overtaken by changing economic conditions … he should begin that inquiry from the premise that the terms actually agreed to by the representatives of the parties are a sound and workable basis for the new contract, to be revised only if and when this is clearly shown to be warranted" …

Arbitrator Picher made the same point in *Salvation Army Windsor Community and Rehabilitation Centre and Service Employees International Union, Local 2*, [2009] O.L.A.A. No. 453 at para. 19, observing that a tentative agreement reached by the parties' bargaining committees "is, absent extraordinary evidence, in all likelihood the best indication of what they would have agreed to." Arbitrator Brown expressed the principle more strictly in *Original Cakerie*, [2023] B.C.C.A.A.A. No. 97 at para. 18:

> The caselaw is not in dispute. Arbitrators have stated that it is extremely rare for interest arbitrators to depart from the terms of a tentative memorandum of agreement which has not been ratified by one of parties, absent extraordinary evidence or new circumstances. Any departure would be in the nature of a "tweak". The rejected memorandum of agreement must remain front and centre.

At the same time, as Arbitrator Kelleher observed in *Construction Labour Relations Assn. of B.C. and Operative Plasterers' and Cement Masons' International Assn., Local 919*, *supra* at para. 7, "[t]aking the replication approach does not mean the imposition of the defeated tentative agreement … But it is a factor."

HEABC relies heavily on *Air Canada*, *supra*. In that case, the cabin personnel rejected the employer's wage offer by a vote of 99.1%. Arbitrator Knopf stated, at pp. 8–9:

> … their failure to ratify does not automatically trigger a changed or enhanced result in an interest arbitration process. Long established principles of labour relations dictate that an interest arbitrator's duty is to give deference to tentative agreements reached through principled collective bargaining and to replicate the outcome the parties would be expected to reach if negotiations had been allowed to continue to a conclusion. Arbitration principles honour the fact that tentative agreements reached by bargaining teams often provide the best evidence of what the parties could be expected to achieve during free and principled collective bargaining, even when settlements reached at a bargaining table are not ratified by one party.

She added, at p. 12:

> When a settlement document contains an agreement on the issue of wages, arbitrators will treat that as compelling evidence of what free bargaining would have yielded and be very reluctant to change the result. That is because experienced bargaining teams spend time analyzing and weighing their positions, resources and options, and then push their counterparts to the point that there is no more 'give and take' on either side.

At p. 16, she wrote that "[i]nterest arbitration is not a forum for 'buyer's remorse' or an attempt at 'another bite of the apple'. If that was the case, the integrity of collective bargaining would be at risk every time a negotiated settlement is not ratified."

Arbitrator Knopf ultimately found that the parties' Minutes of Settlement in that case were not a tentative agreement on wages, since they left wages as an "unratified outstanding wage issue" (pp. 12–13). She nonetheless found the employer's offered rates to be "a very good indicator of what these parties could be expected to have achieved if they had been free to negotiate further," and she largely awarded them. She also found that "the Parties have a history of achieving a Collective Agreement that provides superior compensation to its employees," and that "[t]o replicate that result requires an adjustment to the wage rates for the Rouge Cabin Personnel" (p. 26). HEABC emphasizes that the Rouge adjustment responded to the

absence of wage adjustments for that group in prior years. That was one of the reasons Arbitrator Knopf gave, but her conclusion also rested expressly on the parties' history of providing superior compensation. *Air Canada*, therefore, is illustrative of both sides of the principle. The negotiated terms remain front and centre, but they do not preclude a targeted adjustment where the parties' own bargaining history requires it.

The Government Mandate and the Me-Too Provisions

The Parties agree that the government mandate does not bind this Board.

At the same time, a mandate that has in fact been accepted by comparable employees is a significant part of the economic environment in which bargaining takes place.

As the Chair of this Board observed in *University of Northern British Columbia and University of Northern British Columbia Faculty Association* (February 4, 2014, unreported) (Ready) at p. 9, quoted by Arbitrator Dorsey in *Simon Fraser*, supra, at para. 31: "I do not, however, dismiss the PSEC mandate as irrelevant. Rather, I view it simply as an aspect of the general economic situation facing these and other parties engaged in public sector negotiations throughout the Province of British Columbia." Arbitrator Dorsey concluded that interest arbitrators treat PSEC bargaining mandates "as one of many elements, but not a determinative element, in the negotiating environment and context of the parties' relationship" (para. 39). The board in *Louis Riel School Division and Louis Riel Teachers' Assn.*, 2020 CarswellMan 190 (Peltz) at para. 65 put the point similarly, adopting the Chair's statement in *Regina (City) Board of Police Commissioners v. Regina Police Assn. Inc.*, 1994 CanLII 10219 (SK LA) (Ready) that "[t]he fiscal objectives and taxation policies are for the politicians to develop. A considered application of the replication doctrine cannot, however, be completely blind to the economic

situation," and concluding that an independent arbitration board "must be responsible in fashioning an award but must not allow government's bargaining mandate to dictate the result."

Arbitrator Lanyon explained the balance in *UNBC*, *supra,* at paras. 96–98:

> 96 … On the one hand, interest arbitrators are not simply the agents of government who enforce budgets or the economic mandates imposed by government. However, the economic mandates set by government must be given serious consideration by interest arbitrators. …
>
> 97 … And, if the economic mandate set by the public sector employer objectively reflects the settlements reached by similar employees performing similar work, then that economic mandate will be given serious weight.
>
> 98 Conversely, should the economic mandate of the public sector employer not reflect the settlements of similar employees performing similar work, and/or it has not acted in good faith, or it has not exercised its discretion reasonably, then its economic mandate will be given little weight.

Arbitrator Lanyon also cautioned, at para. 99, that interest arbitration "should never be seen as an incentive to either party." He explained that "a trade union could conclude that it would never agree to a government's economic mandate because it could always go to interest arbitration, where an interest arbitrator might award more than the economic mandate," and that "[t]his would soon convert free collective bargaining into an interest arbitration scheme." That concern is reinforced by s. 2 of the *Code*, which directs that the *Code* be applied in a manner that encourages the practice and procedures of collective bargaining.

The me-too provisions are not before us for interpretation. Neither Party suggests that this award engages them, and the NBA's undisputed evidence is that each of them excludes increases awarded through binding

interest arbitration. We do not, however, regard them as irrelevant. HEABC is correct that they formed part of the environment in which these Parties bargained. The NBA is equally correct that their exclusion of arbitral awards was a deliberate choice by the government and the unions that negotiated them, and that an award of this Board operates within the framework those parties established.

Given our conclusion that this Board is not bound by the government mandate, and the agreement of the Parties that the me-too provisions do not apply to our award, we find it unnecessary to address the NBA's argument under s. 2(d) of the *Charter*.

General Wage Increases

Applying these principles, we have concluded that the GWIs should be those contained in the Tentative Agreement: 3% effective the first pay period following April 1 in each of 2025, 2026, 2027 and 2028.

The Tentative Agreement was reached after months of bargaining between experienced and sophisticated bargaining teams, and it was unanimously recommended by the NBA bargaining committee, which had opened bargaining at 5% per year. The 3% GWI is the increase accepted by every other health sector bargaining association and by about 92% of unionized public sector employees, and it is the GWI Alberta nurses received in their most recent settlement. Under UNBC, a mandate that objectively reflects the settlements of comparable employees is entitled to serious weight, and this mandate does so. The case for adopting the negotiated GWI is also stronger here than in Air Canada, where Arbitrator Knopf found that the parties had never agreed on wages. Here, the Parties' bargaining committees agreed on the GWI, and the NBA committee unanimously recommended it to its members.

We have carefully considered the NBA's submission that the Tentative Agreement was reached under the constraint of the mandate and the me-too provisions. We accept that those provisions shaped the bargaining environment in this round, but we are not persuaded that the GWI would have been materially different without them. The 3% pattern was established across the public sector before the NBA reached its agreement. After the Tentative Agreement was rejected, the Parties resumed bargaining while the NBA was engaged in job action, and that bargaining produced no movement on GWIs. Nor does the cost of living evidence support a higher increase: on HEABC's figures, cumulative wage increases from 2022 to 2029 under its proposal amount to about 33.5%, compared with cumulative CPI of about 23.8% over the same period.

On comparability, we find that the most relevant comparators for the GWI are the other health sector bargaining associations in this province and the most recent Alberta nurses' settlement, and both point to 3%. The provincial comparisons in the record reinforce that conclusion, showing that with a 3% GWI the wage rates in the Tentative Agreement rank first or among the highest in the country across the measures examined. We have not found the comparisons to nurses in the United States, or to police, firefighters and emergency communications workers in this province, of significant assistance. The American labour market operates in a different context, with differences in currency, benefits, taxation, cost of living and the structure of the health system, and the evidence shows growing numbers of nurses relocating from the United States to British Columbia. The police, fire and emergency communications settlements were reached by different parties, in different bargaining structures that include interest arbitration, and outside the PSEC mandate.

Respectfully, nothing in the record supports an 8% GWI. No comparator has achieved it, and it would add about $1.409 billion in annual

costs by the end of the term, a figure the NBA did not dispute. Awarding it would also create precisely the disincentive to settlement that Arbitrator Lanyon warned of in *UNBC*.

The Wage Grid

That is not the end of the matter. In our view, the historical bargaining practices of these Parties and a proper comparison of nurses' wages across Canada both point to a further and targeted adjustment.

We accept the NBA's evidence that, over the past 25 years, nurses in this province have repeatedly obtained compensation increases beyond the general public sector pattern when labour market conditions required it. The 2001 agreement, although imposed by legislation rather than negotiated, provided increases of about 23.5% over its term. The 2009 Labour Market Adjustment provided 3% per year in 2010 and 2011, at a time when the government was applying a "net zero" mandate elsewhere. In the 2014–2019 round, the NBA obtained terms that Arbitrator Hall found exceeded the HSPBA's net compensation increase by at least $9.442 million: *Health Employers Association of BC v. Health Science Professionals Bargaining Association*, *supra*. The 2019–2022 round produced the working short premium. In the 2022–2025 round, the NBA obtained a further 5.5% in non-GWI increases, including a new Year 10 step, that other bargaining units did not receive. HEABC does not dispute that the general mandate was exceeded for nurses in 2001, 2010 and 2022. Its explanation is that on each of those occasions British Columbia nurses had fallen behind Alberta.

In our view, that explanation confirms the historical pattern rather than undermining it. Leaving aside the 2001 agreement, which was imposed by legislation, the pattern these Parties have established through free collective bargaining is not one of uniform adherence to the general mandate. It is one in which nurses' compensation has been adjusted, often

through structural or targeted measures rather than through the GWI alone, when necessary to keep British Columbia competitive with Alberta. Respecting that "voluntarily negotiated historical pattern," in the words of Arbitrator McPhillips in *Nelson*, requires us to consider whether such an adjustment is warranted now. This is the same approach Arbitrator Knopf took in *Air Canada*—she largely awarded the negotiated rates, but found that the parties' history of providing superior compensation required a targeted adjustment for one group.

We are satisfied that Alberta is a relevant comparator for this purpose. HEABC itself describes Alberta and Ontario as "arguably BC's most significant provincial comparators," and the evidence of movement between the two provinces confirms that they compete directly for the same nurses. Under their most recent settlement, Alberta nurses received a 3% GWI, the same as we award here. That GWI was combined with a restructuring of their wage grid, which increased the gap between each step to 4%, and a one-time step advance for all members. Together, these measures produced immediate increases of between 10.3% and 15.1%, depending on a nurse's placement on the grid. The Parties disagree about how British Columbia compares to Alberta once premiums are included. On base rates, however, the NBA's figures show that in 2026 Alberta's RN start rate of $44.56 and top rate of $60.98 both exceed the corresponding British Columbia rates of $43.94 and $59.31 under the Tentative Agreement.

The Alberta settlement demonstrates that a 3% GWI combined with a structural change to the wage grid is an outcome that free collective bargaining between a nurses' union and a public health employer can and did produce in recent negotiations. In our view, it is a relevant objective indicator of what these Parties would have agreed to absent the constraint of the bargaining envelope.

The recruitment and retention evidence reinforces the conclusion that a redesign of the wage grid is appropriate. HEABC's evidence that nursing FTEs have grown, that more nurses move from Alberta to British Columbia than the reverse, and that agency use is declining is not without weight. But the demand side of the equation is unprecedented. We note that Phase 1 of the minimum nurse-to-patient ratios alone will require about 10,500 additional nurses, and the NBA's evidence shows that intention to leave is highest among nurses under 35, who are concentrated at the lower steps of the grid. As the board observed in *Participating Hospitals and CUPE (Bill 124 Reopener)*, 2023 CarswellOnt 8972 (Kaplan) at para. 43, "[w]age increases can reasonably be expected to keep people in the workforce, attract people who have left to return, and incentivize future employees" (see also *British Columbia Ferry Service Inc. and BC Ferry & Marine Service Workers' Union*, 2024 CarswellBC 981, in which Arbitrator Fleming stated at para. 215, "There is no doubt that compensation is a key driver in attracting and retaining employees"). A change directed at the early years of a nurse's career is, in our view, responsive to precisely those pressures.

We have carefully considered HEABC's objections to restructuring the grid. HEABC points out that Alberta and Ontario both retain nine-step grids. That is so, and we do not suggest that Alberta shortened its grid. What Alberta did was restructure its grid so that nurses move up in larger increments, and advanced every nurse by one step, both of which put more money in the hands of nurses earlier in their careers. The record before us does not include the step differentials of the British Columbia grid or any costing of an equivalent model, and we are not prepared to construct one without that evidence. The NBA's proposal, which was tabled in bargaining and costed by HEABC, pursues the same object through a mechanism the Parties have already addressed at the table.

HEABC has pointed out that in 2022 the Parties lengthened the grid by adding a Year 10 step, and that the NBA has not negotiated any reduction in the number of steps in the 25 years since 2001. Respectfully, we do not find either point persuasive. The Year 10 step increased the compensation of the most senior nurses and was itself a structural change to the grid directed at competitiveness; moreover, the structure that the NBA seeks to shorten was not the product of free collective bargaining. The nine-step grid on which it rests was implemented by legislation in 2001. That distinguishes the present circumstances from *Nelson*, *supra*, where weight was given to a "voluntarily negotiated historical pattern." A structure imposed by statute does not carry the same weight.

HEABC further notes that the NBA did not include the grid proposal in its letter of June 24, 2026, and raised it again only at mediation. The NBA's priorities after the rejection of the Tentative Agreement are relevant, but we do not regard them as determinative. The proposal was tabled at the outset of bargaining, it was raised in mediation and fully argued before us, and HEABC has had a full opportunity to respond to it and to cost it.

Finally, we are mindful that interest arbitration is a conservative process, and that a structural change to a wage grid must be approached with caution. We are also mindful of HEABC's concern, grounded in *UNBC* and s. 2 of the *Code*, that an award exceeding a tentative agreement may reward the rejection of that agreement and discourage settlement. Several considerations satisfy us that the adjustment we award is consistent with those principles.

To begin with, it follows a structural change negotiated by the most relevant comparator alongside the same 3% GWI. Further, it is consistent with the way these Parties have historically addressed nurses' competitiveness, including through changes to the grid itself in the last round, and it leaves the negotiated GWI untouched, and is directed at the

early years of a nurse's career, where the evidence of retention pressure is strongest. We additionally note that it applies prospectively only, and is more modest than the change the NBA sought. On HEABC's own calculation, the prospective deletion of five steps would cost about $83 million in 2027/28 and $199 million in 2028/29. The deletion of three steps will cost less than that, and will be a small fraction of the approximately $1.862 billion in additional annual costs the NBA's proposals would have produced. This is not, in our view, a reward for rejecting the Tentative Agreement. It is a measured application of these Parties' own bargaining history and the most relevant comparator to the issue before us.

In light of the foregoing, we award that, effective the first pay period following April 1, 2027, and following the application of the GWI effective that date, Steps 1, 2 and 3 of the wage grids in the Collective Agreement are deleted, reducing each grid from ten steps to seven. A nurse whose step is deleted will move to the next highest step in the revised grid.

We have chosen Steps 1, 2 and 3 because they are the early-career steps, where the evidence of recruitment and retention pressure is strongest. The result is a grid with seven steps, which is shorter than the grids in Alberta and Ontario but longer than those negotiated for the HSPBA and BCGEU. It brings nurses to the top rate three years sooner than under the current grid while preserving a meaningful progression through the middle years of a nurse's career. We remit the issue of any consequential amendments to the Parties to resolve by no later than January 15, 2027, and retain the requisite jurisdiction to resolve any outstanding disputes between them in respect of these amendments.

Recognition Pay

The NBA seeks a new recognition pay increment of $2.00 per hour for all nurses at or beyond Year 10. As the NBA explained in its submissions,

that amount was calculated to achieve nominal parity with Alberta at the senior steps of the wage grid, on the assumption that its proposals for an 8% general wage increase and a five-step grid would also be awarded. HEABC has costed the proposal at between $83.1 million and $90.8 million per year. HEABC also emphasizes that the NBA advanced the proposal in bargaining, that HEABC rejected it, and that it formed no part of the Tentative Agreement.

For the reasons already given, we have not accepted the NBA's proposals for an 8% general wage increase or a five-step grid. With those proposals removed, the stated rationale for an increment of $2.00 per hour falls away. We are not persuaded that a recurring cost of that size reflects what the Parties would have agreed to in free collective bargaining. The NBA's proposal for recognition pay of $2.00 per hour at Year 10 is therefore denied.

Nevertheless, we are satisfied that a more modest adjustment is warranted. As set out above, a tentative agreement fixes the ballpark for a renewed Collective Agreement, but it does not prevent the Board from making a limited modification where the evidence shows a concern the Parties would likely have addressed in free collective bargaining. In our view, the absence of any recognition of long service between Year 10 and Year 15 is such a concern, particularly now that nurses beginning their careers will reach the top of the wage grid three years sooner.

In the 2022–2025 round, the Parties themselves agreed to recognize long service beyond the top of the wage grid. They first did so through new increment steps at 15, 20, 25 and 30 years. By Memorandum of Agreement dated May 30, 2023, they replaced those steps, effective April 1, 2023, with Year 15–30 Add Pay of $0.50, $1.25, $2.25 and $3.50 per hour. Each of those amounts is the total Add Pay payable at its milestone, and each is paid in addition to the nurse's applicable increment step rate. Add Pay applies to

all hours paid, is pensionable, counts in calculating overtime, and increases with general wage increases.

That structure leaves a gap. After reaching the top of the wage grid, a nurse receives no further recognition of service until the first Add Pay milestone at 15 years. Those years fall in the mid-career period when experienced nurses are among the most valuable to the health care system, both in their own practice and as mentors to newer nurses. The NBA stressed that retaining these nurses is essential, and that evidence is consistent with the Parties' own decision in the last round to reward longevity.

Adding a Year 10 tier to the Parties' existing Add Pay structure, and carrying this through each of the existing tiers, is in our view consistent with replication and with the conservative and incremental nature of interest arbitration. It builds on a mechanism the Parties designed and agreed to themselves, rather than imposing a new one, and it preserves the progression between milestones that the Parties negotiated. In the language of the authorities, it is in the nature of a tweak to the Parties' essential bargain. Making the change effective in the final year of the Collective Agreement also takes account of the economic environment in which the Parties bargained. Its cost falls in the final year of the term, and the Parties can consider it in their next round of bargaining.

We therefore award as follows. Effective the first pay period following April 1, 2028, a new Year 10 Add Pay of $0.50 per hour will apply to regular nurses with at least 10 years of seniority and casual nurses with at least 19,500 hours worked. It will be payable in addition to any Year 15–30 Add Pay, so that the Add Pay at each existing milestone increases by $0.50 per hour. In all other respects, the Year 10 Add Pay will be governed by the same terms as the existing Year 15–30 Add Pay. We remit the issue of any consequential amendments to the Parties to resolve by no later than January

15, 2027, and retain the requisite jurisdiction to resolve any outstanding disputes between them in respect of these amendments.

Retention Bonus

We decline to award the NBA's proposed one-time retention bonus of $5,000 per nurse. The proposal was not tabled before the Tentative Agreement was reached, no other 2025–2029 health sector agreement contains a comparable payment, and its cost of about $336 million would be substantial. More fundamentally, a one-time payment does nothing to address the structural concerns about progression and early-career retention that have led us to restructure the grid, and those concerns are better met through lasting changes to the wage schedule. We also note that in the green sheets of July 7, 2026, the Parties have already agreed to a casual incentive payment of up to $2,300 annually.

Retroactivity

The general wage increases we have awarded are retroactive to the first pay period following April 1, 2025, and the first pay period following April 1, 2026, respectively. The grid restructuring and addition of the Year 10 Add Pay are not retroactive, taking effect from the first pay period following April 1, 2027, and April 1, 2028, respectively.

The NBA has requested that payment of any retroactive increases be made within 30 days, while HEABC submits it should be granted 120 days to process these payments.

While we appreciate that nurses have waited a considerable time for these increases, we respect that the Parties negotiated the 120-day period as part of the Tentative Agreement, and note the NBA did not raise the 30-day proposal at the bargaining table, and that more than 240 employers must calculate and process the payments. In the circumstances, we order that

retroactive payments be made within 120 days of the issuance of this award, although we certainly encourage that earlier payments be made where possible.

CONCLUSION

In accordance with our Recommendations, which both Parties accepted, the terms of the Tentative Agreement and the further terms agreed in the green sheets of July 7, 2026, are incorporated into the Collective Agreement.

For reference, those green sheets provide for:

- an increase in the regular premium from $2.15 to $3.00 per hour in the first pay period after April 1, 2026, and to $3.55 per hour in the first pay period after April 1, 2027;
- an increase in the evening premium from $1.40 to $1.90 per hour and then to $2.20 per hour on the same dates;
- a casual incentive payment of up to $2,300 annually;
- a further expansion of double-time overtime; and
- revised language addressing co-payments under the benefits trust.

In addition, we award the following enhancements beyond the Tentative Agreement and the green sheets:

- Deletion of Steps 1, 2 and 3 of the wage grids effective the first pay period following April 1, 2027, reducing each grid from ten steps to seven, with a nurse whose step is deleted

moving to the next highest step in the revised grid; and

- A new Year 10 Add Pay of $0.50 per hour, effective the first pay period following April 1, 2028, for regular nurses with at least 10 years of seniority and casual nurses with at least 19,500 hours worked, payable in addition to any Year 15–30 Add Pay, so that the Add Pay at each existing milestone increases by $0.50 per hour.

Further, we note the Parties agreed through acceptance of our Recommendations to the following:

- a Ministry of Health review of the work presently performed by nurses, focused on maximizing the time nurses spend providing care; and

- a comprehensive study of where nurses and other health care employees are most at risk of violence, how the use of Relational Security Officers could be enhanced, and what further measures could reduce that risk.

We retain jurisdiction over these reviews.

In our view, these changes, taken together, give nurses meaningful gains beyond those reflected in the Tentative Agreement. While we acknowledge these changes may not go as far as the NBA has sought, we find these improvements are consistent with the objective evidence and the principles of interest arbitration.

We thank the Parties for their candour and cooperation throughout these proceedings and for the thoroughness of their submissions.

We retain the requisite jurisdiction over the implementation of this award, including, but not limited to, any consequential amendments arising from the restructuring of the wage grids and addition of the 10 Year Add Pay.

It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 18th day of November 2026.



Vincent L. Ready



Amanda Rogers