

MEMORANDUM OF SETTLEMENT

for the

EIGHTEENTH MAIN AND COMPONENT AGREEMENTS

between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

represented by the

BRITISH COLUMBIA PUBLIC SERVICE AGENCY

and

THE BRITISH COLUMBIA NURSES' UNION (BCNU)

The B.C. Nurses' Union (BCNU) and the BC Public Service Agency (PSA) agree to recommend the following terms of settlement to their respective members/principals for ratification and advise the other party of the result as soon as possible following ratification. The Parties further agree that all proposals agreed to and printed on green paper form part of this settlement and that all proposals put forward by either party during this round of bargaining and not agreed to shall be deemed withdrawn on a without prejudice basis. Unless noted in this document, existing articles in the Collective Agreement remain unchanged. All text in bold indicates new language.

HOUSEKEEPING

Change Master to **Main** throughout the collective agreement.

Number all Memorandums of Agreement (MOA)

Title Page: Update Dates

Table of Contents: Update * as required

On Page - ix – change below

Note: Changes to the ~~Sixteenth~~ **Seventeenth** Master **Main** Agreement are indicated in the **Seventeenth** ~~Eighteenth~~ Master **Main** Agreement with **bold type** (except for **Headings**) and an asterisk (*); or an asterisk (*) only where language has been deleted.

1.02 Definitions

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

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

1.03 Misuse of Managerial/Supervisory Authority

Procedures

(b) should be (a) renumber clauses. Note: second page (a) should be (e), and a. should be (f).

17.01 Designated Paid Holidays

Paid Holidays

(a) National Day for Truth and Reconciliation (BC)

20.07 ~~Her~~ change to His Majesty's Forces and in the title and article

***29.12 Auxiliary Illness and Injury Leave and Weekly Indemnity**

- (c) Subject to (c) above, full benefits will be reinstated: Change to:
- (c) Subject to (b) above, full benefits will be reinstated:

Community Services Nurses Component - Housekeeping

ARTICLE 4 - HOURS OF WORK AND WORK WEEK

4.01 Hours of Work and Work Week

Change:

governmentcommunity to government-community

sevenhour to seven-hour

Hospital services Nurses Component - Housekeeping

***3.05 Rotations and Adjustment**

- (d) (1) Shift employees working the 4 - 2 shift pattern where the length of the scheduled work shift is 7 hours and 30 minutes, exclusive of meal break, will earn a surplus of time off the equivalent of ~~11~~ **thirteen 13** working days per year (in addition to any compensation or premium due under Clause 17.07 of the Master Agreement) which shall be paid in accordance with the provisions of Clause 26.02 of the Master Agreement.

Index: Update page numbers, example Hours of work is 42 should be 43

ARTICLES

ARTICLE 1 - PREAMBLE AND DEFINITIONS

***1.01 Preamble**

(a) The principals to this Agreement recognize the right of an individual to uninterrupted, skillful, and efficient care. It is obligatory upon the Employer and its employees to strive for the efficient operation and maintenance of our hospitals, clinics, and other institutions or facilities. Also, in consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions on all matters pertaining to working conditions, hours of work, and salaries, the Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out. The Union and the Employer agree that the two parties will be bound by the *Human Rights Code* of British Columbia.

~~(b) — Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.~~

***1.02 Definitions**

"child" - wherever the word "child" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;

"common-law spouse" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;

"employee" means a member of the bargaining unit and includes:

(a) **"regular employee" means an employee who is employed for work which is of a continuous fulltime or parttime nature.**

(b) **"casual auxiliary employee" means an employee who is employed for work which is not of a continuous nature, such as:**

(1) seasonal positions;

(2) positions created to carry out special projects or work which is not continuous;

(3) temporary positions created to cover employees on vacation, short term illness or injury leave, education leave, compassionate leave, or other leave;

(4) temporary positions created by special leave programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

(c) **"oncall auxiliary employee" means an employee who is employed at irregular intervals and specifically to meet operational requirements during depleted staff situations.**

Note (not to be printed with the Main Agreement): The Parties agree that a "casual" and "casual auxiliary employee" and an "auxiliary employee" are one and the same. Therefore, the Parties agree to replace any references to "casual" and "casual auxiliary" with "auxiliary" throughout the Main Agreement.

"headquarters or geographic location" - is that area within a radius of 32 kilometers of where an employee ordinarily performs their duties. For the purposes of Articles 12.8 - Relocations, and 13 Layoff and Recall of Regular Employees relocation expenses arising therefrom, "headquarters or geographic location" will be redefined as a radius of 50 kilometers (32 kilometers in the Metro Vancouver or CRD) of where an employee ordinarily performs their duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

"leave of absence with pay" - means to be absent from duty with permission and with pay.

"probation" - for an employee means that period of probation outlined in Section 9 of the Public Service Act.

"rest period" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

***1.04 Human Rights Code**

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

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

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

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

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

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

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

ARTICLE 3 - UNION AND PROFESSIONAL SECURITY

***3.02 Membership in Professional Bodies**

As a condition of continued employment, it is the responsibility of the employee to obtain and maintain membership in those licensing bodies or associations as are necessary to maintain professional standing as a Nurse. Regular ~~full-time~~ employees who have completed their initial probationary period will be entitled to reimbursement of their annual licensing fee to a maximum of \$400, ~~effective April 1, 2020,~~

\$515.41, effective April 1, 2022. ~~prorated for regular part-time employees upon application and presentation of a receipt.~~

***ARTICLE 4 – CHECK-OFF OF UNION DUES**

- (a) At the time of initial employment, and upon each transfer to a new facility identified in Appendix 1 - **Component Structure and Jurisdictional Areas**, the Employer shall determine or confirm the registration status of every new and transferred employee. Such employees shall be identified as having:
- (1) Practicing registration as a registered nurse in British Columbia;
 - (2) Practicing registration as a registered psychiatric nurse in British Columbia;
 - (3) Practicing registration as both a registered nurse and a registered psychiatric nurse in British Columbia.
- (b) New employees shall sign an authorization of dues deductions form, described in Memorandum of Understanding #4 – **Preemployment Eligibility and Checkoff Administration**, authorizing remittance of dues to the Union. A copy of such authorization will be forwarded to the Union.
- (c) The Employer agrees to deduct from the wages of each employee in the bargaining unit, whether or not such employees are members of the Union, the amount of the regular membership dues payable to the Union by a member of the Union.
- (d) The Employer shall deduct from each employee who is a member of the Union any assessments levied in accordance with the By-Laws of the Union and owing by the employee to the Union.
- (e) Dues shall be remitted to the British Columbia Nurses Union.
- (f) Deductions shall be made in each payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the pay period for which they were deducted.
- (g) All deductions shall be remitted to the Union within **thirty (30)** calendar days after the date of deduction and the Employer shall provide a list of names of those employees from whose salary deductions have been made. Each list will be divided to indicate employees in the Hospital Services Nurses Component and the Community Services Nurses Component. The list will also indicate additions and deletions to the list, and the amounts deducted from each employee. All lists will be in alphabetical order.
- (h) The Employer shall supply each employee without charge a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

- (i) No employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.
- (j) The Employer will provide the Union with a list of new employees on a monthly basis. The list will include the location, ministry, pay list and classification of each employee and will be provided in a mutually agreed format.

ARTICLE 10 – DISMISSAL, SUSPENSION, AND DISCIPLINE

*10.05 Unauthorized Absence

Where an employee fails to report for duty for 10 consecutive working days, the employee shall be deemed to have abandoned their position. ~~An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer. and it shall be considered an administrative termination. Prior to proceeding with the administrative termination, the Employer will make one reasonable attempt to contact the employee. If the employee does not respond to the Employer within five (5) working days, the administrative termination will proceed.~~

ARTICLE 11 – SENIORITY

*11.02 Seniority List

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

The seniority lists shall contain the following information:

- (i) name;
 - (ii) status (regular full-time, regular part-time, auxiliary);
 - (iii) grid level;
 - (iv) start date in the Public Service;
 - (v) total hours for auxiliary employees;
 - (vi) worksite.
- (d) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done so at no additional cost to the Employer.

Article 12 – POSTINGS, TRANSFERS AND SECONDMENT

***12.01 Postings**

- (a) Vacancies of a regular nature that are to be filled, for positions in the Bargaining Unit, shall be posted throughout the Public Service or in Regions or Ministries as deemed necessary by the appropriate Deputy Minister. Ministries are not precluded from filling more than one vacancy from each posting.
- (b) The notice of postings shall contain the following information:
Nature of position, qualification **and/or equivalency**, skills, **job description**, whether shift work is involved, wage or salary rate or range and where applicable, specific location **including if the work can be done remotely**. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of ~~12 months~~ **eighteen (18) months** from the establishment of the list.
- (d) Vacancies of a temporary nature which are known to exceed seven (7) months shall be posted within thirty (30) days. Such postings will normally be limited to the seniority block within each jurisdictional unit as described in Clause 13.03. In those circumstances where the posting is not limited, the provisions of Memorandum of Understanding #14, Board and Lodging and Relocation Expenses, will not apply.
- (e) Notices shall be posted at least **fourteen (14) days** prior to the closing date of the competition except as provided for in Clauses 12.08 (Relocations), 12.09 (Transfer Without Posting) and 19.02 (Rehabilitation Committee).
- (f) On posted competitions, an employee is ineligible for transfer or demotion from one geographic location to another within two (2) years at the previous location. The closing date of the competition shall determine eligibility. A selection panel may waive this restriction with the approval of the applicant's Deputy Minister or designate. This restriction does not apply to supernumerary employees or to promotions.
- (g) Employees who are absent from their places of employment for periods of longer than **fourteen (14) calendar days** may make a preliminary application for, and in anticipation of, vacancies or new positions which may be posted in their absence.
- (h) Temporary vacancies of not more than seven (7) months in duration shall be filled in accordance with Clause 27.08(b) (Temporary Substitution).
- (i) Any nurse wishing a lateral transfer should make this known to their respective supervisor.
- (j) Copies of all nursing postings shall be sent to the Union.

***12.09 Transfers Without Posting**

(a) Lateral transfers or voluntary demotions may be granted, without posting, for:

(1) compassionate grounds to regular employees who have completed their probationary periods. Compassionate grounds includes care for a family member.

In such cases the Rehabilitation Committee outlined in ~~Clause 19.02~~ **Appendix 3 – Short Term Illness and Injury Plan and Long Term Disability Plan, Part III – Rehabilitation Committee** shall consider any applications or request presented to the Committee. Each request for special considerations shall be judged solely on its merit.

(b) In addition, lateral transfers or voluntary demotions may also be granted where such transfer is in the best interest of the employee and the Public Service.

(c) An employee whose spouse is also an employee and whose spouse is relocated or transferred pursuant to Articles 12.08 or 13 shall be considered for a lateral transfer or voluntary demotion to available vacancies.

(d) Where an employee whose spouse is also an employee of the Government of the Province of British Columbia but not in this bargaining unit, and where the spouse is relocated or transferred, the Employer may consider a request from the employee for a lateral transfer or voluntary demotion in the context of operational requirements and the interests of the Public Service.

Article 15 – SHIFT AND ROTATION

***15.03 Shift Differential**

(a) Employees working an afternoon shift or night shift shall receive shift differential for all hours worked on the shift.

(b) Shift differential shall be:

~~\$1.40 per hour.....effective April 1, 2016~~

~~for the afternoon shift~~

~~\$1.50 per hour.....effective April 1, 2016~~

~~for the night shift.~~

Effective Date	Afternoon Shift	Night Shift
April 1, 2022	\$1.46	\$1.56
April 1, 2023	\$1.56	\$1.67
April 1, 2024	\$1.61	\$1.72

(c) Shift differential will apply to overtime hours worked on an employee's regularly scheduled work day. The shift differential which will be paid will be the shift differential for the shift within which the overtime is worked.

(d) Employees covered by Employer-Union approved flextime or modified work week arrangements, who, by their own volition, choose to begin their shift at a time which qualifies them for shift differential, shall not be entitled to the differential.

***15.05 Changes in Schedules**

Work schedules for regular employees and casual auxiliary employees shall be posted at least **fourteen** 14 calendar days in advance of the starting day of a new schedule.

(a) In the event that any such employee's schedule of hours of work is changed without 48 hours advance notice, and if such change is the result of another employee utilizing a benefit provided for by the provisions of the Agreement, such as sick leave, bereavement leave, or for reasons attributable to another employee, **effective April 1, 2022** the employee will receive a premium of ~~85¢~~ **one (\$1.00) dollar**, per hour for work performed in the first shift to which they changed, in addition to their regular pay.

(b) In the event that any such employee's schedule of hours of work are changed after the hours of work schedule has been posted, and if such change in schedule is the result of indiscriminate rostering by the Employer, the employee shall receive pay at overtime rates for work performed on the shift to which they changed.

ARTICLE 18 - ANNUAL VACATION

***18.07 Recognition of Prior Vacation Year Upon Re-Employment**

A regular employee who is re-employed will have their vacation year attained prior to voluntary termination or layoff recognized if their break in employment was;

- 1. Voluntary termination (i.e. resignation or retirement), or**
- 2. Being on layoff for more than one year, or**
- 3. Becoming an auxiliary employee.**

The foregoing applies notwithstanding Articles 11.03 - Loss of Seniority, 11.04 - Reemployment, 11.05 - Bridging of Service and 18.01 - Entitlement.

ARTICLE 20 - SPECIAL LEAVE

*Definition

For the purposes of Article 20 "immediate family" means spouse, parent, child, ~~brother, sister~~ sibling, ~~father in-law, mother in-law~~ parent-in-law including the father and mother of a same sex partner; or a relative who permanently resides in the employee's household or with whom the employee permanently resides.

***20.01 Bereavement Leave**

In the case of bereavement in the employee's immediate family, an employee, not on leave of absence without pay, shall be entitled to special leave without loss of basic pay, from date of death to and including the day of the funeral, with if necessary, a time allowance for return travelling. Further time may be granted at the Employer's discretion. Such leaves shall normally not exceed five (5) working days. It is understood that the employee has the ability to split the five (5) day entitlement between the date of death and the date of the funeral. In the event of the death of a relative such as grandparent, ~~son in-law, daughter in-law~~ children-in-law, ~~brother in-law or sister in-law~~ sibling-in-law the employee shall be entitled to special leave without loss of basic pay of up to one (1) day for the purpose of attending the funeral. Other cases may be considered based on their merit. For the purposes of this Clause only, "immediate family" shall include "grandchild", step-child, foster child in the care of the employee, step-sibling and "step-parent".

For the purposes of this article, funeral may be represented by any other traditional ceremony, service or gathering.

***20.13 Leave for Medical and Dental Care**

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for employees with dependent children (in need of medical and/or dental care) shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 20.15. "Medical, dental and/or registered midwife appointments" include only those services covered by the B.C. Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.15 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this clause shall be entitled to reimbursement of reasonable receipted expenses for accommodation and travel to a maximum of ~~\$510~~ **\$551.20** effective ~~April 1, 2019~~ **2022**, ~~\$520~~ **\$588.41** effective ~~April 1, 2020~~ **2023**, and ~~\$530~~ **\$606.06** effective ~~April 1, 2021~~ **2024**, per calendar year.

(c) An employee otherwise entitled to leave pursuant to (b) above who chooses to travel on a vacation day or a day of rest or to remain at work and not accompany their spouse, dependent child, or dependent parent, as provided in (b) 70 above, may claim the reimbursement of receipted expenses under the conditions stipulated.

(d) Employees in receipt of STIIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(e) Where leave pursuant to (b) above would be reduced, the Employer may approve airfare payment for the employee in lieu of the ~~\$510~~ **\$551.20** effective **April 1, 2019 2022**, ~~\$520~~ **\$588.41** effective **April 1, 2020 2023**, and ~~\$530~~ **\$606.06** effective **April 1, 2021 2024**, reimbursement, once per calendar year.

(f) For the purposes of this clause, “*child*” includes a child over the age of 18 residing in the employee’s household who is permanently dependent on the employee due to mental or physical impairment.

***20.14 Special Leave**

(a) An employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following;

- (1) Attend wedding of employee's child – one (1) day
- (2) Birth or adoption of the employee's child – two (2) days
- (3) Moving household furniture and effects – one (1) day
- (4) Attend funeral as pall-bearer or mourner - maximum one-half (0.5) day
- (5) Attend their formal hearing to become a Canadian citizen – one (1) day
- (6) Marriage of the employee - three (3) days
- (7) In the case of serious illness or hospitalization of a parent or step-parent of the employee, when no one other than the employee can provide for the needs of the parent or step-parent, and, after notifying their supervisor - two (2) days per calendar year - this may be used in one-half shift increments
- (8) Court appearance for hearing of employee’s child – one (1) day
- (9) Child custody hearing - one (1) day per calendar year; **includes Family Court mediation.**
- (10) Employee or employee’s child is a victim of domestic violence —~~three~~ **five (5)** days per calendar year
- (11) **Serious household or domestic emergency - one (1) day**

(b) Two weeks’ notice is required for leave under (a)(1), (3), (5) and (6).

(c) For the purpose of (a)(1), (3), (4), (5), (7), (8) and (9) leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (3) an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (3) on two occasions within the preceding 12 months.

(e) For the purpose of special leave under (a)(10), the employee may choose to take the leave with pay intermittently up to ~~three~~ **five (5)** days or in one continuous period.

***20.15 Special Leave Limitation**

(a) For leave provided in Clause 20.11 (Household Emergency), 20.12 (Family Illness), 20.13 (Leave for Medical and Dental Care) ~~and~~ 20.14 (Special Leave) **and 20.22 (Supplemental Leave)** the maximum length specified for each circumstance shall not be exceeded; however, a leave may be granted more than once for the same circumstance within a calendar year provided that the total of such leaves do not exceed **seventy (70)** hours per calendar year, unless additional special leave is approved by the Employer.

(b) Regular part-time employees shall be entitled to leave with pay pursuant to Clauses 20.11, 20.12, 20.13, and 20.14 providing the total days on which leave is required does not exceed **ten (10)** working days per year. Pay for such day(s) where leave is required shall be on a pro-rata basis.

Examples:

(i) An employee on a 2:4 shift pattern where the normal shift pattern is 4:2 would be entitled to pay for each working day of special leave required up to **thirty-five (35)** hours per year.

(ii) An employee working four **(4)** hours per day in a unit whose normal shift is seven **(7)** hours per day would be entitled to 4/7 (.571) of a day's pay for each working day of special leave required up to **forty (40)** hours per year.

(iii) An employee who is scheduled to work **ten (10)** seven and one-half hour **(7.5)** days per month would be entitled to pay for each working day of special leave required up to 32.18 (10 x 70/21.75) hours per year.

***20.22 Supplemental Leave**

Effective April 1, 2024, an employee shall be entitled to two (2) days of supplemental leave at their regular rate of pay per calendar year. These days are subject to operational requirements and cannot be attached to other leaves of absence, including vacation and paid statutory holidays. This may be used in one-half shift increments.

ARTICLE 21 - MATERNITY/PARENTAL/ADOPTION LEAVE

***21.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to thirteen weeks prior to the expected date of birth.
- (d) If an employee is absent because they are not able to perform their full duties within the six weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.
- (e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.
- (f) **The parties agree that Clause 1.04 applies.**

***21.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to ~~opt for either standard~~ parental leave of up to ~~37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks~~ without pay.
- (b) Where both parents are employees of the Employer, they shall each qualify for up to ~~37 weeks or 63~~ **consecutive weeks without pay.** ~~of parental leave depending on their choice of either standard parental leave or extended parental leave.~~
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 21.01;
 - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child.

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin: within 78 weeks after the birth of the child(ren) or placement of the adoptive child(ren).

- ~~(i) Within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or~~
- ~~(ii) Within a 78-week period after the week of birth of the child or placement of the adoptive child for employees who choose extended parental leave.~~

Such leave request must be supported by appropriate documentation.

***21.03 Maximum Combined Entitlement**

An employee's combined entitlement to leave pursuant to 21.01 and 21.02 is limited to 78 weeks. ~~52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.~~

21.04 Benefit Waiting Period Allowance

- (a) An employee who qualifies for and takes leave pursuant to 21.01 or 21.02 and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.
- (b) An employee who qualifies for and takes leave pursuant to 21.01 or 21.02 and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

21.05 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.01, shall be paid a maternity 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 the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.06 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.02, shall be paid a parental 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 of application and eligibility to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave allowance, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave allowance, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave allowance between them.

(d) An employee's election of either standard or extended parental leave allowance is irrevocable.

21.07 Pre-Placement Adoption Leave

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

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

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

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

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

***21.08 Benefits Continuation**

(a) For leaves taken pursuant to Clauses 21.01, 21.02, and 21.07, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

~~(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.09 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro-rata basis.~~

***21.09 Deemed-Resignation Notification of Return to Work**

~~An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.01, 21.02, or 21.07 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 – Maternity, Parental and Pre-Adoption Leave or Clause 20.18 or if they do not return to work after having given such advice.~~

Employees who fail to return to work will be subject to the provisions of Article 10.05, Unauthorized Absence.

21.10 Entitlements Upon Return to Work

(a) An employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position within their classification without loss of benefits.

(c) Notwithstanding Clauses 18.01(e) and 18.01(d) vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.01 providing:

- (1) the employee returns to work for a period of not less than six months; and
- (2) the employee has not received parental allowance pursuant to 21.06; and
- (3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 18.01(d) vacation earned pursuant to this Clause may be carried over to the following year or be paid out, at the employee's option.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental Leave and/or Pre-Adoption Leave Allowance Repayment

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Clauses 21.04, 21.05, 21.06 and/or 21.07, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.04, 21.05, 21.06, and/or 21.07 above on a pro-rata basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 21.04, 21.05 and/or 21.06 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

*22.05 Occupational Health and Safety Committees

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

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

- (b) Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and incident/**accident** investigations **or other duties** in accordance with *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR), and shall not suffer any loss of basic pay for the time spent.
- (c) and (d) maintain current language.

***22.10 Strain Injury Prevention**

(a) The Parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illness which are work related.

(b) Local Occupational Health and Safety Committees shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (i) (1) the work methods and practices
- (ii) (2) the layout and condition of the workplace and workstation
- (iii) (3) the characteristics of objects or equipment handled
- (iv) (4) the environmental conditions
- (v) (5) the physical demands of work in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplace or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

***22.11 Occupational First Aid Requirements and Courses**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

Level 3 Occupational First Aid Certificate

Per biweekly period

- ~~\$59.16~~ **\$64.01**.....effective April 1, ~~2019~~**2022**
- ~~\$60.43~~ **\$68.33**.....effective April 1, ~~2020~~**2023**
- ~~\$61.55~~ **\$70.38**.....effective April 1, ~~2021~~**2024**

Level 2 Occupational First Aid Certificate

Per biweekly period

~~\$45.90~~ **\$49.65**.....effective April 1, 2019 **2022**

~~\$46.82~~ **\$53.00**.....effective April 1, 2020 **2023**

~~\$47.74~~ **\$54.59**.....effective April 1, 2021 **2024**

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to **ten (10)** days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of **ten (10)** work days in any month, they shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the ~~WCB~~ **WorkSafeBC, Workers Compensation Act, Occupational Health and Safety Regulation** to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), a Union representative at the worksite will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may.

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.01 (**Postings**).

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the ~~WCB~~ **WorkSafeBC, Workers Compensation Act, Occupational Health and Safety** ~~r~~**Regulations** to undertake Occupational First Aid training in order to obtain a Certificate.

***22.12 Violence in The Workplace**

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

- (a) The Employer will conduct regular risk assessments in accordance with the *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR).
- (b) Should the Union notify the Employer of its concern for the safety of any worksite due to the potential of violence, the Employer will conduct a timely risk assessment to determine whether there is a risk of injury to employees.
- (c) Where a risk of injury is identified from a violence risk assessment, the Employer will, in consultation with the Union, establish on a timely basis, policies, procedures and work environment arrangements to eliminate, or if that is not possible, to minimize the risk to employees. Such initiatives shall include:
 - (1) training of employees in the means for the recognition and reporting of the potential for violence and in the appropriate means of protecting themselves from violence;
 - (2) policies, procedures, documentation and work environment measures to minimize or control the risk to employees from violence including policies and procedures for protection of employees who may be required to work alone, and this information will be made available to staff;
 - (3) policies and procedures for the reporting and investigation of incidents/**accidents** and corrective action in accordance with the *Workers' Compensation Act* and Occupational Health and Safety Regulation (OHSR).
- (d) Subject to statutory limitation, employees shall be informed concerning the potential for violence from a client, a person in care or custody, or another member of the public, where such a person is known to have a history of violence.
- (e) Where there is a risk of verbal abuse from a client, a person in care or custody or another member of the public, appropriate measures to protect employees shall be implemented.
- (f) When an employee has suffered as a result of violence, the ~~chief steward~~ **Labour Relations Officer** or designate of the BCNU shall be notified as soon as is reasonably possible.
- (g) Each Employer shall designate an appropriate senior representative responsible for the development and support of crisis response teams for employees impacted by workplace violence. Critical incident ~~stress defusing~~ **support** shall be immediately provided to employees who have suffered a work-related, traumatic incident Critical incident stress debriefing and appropriate support

shall be made available for all employees who have suffered as a result of the violence. Appropriate resources will be made available as soon as possible following the incident. Leave required to attend such defusing, debriefing or support sessions will be without loss of pay.

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

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

***22.14 Working Alone or in Isolation**

(a) Where employees are required to work alone or in isolation, they shall be supplied with an effective communications device, including but not limited to, radio satellite, cellular or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

***22.16 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

***22.17 Skin Protection from Ultraviolet Radiation**

The Local Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

LETTER – Tied to Article 25 – Health and Welfare

Note: Information Purposes Only: Not To Be Included in the Collective Agreement

July 8, 2024

AMENDED July 12, 2024

Adriane Gear
President
BC Nurses Union (BCNU)

Dear Ms. Gear:

Re: Information Notice of Changes to Benefits and Allowances

On October 17, 2022, the BC General Employees Union's (BCGEU) Main Collective Agreement was ratified and resulted in changes to the health and welfare benefits for a majority of the public service. The Employer will, pursuant to Article 25.02 of the BCNU collective agreement, also be implementing these changes for members of the BCNU bargaining unit.

Listed below is a summary of the changes and their effective dates.

Health and Welfare Benefits:

(1) Counselling Services

- Effective January 1, 2023, increase the annual combined maximum for counselling services under the extended health plan from \$500 per family to \$750 per person. The combined maximum includes registered psychologists, registered clinical counsellors and recognized social workers.

(2) Diabetic Supplies

- Effective January 1, 2023, add Continuous Glucose Monitors (CGMs) and sensors.

(3) Reimbursement

- Effective January 1, 2023, reimbursement formula of 80% coverage for the first \$2,000 (currently \$1,500) paid for a person in a calendar year. Any claims paid beyond the \$2,000 will be covered at 100%.

(4) Annual Deductible

- Effective January 1, 2023, increase annual deductible from \$90 to \$100.

Regards,
Korina K.H. Tsui
Executive Director, Labour Relations and Total Compensation BCPSA

ARTICLE 27 - PAYMENT OF SALARIES AND ALLOWANCES

***27.01 Salaries**

- (a) The salaries shall be in accordance with those rates negotiated by the parties and recorded in Appendix 5 Wage Schedules of this Agreement.
- (b) Former employees who were employed on the effective date of a salary or allowance increase shall receive full retroactivity upon written request to their payroll office.
- (c) Increase rates of pay for classifications listed in Appendix 5 Wage Schedules on the following dates:

Date	Percentage Increase
April 1, 2022	Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% general wage increase (GWI).
April 1, 2023	Increase all rates of pay by a 6.75%(GWI). (Note: Year 2 GWI is based on recognition of a (COLA) amount of 1.25% in addition to a 5.5% wage increase)
April 1, 2024	Increase all rates of pay by a 3% GWI. (Note: Year 3 GWI is based on recognition of a COLA amount of 1% in addition to a 2% wage increase)

Interim Permit Nurses:

Date	Percentage Increase
01 April 2019	2.0%
01 April 2020	3.27%
01 April 2021	2.0%

Hospital and Community Service Component Employees:

Date	Percentage Increase
01 April 2019	2%
01 April 2020	2%
01 April 2021	2%

***27.03 Increment Dates**

- (a) The increment date for a full-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period (12) 18 months after the employee’s date of appointment. ~~Effective September 3, 2017, the increment date will be the first day of the pay period 12 months after the employee’s date of appointment.~~
- (b) The increment date for a part-time employee receiving an appointment (initial employment, reclassification, promotion, demotion as the case may be) will be the first day of the pay period after

the completion of ~~2614.5~~ 1736 hours after their date of appointment or date they received their previous increment. ~~Effective September 3, 2017, the increment date will be the first day of the pay period after the completion of 1743 hours after their date of appointment or date they received their previous increment.~~ Regular working hours are defined as non-overtime hours.

(c) For the purpose of 27.03(a) and (b), up to 875 regular working hours paid as an Interim Permit Nurse will count towards the completion of ~~2614.5 (1743 hours effective September 3, 2017)~~ 1736 regular working hours required for an increment at the Nurse 4 level, provided the 875 hours are also worked with the Employer.

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

***27.08 Temporary Substitution**

(a) Employees who are designated to accept the principal responsibilities of a higher paying position shall receive substitution pay corresponding to the step of the level of the position being substituted to that is nearest to eight percent (8%) above the employee's current salary or the minimum of the level being substituted to, whichever is greater, but not more than the top of the salary range of the position being substituted to.

(b) Should the Employer decide to fill a temporarily vacant, higher paying position, designation shall be made according to classification seniority within the unit or sub-unit always provided the designated employee is able or is reasonably anticipated to be able to perform the duties of the higher paying position in a satisfactory and efficient manner.

(c) (1) Where an employee has temporarily assumed the responsibilities of a higher paying position as described above, either by designation or at the request or with the consent of the Employer for a shift or longer, the employee shall be considered as designated as a temporary substitute and shall be paid as such from and including the first such shift of assumption of responsibilities.

(2) An employee shall receive the substitution rate of pay for a designated paid holiday, and for leave under Clauses 20.01 (Bereavement Leave) and 20.14 (Special Leave) if they have worked ~~the majority of the 60 work days~~ in a higher paid position than their regular position for a majority of their regular scheduled hours in the four pay periods preceding the holiday or leave at the substitution rate of pay.

(d) Subject to (e) below, substitution pay is not payable when an employee's current position normally requires periodic substitution in the higher position as defined in the classification grade descriptors.

(e) Where the classification grade descriptors requires periodic substitution;

- (1) substitution pay shall not be payable for periods of substitution of 16 consecutive shifts or less in the higher position;
- (2) substitution in excess of the 16 consecutive shifts shall be payable from the commencement of the first shift of substitution;
- (3) substitution is not payable for any period of substitution during vacation relief in the higher position.

(f) An employee who is temporarily detailed to carry out the duties incidental to a position which is lower paid than the position which they normally hold shall be paid their normal salary.

(g) Employees substituting in excluded positions shall retain the advantages and be bound by the terms and conditions of employment as provided in this Agreement; subject, however, that they will be required to carry out all the functions and duties of the excluded positions.

(h) The Employer will send to the Union a list (and subsequent amendments) of persons with the authority to designate employees to substitute.

***27.10 Vehicle Allowance**

(a) Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover the distance to and from the employee's place of residence up to a total maximum of 32 kilometers, only when the employee is required to have their vehicle at work for use in the performance of their duties.

The vehicle allowance shall be ~~55¢ 57¢~~ per km, effective April 1, ~~2019~~**22**; **61¢ per km, effective April 1, 2023**; and **63¢ per km, effective April 1, 2024**.

(b) Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of effective April 1, 2019**22** - \$612 **661.44**; effective April 1, 20**20**23 - \$624 **706.08**; and effective April 1, 20**21**24 - \$636 **727.27**.

***27.11 Meal Allowance**

Employees on travel status away from their headquarters shall be entitled to meal allowance for the time spent away from headquarters.

(a)

	Effective April 1, 2019	2022
Meal	Allowance	Allowance
Breakfast	\$12.25	\$13.26
Lunch	\$14.25	\$15.34
Dinner	\$24.50	\$26.52

(b)

	Effective April 1, 2020	2023
Meal	Allowance	Allowance
Breakfast	\$12.50	\$14.16
Lunch	\$14.50	\$16.38
Dinner	\$25.00	\$28.31

(c)

	Effective April 1, 2021	2024
Meal	Allowance	Allowance
Breakfast	\$12.75	\$14.58
Lunch	\$14.75	\$16.87
Dinner	\$25.50	\$29.16

***27.13 Accommodation, Board and Lodging Allowance**

(a) Accommodation, board and lodging allowance for employees required to work away from their headquarters shall be paid in accordance with regulations pursuant to the Treasury Board Order respecting Board and Lodging and Relocation Expenses.

(b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five-minute telephone call home, to or within British Columbia, for each night away.

(c) Employees on travel status who stay in non-commercial lodging shall be entitled to claim ~~\$32.28 (effective April 1, 2019) and \$32.93 (effective April 1, 2020) and \$33.59 (effective April 1, 2022)~~ **\$34.93, (effective April 1, 2023) \$37.29, (effective April 1, 2024) \$38.41**, per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

***27.19 Child Care Expenses**

(a) Where an employee is requested or required by the Employer to attend:

(1) Employer endorsed education, training and career development activities, or

(2) Employer sponsored, which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to ~~seventy (\$70) \$60~~ **dollars** per day upon production of a receipt

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$30 per day upon production of a receipt. This reimbursement shall not exceed **fifteen (15)** days per calendar year.

(c) Reimbursement in (a) or (b) shall only apply where no one else at the employee’s home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

ARTICLE 29 - AUXILIARY EMPLOYEES

***29.07 Health and Welfare**

(a) In lieu of health and welfare benefits, auxiliary employees shall receive compensation of:

Date	Rate per hour	Max biweekly
April 1, 2019	75¢	\$52.50
April 1, 2020	77¢	\$53.90
April 1, 2021	79¢	\$55.30

Date	Rate per hour	Max biweekly
April 1, 2022	82¢	\$57.40
April 1, 2023	88¢	\$61.60
April 1, 2024	91¢	\$63.70

***29.12 Weekly Indemnity**

(a) Auxiliary employees who have completed ninety (90) consecutive days of employment, and who are not eligible for benefits pursuant to clause 29.10 – Eligibility Requirements for Benefits, shall be entitled to up to five (5) days of paid illness and injury leave.

(a) (b) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of **fifteen (15) weeks** at 60% of the auxiliary employee’s normal average earnings. Normal average earnings are calculated by averaging the total of the straight time compensation and the compensation paid in accordance with Clause 29.07(a) in the six most recent bi-weekly pay periods in which earnings occurred. **The period of weekly indemnity benefits up to a maximum of fifteen (15) weeks will be reduced by the period of any leave taken under (a) above respecting each case of illness.**

(b) (c) The benefit waiting period in each case of illness will be **seven (7) calendar days**. This means that benefits will be paid from the **eighth (8th) day of illness**. **Leave taken under (a) above is not subject to the benefit waiting period.**

(e) (d) Subject to (c) above, full benefits will be reinstated:

- (1) in the case of a new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates **one hundred-fifty** (150) more hours;
 - (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates **four hundred** (400) more hours.
- (d) (e) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is **fifteen** (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (e) (f) The benefits described in this Clause shall not be available to an employee whose illness, injury or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
 - (2) whose illness is occupational and is covered by Workers' Compensation;
 - (3) whose illness is intentionally self-inflicted;
 - (4) whose illness results from service in the Armed Forces;
 - (5) whose illness results from riots, wars or participation in disorderly conduct;
 - (6) who is ill during a period of paid vacation;
 - (7) whose illness is sustained while they are committing a criminal offence;
 - (8) who is engaged in an employment for wage or profit;
 - (9) who is ill during a strike or lockout at the place they were employed if that illness commenced during the strike or lockout;
 - (10) who is serving a prison sentence;
 - (11) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because they are not in Canada;
 - (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

(f) (g) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

***29.13 Increments**

Employees will receive an increase to the next step within their salary scale after they complete ~~2614.5~~ **1736 (Effective October 1, 2023)** non-overtime working hours (~~effective September 3, 2017—1743 hours~~) from the date on which they qualified to receive their last increment; or from the date they commenced employment, whichever is the later.

ARTICLE 31 – TERM OF AGREEMENT

***31.01 Expiration of Agreement**

This Agreement covers the period from and including April 1, 2019~~22~~ to and including midnight, March 31, 2022~~25~~. All terms and conditions of this Agreement shall remain in full force and effect after March 31, 2022~~25~~ until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

***31.02 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2022~~25~~, but in any event not later than midnight January 31, 2022~~25~~.

(b) Where no notice is given by either party prior to January 31, 2022~~25~~, Clause 31.03 of this Article applies, as if notice has been given.

***31.03 Commencement of Bargaining**

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

31.04 Changes in Agreement

No change

***31.05 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect on ~~the date of signing of the Master Agreement,~~ **April 1, 2022**, except where otherwise specified.

ARTICLE 32 -TECHNOLOGICAL CHANGE

32.01

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.**
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.**
- (c) In light of this mutual recognition, the parties have agreed to the following:**

32.02

- (a) For, the purpose of technological change as defined in Section 1 of the Public Service Labour Relations Act, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.**
- (b) Upon receipt of a notice of technological change pursuant to Clause 32.02(a) the Union and Employer shall meet to consult on the impact of the proposed change.**
- (c) The written notice identified in Clause 32.02(a) will provide the following information:**
 - 1. the nature of the change(s);**
 - 2. the anticipated date(s) on which the Employer plans to effect change(s);**
 - 3. the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.**
- (d) Where notice of technological change has been given pursuant to Clause 32.02(a):**
 - 1. Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13 - Layoff and Recall.**
 - 2. To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Ministry will endeavor to utilize normal turnover of employees within the Ministry geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.**
 - 3. When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 - Layoff and Recall or Article 29 - Auxiliary Employees, as appropriate.**

32.03

For the purposes of this article, “Technological Change” shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

32.04

Notwithstanding Clause 32.02(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

32.05

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in the Public Service Labour Relations Act and provided for in Clause 32.02(a). Accordingly, the parties agree to meet to exchange information with respect to such changes at the request of either party.

APPENDIX

***APPENDIX 3**

SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY PLAN

Part I – Short Term Illness and Injury Plan

***1.01 Eligibility and Entitlement**

(a) All employees (auxiliary or regular) who have been employed for ninety (90) consecutive days of employment shall be entitled to up to five (5) days of paid illness or injury leave.

(b) Additional Short Term Illness and Injury Plan Benefits may follow provided the employee has met all the eligibility and entitlement requirements under (c) to (i). The STIIP benefit periods that follow in (c), (d), (e) and (i) will be adjusted to be inclusive of any periods of leave taken under (a).

(a) **(c)** Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six **(6)** months of active service with the Employer.

(b) **(d)** Regular employees with less than six **(6)** months of service who are unable to work because of illness or injury are entitled to six **(6)** days coverage at **seventy-five** (75%) pay in any one calendar year.

(c) **(e)** Regular employees with three months but less than six months of service will be entitled to **fifteen** 15 weeks (**seventy-five** (75) work days) of coverage, consisting of the above six **(6)** days,

or what remains of the six days entitlement, at **seventy-five (75%)** pay, and the remainder of the **fifteen (15)** weeks at two-thirds (**2/3**) of pay, not to exceed the EIC maximum weekly sickness benefit.

~~(d)~~ **(f)** (1) Notwithstanding ~~(a), (b) and (c)~~ (d), and (e) above, where a regular employee is on a claim recognized by WorkSafeBC while the employee was on the Employer's business, they shall be entitled, to leave with pay up to **one-hundred thirty (130)** days for any one claim in lieu of benefits as outlined in Section 1.02. Such leave period will run concurrent with the related STIIP period.

(2) Employer and employee contributions and deductions for pension contributions and Employment Insurance during the period of absence will comply with statutory requirements.

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated WorkSafeBC, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by WorkSafeBC shall be remitted to the Employer.

~~(e)~~ **(g)** Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

~~(f)~~ **(h)** For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a pro-rated basis.

~~(g)~~ **(i)** The maximum six-month period identified in Appendix 3, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits pursuant to the Master Agreement, Article 29.10.

***1.02 Short Term Plan Benefit**

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of **seventy-five (75%)** of pay for a period not to exceed six months from date of absence, (Short Term Plan Period). **The Short-Term Plan Period of six (6) months is inclusive of leave under Appendix 3, Part 1, 1.01 (a).**

(b) The **seventy-five (75%)** benefit may be supplemented, at the employee's option, at the rate of **twenty-five (25%)** of actual duration of absence due to illness or injury by the use of the following in descending order:

(1) Accumulated sick leave credit under the old sick leave plan;

- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Earned vacation entitlement;
- (5) Unearned vacation entitlement to a maximum of seventy (70) hours.

***1.03 Recurring Disabilities**

(a) ~~Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work~~ **twenty-one (21) calendar days** again become unable to work because of ~~the same~~ illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a). ~~STIP is considered to be one continuous leave if the employee has been off for the same illness/injury without returning to work for 15 consecutive scheduled work days before taking another day for the same illness or injury.~~

~~(b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled days of work again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this plan.~~

(e) ~~(b)~~ Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work **twenty-one (21) calendar days**, again become unable to work because of the same illness or injury will be entitled to a further six **(6)** month period of benefits under this plan, except as provided in (d) below.

~~(d)~~ **(c)** Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.02(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) **(d)** Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond six calendar months from the initial date of absence as defined in Section 1.02(a), if absence is due to the same illness or injury.

~~(f) Scheduled days of work, as noted in (a), (b) & (c) above, shall mean days where the employee is actually at work.~~

***1.04 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above; or
- (d) a nurse practitioner qualified to practice in the province of B.C.,**

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where the employee has been absent for six **(6)** consecutive scheduled days of work;
- (2) on the **third** (3rd) (or more) separate absence occurring in a six **(6)** - month period which may indicate a pattern of concern;
- (3) where at least **thirty** (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period and there is a reason to believe the employee's prognosis has changed.

With the exception of the STO2 and doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for **fifty percent** (50%) of the cost of the medical assessment. Effective April 1, 2020, the employee will be reimbursed, upon production of receipt, for **fifty percent** (50%) of the cost of all of the medical certificates referenced above.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.05 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ day accumulation that is being used to supplement the plan, pursuant to Section 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.01(d);

- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.06 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;

- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work.

- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.07 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.08 EIC Premium

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

***1.09 Benefits Upon Layoff or Separation**

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.01(~~e~~) (**e**), 1.01(~~d~~) (**f**), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six month period identified in Appendix 3, Part 1 shall be a maximum seven month period for auxiliary employees who qualify for benefits pursuant to Master Agreement 29.10.

Part II – Long Term Disability Plan

2.01 Eligibility

(a) (1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.

Employees must submit their LTD Plan application within four weeks following the end of the STIIP period. An employee who fails to submit their application for LTD benefits within four weeks of the end of the STIIP period will be presumed to have abandoned their claim for LTD benefits. An employee shall be afforded the opportunity to rebut such presumption to the Plan Administrator and demonstrate that there were reasonable grounds for not having applied for LTD benefits within the prescribed time period.

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 29.10.

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

***2.02 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Sections 1.03(a) and ~~(e)~~ **(b)**, they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.06 will not apply.

(b) Effective April 1, 2019, when an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) **Seventy percent** (70%) of the first \$2700 of monthly earnings; and

(2) **Fifty percent** (50%) of the monthly earnings above \$2700.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

As of April 1, 2022 annual increases to (b)(1) will be calculated by applying a percentage increase equivalent to the annual percentage general wage increase for all employees under the collective agreement. It is understood that the adjustment in (b)(1) will only apply to new claims to set the benefit amount to be paid at the beginning of each LTD claim and into the future and that Appendix 3, 2.18 Benefit level will not also apply at the time the benefit level is set.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six **(6)** month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six **(6)** month period.

(c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age **sixty-five (65)**, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees also remain eligible for Article 27.15 -Retirement Allowance provided the employee has completed **twenty (20)** years of service prior to receipt of long term disability benefits and they otherwise meet the requirements of Article 27.15. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within nine months following cessation of benefits. A temporary assignment or auxiliary appointment will not disqualify an employee from the nine month access period.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that pension contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

(g) Where (f) above applies, employees shall be entitled to up to five (5) days of paid illness or injury leave, in each calendar year.

2.03 Total Disability

(a) Total disability, as used in this Plan, means the complete inability, because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.07 at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75 per cent of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, where they are unable to perform the principal duties of their previous classification, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(2) If an employee is able to perform the principal duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from this Plan, up to 100% of their earnings at the date of disability or the position's current rate of pay, whichever is greater.

"Rehabilitative employment" shall mean any occupation or employment for wage 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 Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings if the monthly earnings are in excess of \$200 per month.

(3) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) and (2) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

(4) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.02(a), the provisions of Section 2.03(c)(1) shall not apply until the employee is receiving a benefit under Section 2.02(b).

***2.04 Exclusions from Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation.;

2.05 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an illness or injury with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned illness or injury with respect to which medical treatment, services or supplies were received. This Clause does not apply to present employees who have been continuously employed for a period of five years immediately preceding this claim.

2.06 Integration With Other Disability Income

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 Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and

- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law; and
- (d) 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 if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally 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 will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay, subject to the following:

- (1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

***2.07 Successive Disabilities**

- (a) If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis 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 in accordance with the provisions of this Plan.
- (b) In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and 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 in accordance with the provisions of this Plan as though they had not returned to work.
- (c) 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 month,~~ the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. ~~If the period during which the employee returned to work is one 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 in accordance with the provisions of this Plan.~~
- (d) Limitation of benefits for successive disabilities in (b) and (c) above must be determined within one **(1)** year from the date of absence due to successive disability.

2.08 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their 65th birthday (60th birthday for correctional centre employees);
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.09 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period

will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long Term Disability 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 this Plan prior to its termination.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

(a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60 day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60 day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without

pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts") are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose illness or injury is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

Part III - Rehabilitation Committee

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

- (a) The Committee shall consist of five members, two appointed by the Employer, two appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to assist in the administration of the Committee.
 - (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 3, Part III - Rehabilitation.
 - (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
 - (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Deputy Minister of the BC Public Service Agency.
 - (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
 - (f) The Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.
 - (g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.
- (2) In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:
- (a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.03(a) of the Long Term Disability Plan.
 - (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application to the Rehabilitation Committee.
An employee who fails to:
 - (1) sign the application form;
 - (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process;

(3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

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

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

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

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;

(4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Ministry to return the incapacitated employee to work considering the following accommodations:

(i) modification of the duties of the employee's job;

(ii) flexibility in scheduling hours of work within existing hours of operation;

(iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 of the Master Agreement excluding displacement options pursuant to Clause 13.09.

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

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either Party to the Rehabilitation Committee while on STIIP. In such cases, Part III (c), and (d) will apply.

(f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury.

Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3.

(g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

***Updating Public Service Nurse Classification Plan and Salary Grid**

The employer will create new grids 4A and 6 in Community Services and Hospital Services Components. New corresponding Levels 4A and 6 will be created in the Public Service Nurse Classification Plan.

Effective March 23, 2025, amend the Public Service Nurse Classification Plan as follows:

- 1. All Nurse 5 position classifications under the Public Service Nurse Classification Plan will increase to Nurse 6.**
- 2. All Nurse 4 position classifications under the Public Service Nurse Classification Plan will increase to Nurse 4A.**

APPENDIX 5

~~SEVENTEENTH~~ EIGHTEENTH NURSES MASTER MAIN WAGE SCHEDULES

A) The classification, grid level and corresponding Grade Descriptor **effective March 23, 2025** are as follows:

Classification	Grid Level	Grade Descriptors
<u>44A</u>	<u>44A</u>	Direct Care Giver Program Officer
<u>56</u>	<u>56</u>	First Line Supervisor
7	7	Case Manager Nurse Clinician Supervisor (small scope) Program Coordinator
8	8	Assistant Team Lead
9	9	Supervisor (large scope) Supervisor (sole charge) Senior Program Coordinator Senior Nursing Authority in a Facility

B) The salary schedules for a Nurse 4A and a Nurse 6 effective March 23, 2025:

The Salary Schedule is based on ten steps with 12-month intervals and an additional step 12 after 12 months at step 11 and 15 years of service.*

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

<u>4A</u>	<u>2</u>	<u>78,307.91</u>	<u>6,525.66</u>	<u>3,001.53</u>	<u>42.8791</u>
	<u>3</u>	<u>81,029.07</u>	<u>6,752.42</u>	<u>3,105.84</u>	<u>44.3691</u>
	<u>4</u>	<u>83,846.82</u>	<u>6,987.23</u>	<u>3,213.84</u>	<u>45.9120</u>
	<u>5</u>	<u>86,762.51</u>	<u>7,230.21</u>	<u>3,325.60</u>	<u>47.5085</u>
	<u>6</u>	<u>89,779.69</u>	<u>7,481.64</u>	<u>3,441.25</u>	<u>49.1607</u>
	<u>7</u>	<u>92,903.23</u>	<u>7,741.94</u>	<u>3,560.97</u>	<u>50.8710</u>
	<u>8</u>	<u>96,136.38</u>	<u>8,011.36</u>	<u>3,684.90</u>	<u>52.6414</u>
	<u>9</u>	<u>99,161.69</u>	<u>8,263.47</u>	<u>3,800.86</u>	<u>54.2980</u>
	<u>10</u>	<u>102,613.27</u>	<u>8,551.11</u>	<u>3,933.16</u>	<u>56.1879</u>
	<u>11</u>	<u>105,178.60</u>	<u>8,764.88</u>	<u>4,031.48</u>	<u>57.5926</u>
	<u>12</u>	<u>107,808.06</u>	<u>8,984.01</u>	<u>4,132.27</u>	<u>59.0324</u>

<u>6</u>	<u>2</u>	<u>81,977.51</u>	<u>6,831.46</u>	<u>3,142.19</u>	<u>44.8884</u>
	<u>3</u>	<u>84,827.83</u>	<u>7,068.99</u>	<u>3,251.44</u>	<u>46.4492</u>
	<u>4</u>	<u>87,778.17</u>	<u>7,314.85</u>	<u>3,364.53</u>	<u>48.0647</u>
	<u>5</u>	<u>90,832.36</u>	<u>7,569.36</u>	<u>3,481.59</u>	<u>49.7371</u>
	<u>6</u>	<u>93,992.77</u>	<u>7,832.73</u>	<u>3,602.73</u>	<u>51.4676</u>
	<u>7</u>	<u>97,263.81</u>	<u>8,105.32</u>	<u>3,728.11</u>	<u>53.2587</u>
	<u>8</u>	<u>100,649.61</u>	<u>8,387.47</u>	<u>3,857.89</u>	<u>55.1127</u>
	<u>9</u>	<u>103,817.39</u>	<u>8,651.45</u>	<u>3,979.31</u>	<u>56.8473</u>
	<u>10</u>	<u>107,432.44</u>	<u>8,952.70</u>	<u>4,117.87</u>	<u>58.8268</u>
	<u>11</u>	<u>110,118.25</u>	<u>9,176.52</u>	<u>4,220.82</u>	<u>60.2974</u>
	<u>12</u>	<u>113,972.39</u>	<u>9,497.70</u>	<u>4,368.55</u>	<u>62.4078</u>

*Years of service as determined in article 18.01.

***APPENDIX 5**

EFFECTIVE ~~APRIL 14, 2019~~ APRIL 10, 2022

(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)

(e) Effective April 14, 2019 there will be a 2% increase to all grids and steps on the salary schedule.

The Salary Schedule is based on nine steps with 12-month intervals.

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
<u>Interim Permit</u>	<u>1</u>	<u>66,166.12</u>	<u>5,513.84</u>	<u>2,536.14</u>	<u>36.2306</u>
<u>4</u>	<u>2</u>	<u>68,480.50</u>	<u>5,706.71</u>	<u>2,624.85</u>	<u>37.4979</u>
	<u>3</u>	<u>70,860.37</u>	<u>5,905.03</u>	<u>2,716.07</u>	<u>38.8010</u>
	<u>4</u>	<u>73,324.24</u>	<u>6,110.35</u>	<u>2,810.51</u>	<u>40.1501</u>
	<u>5</u>	<u>75,873.95</u>	<u>6,322.83</u>	<u>2,908.24</u>	<u>41.5463</u>
	<u>6</u>	<u>78,512.62</u>	<u>6,542.72</u>	<u>3,009.38</u>	<u>42.9911</u>
	<u>7</u>	<u>81,244.17</u>	<u>6,770.35</u>	<u>3,114.08</u>	<u>44.4869</u>
	<u>8</u>	<u>84,071.46</u>	<u>7,005.96</u>	<u>3,222.45</u>	<u>46.0350</u>
	<u>9</u>	<u>86,717.18</u>	<u>7,226.43</u>	<u>3,323.86</u>	<u>47.4837</u>
	<u>10</u>	<u>89,735.71</u>	<u>7,477.98</u>	<u>3,439.56</u>	<u>49.1366</u>
<u>5</u>	<u>2</u>	<u>72,491.21</u>	<u>6,040.93</u>	<u>2,778.58</u>	<u>39.6940</u>
	<u>3</u>	<u>75,011.69</u>	<u>6,250.97</u>	<u>2,875.19</u>	<u>41.0741</u>
	<u>4</u>	<u>77,620.62</u>	<u>6,468.39</u>	<u>2,975.19</u>	<u>42.5027</u>
	<u>5</u>	<u>80,321.39</u>	<u>6,693.45</u>	<u>3,078.71</u>	<u>43.9816</u>
	<u>6</u>	<u>83,116.07</u>	<u>6,926.34</u>	<u>3,185.83</u>	<u>45.5119</u>
	<u>7</u>	<u>86,008.60</u>	<u>7,167.38</u>	<u>3,296.70</u>	<u>47.0957</u>
	<u>8</u>	<u>89,002.60</u>	<u>7,416.88</u>	<u>3,411.46</u>	<u>48.7351</u>
	<u>9</u>	<u>91,803.81</u>	<u>7,650.32</u>	<u>3,518.83</u>	<u>50.2690</u>
	<u>10</u>	<u>95,000.53</u>	<u>7,916.71</u>	<u>3,641.36</u>	<u>52.0194</u>
<u>7</u>	<u>2</u>	<u>76,739.59</u>	<u>6,394.97</u>	<u>2,941.42</u>	<u>42.0203</u>
	<u>3</u>	<u>79,409.05</u>	<u>6,617.42</u>	<u>3,043.74</u>	<u>43.4820</u>
	<u>4</u>	<u>82,172.16</u>	<u>6,847.68</u>	<u>3,149.65</u>	<u>44.9950</u>
	<u>5</u>	<u>85,031.55</u>	<u>7,085.96</u>	<u>3,259.25</u>	<u>46.5607</u>
	<u>6</u>	<u>87,990.86</u>	<u>7,332.57</u>	<u>3,372.68</u>	<u>48.1811</u>
	<u>7</u>	<u>91,054.27</u>	<u>7,587.86</u>	<u>3,490.10</u>	<u>49.8586</u>
	<u>8</u>	<u>94,224.38</u>	<u>7,852.03</u>	<u>3,611.61</u>	<u>51.5944</u>
	<u>9</u>	<u>97,191.77</u>	<u>8,099.31</u>	<u>3,725.35</u>	<u>53.2193</u>
	<u>10</u>	<u>100,577.12</u>	<u>8,381.43</u>	<u>3,855.11</u>	<u>55.0730</u>
<u>8</u>	<u>2</u>	<u>78,988.75</u>	<u>6,582.40</u>	<u>3,027.63</u>	<u>43.2519</u>

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

	<u>3</u>	<u>81,736.47</u>	<u>6,811.37</u>	<u>3,132.95</u>	<u>44.7564</u>
	<u>4</u>	<u>84,580.73</u>	<u>7,048.39</u>	<u>3,241.97</u>	<u>46.3139</u>
	<u>5</u>	<u>87,524.38</u>	<u>7,293.70</u>	<u>3,354.80</u>	<u>47.9257</u>
	<u>6</u>	<u>90,571.09</u>	<u>7,547.59</u>	<u>3,471.58</u>	<u>49.5940</u>
	<u>7</u>	<u>93,725.03</u>	<u>7,810.42</u>	<u>3,592.47</u>	<u>51.3210</u>
	<u>8</u>	<u>96,988.80</u>	<u>8,082.40</u>	<u>3,717.57</u>	<u>53.1081</u>
	<u>9</u>	<u>100,043.86</u>	<u>8,336.99</u>	<u>3,834.67</u>	<u>54.7810</u>
	<u>10</u>	<u>103,528.86</u>	<u>8,627.41</u>	<u>3,968.25</u>	<u>56.6893</u>
<u>9</u>	<u>2</u>	<u>81,237.91</u>	<u>6,769.83</u>	<u>3,113.84</u>	<u>44.4834</u>
	<u>3</u>	<u>84,064.68</u>	<u>7,005.39</u>	<u>3,222.19</u>	<u>46.0313</u>
	<u>4</u>	<u>86,990.60</u>	<u>7,249.22</u>	<u>3,334.34</u>	<u>47.6334</u>
	<u>5</u>	<u>90,019.04</u>	<u>7,501.59</u>	<u>3,450.42</u>	<u>49.2917</u>
	<u>6</u>	<u>93,153.15</u>	<u>7,762.76</u>	<u>3,570.55</u>	<u>51.0079</u>
	<u>7</u>	<u>96,396.83</u>	<u>8,033.07</u>	<u>3,694.88</u>	<u>52.7840</u>
	<u>8</u>	<u>99,754.53</u>	<u>8,312.88</u>	<u>3,823.58</u>	<u>54.6226</u>
	<u>9</u>	<u>102,896.72</u>	<u>8,574.73</u>	<u>3,944.02</u>	<u>56.3431</u>
	<u>10</u>	<u>106,481.39</u>	<u>8,873.45</u>	<u>4,081.42</u>	<u>58.3060</u>

***APPENDIX 5**

EFFECTIVE ~~APRIL 12, 2020~~ APRIL 9, 2023

(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)

~~(f) Effective April 12, 2020 there will be a 2% increase to all grids and steps of the salary schedule, except for Interim Permit Nurses, which will receive a 3.27% increase.~~

Note: Step 1 of all classification grids are eliminated effective the first pay period after April 1, 2020.

The Salary Schedule is based on nine steps with 12-month intervals.

<u>Grid Level</u>	<u>Step</u>	<u>Annual</u>	<u>Monthly</u>	<u>Bi-weekly</u>	<u>Hourly</u>
<u>Interim Permit</u>	<u>1</u>	<u>70,632.34</u>	<u>5,886.03</u>	<u>2,707.33</u>	<u>38.6761</u>
<u>4</u>	<u>2</u>	<u>73,103.00</u>	<u>6,091.92</u>	<u>2,802.03</u>	<u>40.0290</u>
	<u>3</u>	<u>75,643.32</u>	<u>6,303.61</u>	<u>2,899.40</u>	<u>41.4200</u>
	<u>4</u>	<u>78,273.64</u>	<u>6,522.80</u>	<u>3,000.22</u>	<u>42.8603</u>
	<u>5</u>	<u>80,995.54</u>	<u>6,749.63</u>	<u>3,104.55</u>	<u>44.3507</u>
	<u>6</u>	<u>83,812.14</u>	<u>6,984.35</u>	<u>3,212.51</u>	<u>45.8930</u>
	<u>7</u>	<u>86,728.14</u>	<u>7,227.35</u>	<u>3,324.28</u>	<u>47.4897</u>
	<u>8</u>	<u>89,746.41</u>	<u>7,478.87</u>	<u>3,439.97</u>	<u>49.1424</u>
	<u>9</u>	<u>92,570.58</u>	<u>7,714.22</u>	<u>3,548.22</u>	<u>50.6889</u>
	<u>10</u>	<u>95,792.87</u>	<u>7,982.74</u>	<u>3,671.73</u>	<u>52.4533</u>

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

<u>5</u>	<u>2</u>	<u>77,384.26</u>	<u>6,448.69</u>	<u>2,966.13</u>	<u>42.3733</u>
	<u>3</u>	<u>80,075.11</u>	<u>6,672.93</u>	<u>3,069.27</u>	<u>43.8467</u>
	<u>4</u>	<u>82,860.14</u>	<u>6,905.01</u>	<u>3,176.02</u>	<u>45.3717</u>
	<u>5</u>	<u>85,743.01</u>	<u>7,145.25</u>	<u>3,286.52</u>	<u>46.9503</u>
	<u>6</u>	<u>88,726.32</u>	<u>7,393.86</u>	<u>3,400.87</u>	<u>48.5839</u>
	<u>7</u>	<u>91,814.25</u>	<u>7,651.19</u>	<u>3,519.23</u>	<u>50.2747</u>
	<u>8</u>	<u>95,010.19</u>	<u>7,917.52</u>	<u>3,641.73</u>	<u>52.0247</u>
	<u>9</u>	<u>98,000.54</u>	<u>8,166.71</u>	<u>3,756.35</u>	<u>53.6621</u>
	<u>10</u>	<u>101,413.02</u>	<u>7,630.21</u>	<u>3,509.58</u>	<u>55.5307</u>
<u>7</u>	<u>2</u>	<u>81,919.62</u>	<u>6,826.64</u>	<u>3,139.97</u>	<u>44.8567</u>
	<u>3</u>	<u>84,769.09</u>	<u>7,064.09</u>	<u>3,249.19</u>	<u>46.4170</u>
	<u>4</u>	<u>87,718.75</u>	<u>7,309.90</u>	<u>3,362.25</u>	<u>48.0321</u>
	<u>5</u>	<u>90,771.20</u>	<u>7,564.27</u>	<u>3,479.25</u>	<u>49.7036</u>
	<u>6</u>	<u>93,930.35</u>	<u>7,827.53</u>	<u>3,600.34</u>	<u>51.4334</u>
	<u>7</u>	<u>97,200.38</u>	<u>8,100.03</u>	<u>3,725.68</u>	<u>53.2240</u>
	<u>8</u>	<u>100,584.43</u>	<u>8,382.04</u>	<u>3,855.39</u>	<u>55.0770</u>
	<u>9</u>	<u>103,752.19</u>	<u>8,646.02</u>	<u>3,976.81</u>	<u>56.8116</u>
	<u>10</u>	<u>107,366.08</u>	<u>8,947.17</u>	<u>4,115.33</u>	<u>58.7904</u>
<u>8</u>	<u>2</u>	<u>84,320.62</u>	<u>7,026.72</u>	<u>3,232.00</u>	<u>46.1714</u>
	<u>3</u>	<u>87,253.58</u>	<u>7,271.13</u>	<u>3,344.42</u>	<u>47.7774</u>
	<u>4</u>	<u>90,289.85</u>	<u>7,524.15</u>	<u>3,460.80</u>	<u>49.4400</u>
	<u>5</u>	<u>93,432.31</u>	<u>7,786.03</u>	<u>3,581.25</u>	<u>51.1607</u>
	<u>6</u>	<u>96,684.60</u>	<u>8,057.05</u>	<u>3,705.91</u>	<u>52.9416</u>
	<u>7</u>	<u>100,051.42</u>	<u>8,337.62</u>	<u>3,834.96</u>	<u>54.7851</u>
	<u>8</u>	<u>103,535.65</u>	<u>8,627.97</u>	<u>3,968.51</u>	<u>56.6930</u>
	<u>9</u>	<u>106,796.81</u>	<u>8,899.73</u>	<u>4,093.51</u>	<u>58.4787</u>
	<u>10</u>	<u>110,517.14</u>	<u>9,209.76</u>	<u>4,236.11</u>	<u>60.5159</u>
<u>9</u>	<u>2</u>	<u>86,721.35</u>	<u>7,226.78</u>	<u>3,324.02</u>	<u>47.4860</u>
	<u>3</u>	<u>89,739.10</u>	<u>7,478.26</u>	<u>3,439.69</u>	<u>49.1384</u>
	<u>4</u>	<u>92,862.52</u>	<u>7,738.54</u>	<u>3,559.41</u>	<u>50.8487</u>
	<u>5</u>	<u>96,095.24</u>	<u>8,007.94</u>	<u>3,683.32</u>	<u>52.6189</u>
	<u>6</u>	<u>99,440.93</u>	<u>8,286.74</u>	<u>3,811.56</u>	<u>54.4509</u>
	<u>7</u>	<u>102,903.50</u>	<u>8,575.29</u>	<u>3,944.28</u>	<u>56.3469</u>
	<u>8</u>	<u>106,487.91</u>	<u>8,873.99</u>	<u>4,081.67</u>	<u>58.3096</u>
	<u>9</u>	<u>109,842.21</u>	<u>9,153.52</u>	<u>4,210.24</u>	<u>60.1463</u>
	<u>10</u>	<u>113,668.99</u>	<u>9,472.42</u>	<u>4,356.92</u>	<u>62.2417</u>

***APPENDIX 5**

EFFECTIVE ~~April 11, 2021~~ APRIL 7, 2024

(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)

~~(g)Effective April 11, 2021 there will be a 2% increase to all grids and steps on the salary schedule.~~

The Salary Schedule is based on ten steps with 12-month intervals and an additional step 12 after 12 months at step 11 and 15 years of service.*

Grid Level	Step	Annual	Monthly	Bi-weekly	Hourly
<u>Interim Permit</u>	<u>1</u>	<u>72,751.32</u>	<u>6,062.61</u>	<u>2,788.55</u>	<u>39.8364</u>
<u>4</u>	<u>2</u>	<u>75,296.07</u>	<u>6,274.67</u>	<u>2,886.09</u>	<u>41.2299</u>
	<u>3</u>	<u>77,912.56</u>	<u>6,492.71</u>	<u>2,986.38</u>	<u>42.6626</u>
	<u>4</u>	<u>80,621.94</u>	<u>6,718.50</u>	<u>3,090.23</u>	<u>44.1461</u>
	<u>5</u>	<u>83,425.49</u>	<u>6,952.12</u>	<u>3,197.69</u>	<u>45.6813</u>
	<u>6</u>	<u>86,326.62</u>	<u>7,193.89</u>	<u>3,308.89</u>	<u>47.2699</u>
	<u>7</u>	<u>89,330.02</u>	<u>7,444.17</u>	<u>3,424.01</u>	<u>48.9144</u>
	<u>8</u>	<u>92,438.83</u>	<u>7,703.24</u>	<u>3,543.17</u>	<u>50.6167</u>
	<u>9</u>	<u>95,347.78</u>	<u>7,945.65</u>	<u>3,654.67</u>	<u>52.2096</u>
	<u>10</u>	<u>98,666.60</u>	<u>8,222.22</u>	<u>3,781.88</u>	<u>54.0269</u>
	<u>11</u>	<u>101,133.35</u>	<u>8,427.78</u>	<u>3,876.43</u>	<u>55.3776</u>
<u>12</u>	<u>103,661.66</u>	<u>8,638.47</u>	<u>3,973.34</u>	<u>56.7620</u>	
<u>5</u>	<u>2</u>	<u>79,705.68</u>	<u>6,642.14</u>	<u>3,055.11</u>	<u>43.6400</u>
	<u>3</u>	<u>82,477.41</u>	<u>6,873.12</u>	<u>3,161.35</u>	<u>45.1600</u>
	<u>4</u>	<u>85,345.93</u>	<u>7,112.16</u>	<u>3,271.30</u>	<u>46.7300</u>

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

	<u>5</u>	<u>88,315.41</u>	<u>7,359.62</u>	<u>3,385.12</u>	<u>48.3600</u>
	<u>6</u>	<u>91,388.21</u>	<u>7,615.68</u>	<u>3,502.90</u>	<u>50.0400</u>
	<u>7</u>	<u>94,568.76</u>	<u>7,880.73</u>	<u>3,624.81</u>	<u>51.7800</u>
	<u>8</u>	<u>97,860.44</u>	<u>8,155.04</u>	<u>3,750.98</u>	<u>53.5900</u>
	<u>9</u>	<u>100,940.55</u>	<u>8,411.71</u>	<u>3,869.04</u>	<u>55.2700</u>
	<u>10</u>	<u>104,455.30</u>	<u>8,704.61</u>	<u>4,003.76</u>	<u>57.2000</u>
	<u>11</u>	<u>106,544.40</u>	<u>8,878.70</u>	<u>4,083.84</u>	<u>58.3400</u>
	<u>12</u>	<u>110,273.46</u>	<u>9,189.45</u>	<u>4,226.77</u>	<u>60.3800</u>

<u>7</u>	<u>2</u>	<u>84,377.23</u>	<u>6,826.64</u>	<u>3,234.17</u>	<u>46.2024</u>
	<u>3</u>	<u>87,312.28</u>	<u>7,276.02</u>	<u>3,346.67</u>	<u>47.8096</u>
	<u>4</u>	<u>90,350.38</u>	<u>7,529.20</u>	<u>3,463.12</u>	<u>49.4731</u>
	<u>5</u>	<u>93,494.40</u>	<u>7,791.20</u>	<u>3,583.63</u>	<u>51.1947</u>
	<u>6</u>	<u>96,748.26</u>	<u>8,062.36</u>	<u>3,708.35</u>	<u>52.9764</u>
	<u>7</u>	<u>100,116.38</u>	<u>8,343.03</u>	<u>3,837.45</u>	<u>54.8207</u>
	<u>8</u>	<u>103,601.91</u>	<u>8,633.49</u>	<u>3,971.05</u>	<u>56.7293</u>
	<u>9</u>	<u>106,864.64</u>	<u>8,905.39</u>	<u>4,096.11</u>	<u>58.5159</u>
	<u>10</u>	<u>110,587.06</u>	<u>9,215.59</u>	<u>4,238.79</u>	<u>60.5541</u>
	<u>11</u>	<u>113,351.74</u>	<u>9,445.98</u>	<u>4,344.76</u>	<u>62.0680</u>
	<u>12</u>	<u>117,319.05</u>	<u>9,776.59</u>	<u>4,496.83</u>	<u>64.2404</u>

<u>8</u>	<u>2</u>	<u>86,850.24</u>	<u>7,237.52</u>	<u>3,328.96</u>	<u>47.5566</u>
	<u>3</u>	<u>89,871.12</u>	<u>7,489.26</u>	<u>3,444.75</u>	<u>49.2107</u>
	<u>4</u>	<u>92,998.44</u>	<u>7,749.87</u>	<u>3,564.62</u>	<u>50.9231</u>
	<u>5</u>	<u>96,235.34</u>	<u>8,019.61</u>	<u>3,688.69</u>	<u>52.6956</u>

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

	<u>6</u>	<u>99,585.21</u>	<u>8,298.77</u>	<u>3,817.09</u>	<u>54.5299</u>
	<u>7</u>	<u>103,053.00</u>	<u>8,587.75</u>	<u>3,950.01</u>	<u>56.4287</u>
	<u>8</u>	<u>106,641.84</u>	<u>8,886.82</u>	<u>4,087.57</u>	<u>58.3939</u>
	<u>9</u>	<u>110,000.84</u>	<u>9,166.74</u>	<u>4,216.32</u>	<u>60.2331</u>
	<u>10</u>	<u>113,832.57</u>	<u>9,486.05</u>	<u>4,363.19</u>	<u>62.3313</u>
	<u>11</u>	<u>116,678.39</u>	<u>9,723.20</u>	<u>4,472.27</u>	<u>63.8896</u>
	<u>12</u>	<u>120,762.13</u>	<u>10,063.51</u>	<u>4,628.80</u>	<u>66.1257</u>

<u>9</u>	<u>2</u>	<u>89,322.98</u>	<u>7,443.58</u>	<u>3,423.74</u>	<u>48.9106</u>
	<u>3</u>	<u>92,431.26</u>	<u>7,702.61</u>	<u>3,542.88</u>	<u>50.6126</u>
	<u>4</u>	<u>95,648.33</u>	<u>7,970.69</u>	<u>3,666.19</u>	<u>52.3741</u>
	<u>5</u>	<u>98,978.11</u>	<u>8,248.18</u>	<u>3,793.82</u>	<u>54.1974</u>
	<u>6</u>	<u>102,424.24</u>	<u>8,535.35</u>	<u>3,925.91</u>	<u>56.0844</u>
	<u>7</u>	<u>105,990.65</u>	<u>8,832.55</u>	<u>4,062.61</u>	<u>58.0373</u>
	<u>8</u>	<u>109,682.55</u>	<u>9,140.21</u>	<u>4,204.12</u>	<u>60.0589</u>
	<u>9</u>	<u>113,137.55</u>	<u>9,428.13</u>	<u>4,336.55</u>	<u>61.9507</u>
	<u>10</u>	<u>117,079.13</u>	<u>9,756.59</u>	<u>4,487.63</u>	<u>64.1090</u>
	<u>11</u>	<u>120,006.10</u>	<u>10,000.51</u>	<u>4,599.82</u>	<u>65.7117</u>
	<u>12</u>	<u>124,206.32</u>	<u>10,350.53</u>	<u>4,760.81</u>	<u>68.0116</u>

*Years of service as determined in article 18.01.

Employer Information Document – For informational purposes only, not to be printed with the Main Agreement
 Errors and Omissions Excepted
 July 09, 2024

Appendix 5 Changes and Impacts: Examples

Example: Nurse 4, Step 10 (Hospital) → Nurse 4A, Step 12

- April 11, 2021 – \$86,463.07 (Annual) / \$3,314.12 (Biweekly) / \$47.3445 (Hourly)
- April 1, 2024, employees at Step 10 become eligible for Step 11 as per Article 27.03
- March 31, 2025, employees in Grid Nurse 4 will move to Grid Nurse 4A (step to step)
- March 31, 2025, employees becomes eligible for Step 12 as per Article 27.03 and 15 years of service
- Total increases between 2022 and 2025: \$21,344.99, which is 24.7% in wage increases for employees eligible to move into Step 12

Mandate Element	Year 1	Year 2	Year 3	2025
GWI	3.24%	5.5%	2.0%	
COLA	\$0.25 per hour	1.25%	1.0%	
Step 11			\$101,133.35	
Grid Change to Nurse 4A				4%
Step 12				\$107,808.06
Total Salary/Percentage Increase	\$89,735.71 (3.79%)	\$95,792.87 (6.75%)	\$101,133.35 (5.58%)	\$107,808.06 (6.19%)

Example: Nurse 7, Step 9 (Community) → Nurse 7, Step 12

- April 11, 2021 – \$93,685.11 (Annual) / \$3,590.94 (Biweekly) / \$51.2991 (Hourly)
- April 10, 2022 employees become eligible to move to Step 10 as per Article 27.03
- April 1, 2024, employees at Step 10 become eligible for Step 11 as per Article 27.03
- March 31, 2025, employees become eligible for Step 12 as per Article 27.03 and 15 years of service
- Total increases between 2022 and 2025 for Community: \$23,633.94, which is 25.2% in wage increases
- Total increases between 2022 and 2025 for Hospital: \$20,345.05, which is a 20.98% increase

Mandate Element	Year 1	Year 2	Year 3	2025
GWI	3.24%	5.5%	2.0%	
COLA	\$0.25 per hour	1.25%	1.0%	
Community – 10 th Step	\$100,577.12			
10 th Step Retro Lump Sum	\$9,600			
Step 11			\$113,351.74	
Step 12				\$117,319.05

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

Total Salary/Percentage Increase	\$100,577.12 (7.36%) plus \$9,600 lump sum (17.6% total)	\$107,366.08 (6.75%)	\$113,351.74 (5.58%)	\$117,319.05 (3.50%)
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Example: Nurse 9, Step 9 (Community) → Nurse 9, Step 12

- April 11, 2021 – \$99,210.82 (Annual) / \$3,802.74 (Biweekly) / \$54.3249 (Hourly)
- April 10, 2022 employees become eligible to move to Step 10 as per Article 27.03
- April 1, 2024, employees at Step 10 become eligible for Step 11 as per Article 27.03
- March 31, 2025, employees become eligible for Step 12 as per Article 27.03 and 15 years of service
- Total increases between 2022 and 2025 for Community: \$24,995.50, which is 25.2% in wage increases
- Total increases between 2022 and 2025 for Hospital: \$21,523.03, which is 20.96%

Mandate Element	Year 1	Year 2	Year 3	2025
GWI	3.24%	5.5%	2.0%	
COLA	\$0.25 per hour	1.25%	1.0%	
Community – 10 th Step	\$106,481.39			
10 th Step Retro Lump Sum	\$10,200			
Step 11			\$120,006.10	
Step 12				\$124,206.32
Total Salary/Percentage Increase	\$106,481.39 (7.33%) plus \$10,200 lump sum (17.6% total)	\$113,668.99 (6.75%)	\$120,006.10 (5.58%)	\$124,206.32 (3.50%)

***APPENDIX 6**

ADDRESSING WORKPLACE VIOLENCE

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Programs

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

- (i) Receive information on the scope and nature of violence in the workplace from the local OH&S Committees;
- (ii) Receive information on violence prevention activities from the local OH&S Committees;

(iii) Review existing best practices violence prevention education modules within the Public Service and those utilized in the Health Authorities with the intent of developing standard education principles;

(iv) Receive ongoing worksite risk assessments coordinated by the local OH&S Committees and reported to the PJOSH;

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

MEMORANDUM OF UNDERSTANDING

***MEMORANDUM OF UNDERSTANDING #7**

REVISIONS OF BENEFITS

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

1. **Clause 15.03(b) – Shift Differential**
2. ~~Clause 15.05(a) – Changes in Schedules (premium only)~~
3. Clause 20.03(b) – Union Business or Public Duties
4. **Clause 20.13(b)(e) – Leave for Medical and Dental Care**
5. ~~Clause 21 – Maternity/Parental/Adoption Leave~~
6. **22.11(c) – Occupational First Aid Requirements and Courses**
7. Clause 25.01 – Basic Medical Insurance
8. **Clause 25.02 – Extended Health Care Plan**
9. Clause 25.03 – Dental Plan
10. Clause 25.04(b) – Group Life
11. Clause 25.05 – Air Travel Insurance
12. **Clause 27.10 - Vehicle Allowance**
13. **Clause 27.11 - Meal Allowance**
14. **Clause 27.13 - Accommodation, Board and Lodging Allowance**
15. Clause 27.15 – Retirement Allowance
16. Clause 27.16 – Relocation Expenses
17. **Clause 27.19 – Child Care Expenses**
18. **Clause 29.07(a) - Health and Welfare**
19. ~~Clause 29.11~~**12** – Weekly Indemnity

20. **Memorandum of Understanding 14 – Board, Lodging and Relocations**
21. **Appendix 3 – Short Term Illness and Injury Plan and Long Term Disability Plan**
22. **Clause 6.02 – Community Component – Overtime Meal Break and Allowance**
23. **Clause 5.01 – Hospital Component – Overtime Meal Allowance**

Note: Bolded items were amended in the 17th 18th Master Agreement.

Consequential amendment:

#2 and #5 above have been removed by the parties, therefore #3 to #23 will be required to be re-numbered accordingly.

***MEMORANDUM OF UNDERSTANDING #14**

BOARD AND LODGING AND RELOCATION EXPENSES

***2.03 Living Expenses Upon Relocation At New Location**

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of ~~\$25.50 effective April 1, 2019, \$26.00 effective April 1, 2020, and \$26.50 effective April 1, 2021~~ **\$27.56 effective April 1, 2022, \$29.42 effective April 1, 2023, and \$30.30 effective April 1, 2024** per day up to a maximum of 30 days; or
- (b) The Employer shall pay an employee accompanied by dependents at the new location, a living allowance of ~~\$30.60 effective April 1, 2019, \$31.20 effective April 1, 2020, and \$31.80 effective April 1, 2021~~ **\$33.07 effective April 1, 2022, \$35.30 effective April 1, 2023, and \$36.36 effective April 1, 2024** per day up to a maximum of 60 days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by their dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

***2.04 Moving of Household Effects and Chattels**

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kilograms including any item(s) which the contract mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of ~~\$61,000 effective April 1, 2019, \$62,500 effective April 1,~~

~~2020, and \$63,500 effective April 1, 2021; \$66,040.00 effective April 1, 2022, \$70,497.70 effective April 1, 2023, and \$72,612.63 effective April 1, 2024;~~

- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:

(1) ~~\$510.00 effective April 1, 2019, \$520.00 effective April 1, 2020, and \$530.00 effective April 1, 2021~~ **\$551.20 effective April 1, 2022, \$588.41 effective April 1, 2023, and \$606.06 effective April 1, 2024** for a move not exceeding a distance of 240 kilometers;

(2) ~~\$815.00 effective April 1, 2019, \$830.00 effective April 1, 2020, and \$850.00 effective April 1, 2021~~ **\$884.00 effective April 1, 2022, \$943.67 effective April 1, 2023, and \$971.98 effective April 1, 2024** for a move which exceeds a distance of 240 kilometers;

(3) ~~\$255.00 effective April 1, 2019, \$260.00 effective April 1, 2020, and \$265.00 effective April 1, 2021~~ **\$275.60 effective April 1, 2022, \$294.20 effective April 1, 2023, and \$303.03 effective April 1, 2024** where the employee is entitled to receive the amount pursuant to Section 2.07(d).

- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

***2.05 Moving of Mobile Homes**

- (a) On relocation, an employee who owns a mobile home may opt to have their mobile home moved by the Employer in either of the following circumstances:

(1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or

(2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending location is named on the list of isolated locations.

- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

i—(i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or

ii—(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of ~~\$5,100 effective April 1, 2019, \$5,200 effective April 1, 2020, and \$5,300 effective April 1, 2021;~~ **\$5,512.00 effective April 1, 2022, \$5,884.06 effective April 1, 2023, and \$6,060.58 effective April 1, 2024;**

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of ~~\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;~~ **\$66,040.00 effective April 1, 2022, \$70,497.70 effective April 1, 2023, and \$72,612.63 effective April 1, 2024;**

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of ~~\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021~~ **\$644.80 effective April 1, 2022, \$688.32 effective April 1, 2023, and \$708.97 effective April 1, 2024** upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of ~~\$2,550 effective April 1, 2019, \$2,600 effective April 1, 2020, and \$2,650 effective April 1, 2021~~ **\$2,756.00 effective April 1, 2022, \$2,942.03 effective April 1, 2023, and \$3,030.29 effective April 1, 2024** upon production of receipts.

(d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Section 2.04 and 2.10.

2.06 Moving of Personal Vehicles Upon Relocation

No change

***2.07 Incidental Expenses on Relocation**

The Employer shall pay to the employee upon relocation only, one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made.

(a) when an employee purchases a private dwelling house in the new location —~~\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021;~~ - **\$660.40 effective April 1, 2022, \$704.98 effective April 1, 2023, and \$726.13 effective April 1, 2024;**

(b) when the employee is moving to rental accommodation in the new location —~~\$305 effective April 1, 2019, \$310 effective April 1, 2020, and \$315 effective April 1, 2021;~~ - **\$327.60 effective April 1, 2022, \$349.71 effective April 1, 2023, and \$360.20 effective April 1, 2024;**

(c) when an employee is moving with a mobile home –~~\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$210 effective April 1, 2021;~~ - **\$218.40 effective April 1, 2022, \$233.14 effective April 1, 2023, and \$240.13 effective April 1, 2024;**

(d) when the employee is moving to room and board –~~\$153 effective April 1, 2019, \$156 effective April 1, 2020, and \$159 effective April 1, 2021.~~ - **\$165.36 effective April 1, 2022, \$176.52 effective April 1, 2023, and \$181.82 effective April 1, 2024.**

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

2.08 Notice to Employee Upon Relocation

No change

2.09 Requested Relocation by Employee

No change

***2.10 Real Estate and Legal Fees**

On relocation, or within one year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

(a) Reimbursement of fees to a maximum of ~~\$9,075 effective April 1, 2019, \$9,255 effective April 1, 2020, and \$9,440 effective April 1, 2021~~ **\$9,817.60 effective April 1, 2022, \$10,480.29 effective April 1, 2023, and \$10,794.70 effective April 1, 2024** charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation;

(b) An employee who has sold their own home without the aid of a Realtor shall be entitled to claim ~~\$2,040 effective April 1, 2019, \$2,080 effective April 1, 2020, and \$2,120 effective April 1, 2021;~~ **\$2,204.80 effective April 1, 2022, \$2,353.62 effective April 1, 2023, and \$2,424.23 effective April 1, 2024;**

(c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:

(1) 1% of the first \$50,000 of the purchase price;

(2) one half of 1% of any amount of the purchase price above \$50,000;

(3) the total cost to the Employer under part (c) shall not exceed ~~\$1070 effective April 1, 2019, \$1,090 effective April 1, 2020, and \$1,110 effective April 1, 2021.~~ **\$1,154.40 effective April 1, 2022, \$1,232.32 effective April 1, 2023, and \$1,269.29 effective April 1, 2024.**

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only;

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

***Part III**

Where a regular employee is required by the Employer to relocate (see Master Agreement Clause 12.08):

(a) as a result of the Employer moving its operation from one geographic location to another and which has been approved by Treasury Board;

(b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice.

The employee will be entitled to the following reimbursements in addition to the provisions of Memorandum of Understanding #14, Part II, upon production of receipts:

(a) real estate commission fees not to exceed ~~\$15,300 effective April 1, 2019, \$15,600 effective April 1, 2020, and \$15,900 effective April 1, 2021.~~ **\$16,536.00 effective April 1, 2022, \$17,652.18 effective April 1, 2023, and \$18,181.75 effective April 1, 2024.** Where a claim is made under this section, there shall be no entitlement to Memorandum of Understanding #14 Part II, 2.10(a);

(b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed ~~\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$212 effective April 1, 2021~~ **\$220.48 effective April 1, 2022, \$235.36 effective April 1, 2023, and \$242.42 effective April 1, 2024** and mortgage pre-payment penalty, if any;

(c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;

(d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

***MEMORANDUM OF UNDERSTANDING#15**

RE: RECRUITMENT AND RETENTION INCENTIVE ADJUSTMENT

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

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

For the term of the ~~17th~~18th Nurses Master Agreement:

1. Effective ~~April 1, 2019~~ April 1, 2024 when working afternoon shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of ~~\$0.89~~ 50 cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed ~~\$2.10~~ \$2.50 per hour.
2. Effective ~~April 1, 2019~~ April 1, 2024 when working night shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of ~~\$1.85~~ \$3.28, per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed ~~\$3.55~~ \$5.00 per hour.
3. In addition to any other premiums or incentives received, ~~effective January 1, 2019~~ effective April 1, 2024 an employee will receive a recruitment and retention supplemental payment of ~~\$1.70~~ \$3.70 per hour worked between 2300 hours Friday and 2300 hours Sunday.
4. For the purposes of applying the terms of the collective agreement the above noted supplemental payments will be applied in the same manner as the shift differential in Article 15 – Shift and Rotation.

***MEMORANDUM OF UNDERSTANDING #17**

between

The British Columbia Nurses Union

and

Maples Adolescent Treatment Centre

RE: EXTENDED WORK DAY/COMPRESSED WORK WEEK

Preamble:

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

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

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

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

It is understood and agreed that:

- (A) With the exception of the specific revisions set forth in this Memorandum, all other terms and conditions of the Master and Component Collective Agreement will apply.
- (B) As a general principle and unless otherwise revised in this Memorandum, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day/work week as set forth in the Collective Agreement.
- (C) As a general principle and unless otherwise revised in this Memorandum, the employees will neither gain nor lose any benefit(s) presently contained within the Collective Agreement.
- (D) For the purposes of this Memorandum and where revised, "days" have been converted into working hours, so that one (1) day shall equal seven point five (7.5) paid hours. For example, three (3) days Special leave is converted to $3 \times 7.5 = 22.5$ working hours.

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

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

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

- (a) All employees covered by this Memorandum shall work the schedule as set forth below.
- (b) It is agreed that the interruption of the shift schedule will be kept to a minimum.

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

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

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

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

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

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

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

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

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

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

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

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

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

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

- Employees working a 7.78 hour shift pattern will take stats on the Calendar stat dates or on another mutually agreed upon date. As stats are paid at 7 hours per stat x ~~12~~ **13** stats = 84 **91** hours, the Regular Full Time employee would owe ~~9.36~~ **10.14** hours per year ($7.78 \times \del{12} **13** = ~~93.36~~ **101.14** – 84 **91** = ~~9.36~~ **10.14**). Employees will be scheduled to work one stat plus ~~1.58~~ **2.36** hours. Or if a stat falls on a scheduled day off, they may elect to not take a day in lieu, they would then owe the balance of ~~1.58~~ **2.36** hours.$
- Employees working a 8.75 hour shift pattern will take stats on the Calendar stat or on another mutually agreed upon date. As stats are paid at 7 hours the Regular Full Time employee would owe ~~21.00~~ **22.75** hours per year ($8.75 \times \del{12} **13** = ~~105~~ **113.75** – 84 **91** = ~~21.00~~ **22.75**). Employees will be scheduled to work ~~two~~ **three** stats plus ~~3.5~~ **1.75** hours. Or if any stat falls on scheduled days off, they may elect to not take that day in lieu, they would then owe the balance.$
- For those working 11.25 hours, stats are to be indicated as the calendar stat or on another mutually agreed date but must be identified for the purposes of potential overtime Nurses who work the 11.25 shift pattern work a total of 67.5 hours bi-weekly. Nurses are compensated 2.5 hours bi-weekly of stat hours in order to be paid 70 hours bi-weekly. Stats are paid at 1.25 hours per week ($1.25 \times 52.2 = 65.25$; $84 \text{ **91**} - 65.25 = \del{18.75} **25.75**). The remaining ~~18.75~~ **25.75** hours of stat pay is to be taken as time off by mutual agreement. If at the end of the year an employee has not had a minimum of ~~18.75~~ **25.75** hours off, the employee shall be paid at double time rates for all hours that fall short of ~~18.75~~ **25.75**.$
- For those working 11.50 hours, stats are identified on a scheduled day off for purposes of overtime and paid as per the Collective Agreement. If a stat falls on a scheduled day the employee needs to work another day to maintain the FTE hours.

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

***MEMORANDUM OF UNDERSTANDING 24**

RE: COST OF LIVING ADJUSTMENTS

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively,

the “annualized average of the BC CPI over twelve months” 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 for year and concluding at the end of the following February. The percentage change reported by BC Stats will form the basis for determining any COLA increase is calculated to one decimal point. 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 % 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.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

***MEMORANDUM OF UNDERSTANDING 23**

RE: ISOLATION TRAVEL ALLOWANCE AND VACATION ADJUSTMENTS FOR REMOTE LOCATIONS

The parties agree that the following provisions shall be revised and implemented on the same basis as revised and implemented for the majority of unionized employees in the Public Service.

- 1. Effective April 1, 2024, employees assigned headquarters in the following locations shall be paid a bi-weekly isolation travel allowance (pro-rated for part -time employees):**

<u>Location</u>	<u>Bi-Weekly Amount</u>
<u>Hazelton</u>	<u>\$44.19</u>
<u>Port Hardy</u>	<u>\$41.07</u>

- 2. Employees who reside and work in the following locations will be provided an extra vacation day equal to seven (7) hours, effective the 2024 vacation year:**

<u>Hazelton</u>
<u>Port Hardy</u>
<u>Terrace</u>

Should the Employer require nurses to be located in remote areas other than in #1 or #2 above, it will consult with the Union before doing so.

This MOU is in effect for the term of the agreement and expires unless renewed by the parties.

MEMORANDUM OF UNDERSTANDING

Renew the following memorandums of understanding maintaining current language:

MOU #1: NEW FACILITIES

MOU #2: RESIGNATION PROMPTING

MOU #3: SAFEGUARDING VULNERABLE PEOPLE

MOU #4: PRE-EMPLOYMENT ELEGIBILITY AND CHECK-OFF ADMINISTRATION

MOU #5: TRANSFERS WITHOUT POSTING

MOU #6: HUMAN RIGHTS CODE

MOU #8: EMPLOYMENT EQUITY

MOU #9: NURSING ADVOCACY COMMITTEE-PROFESSIONAL RESPONSIBILITY

MOU #10: AUXILIARY EMPLOYEES HIRED FOR DOWNSIZING/CLOSING FACILITY

MOU #11: LABOUR ADJUSTMENT

MOU #12: TRANSITION COMMITTEE

**MOU #13: ROLL OF THE REHABILITATION COMMITTEE RE; JOINT ADVISORY
COMMITTEE**

MOU #16: REVIEW OF WORKPLACE SAFETY TRAINING AND GUIDANCE

MOU #18: BASELINE STAFFING INFORMATION

MOU #19: RECRUITMENT AND RETENTION COMMITTEE

MOU #20: BLANK SPACE HOLDER

MOU #21: ASSISTANT TEAM LEAD

MOU #22: MENTAL HEALTH IN THE WORKPLACE

MEMORANDUM OF AGREEMENT

***MEMORANDUM OF AGREEMENT #1**

**RE: EARLY RETIREMENT INCENTIVE PLAN – FOR LTD EMPLOYEES OR
VOLUNTARY DEPARTURE**

1. Early Retirement Incentive Plan (ERIP) - LTD

An Early Retirement Incentive Plan will be developed and offered to employees who:

- (a)** are in receipt of Long-Term Disability Benefits, under the Totally Disabled Any Occupation provision;
- (b)** are at least 55 years of age at the time of the offering;
- (c)** have actuarial disabled life reserve (DLR) values, at the time of offering, which exceeds the lump sum value of one year of LTD benefits; and,

(d) are participating in the Public Service Pension Plan and eligible for retirement benefits under that plan.

2. For employees meeting the above criteria and subject to the Employer’s approval, ERIP shall provide for a lump sum payment equal to six months base salary based upon the employees salary as at the date of disability. ~~The ERIP payment may be used as preretirement leave.~~ Benefits under this provision shall not exceed the time that would be required to reach the employee’s maximum retirement age. The Employer can be directed to pay the lump sum to another designate by the employee.

(a) Employees who receive the ERIP will not be eligible for benefits from Article 27.15 Retirement Allowance.

(b) The Employer will consult with the Union with respect to timing and duration of the program.

(c) The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.

3. Miscellaneous

(a) ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.

(b) The employee’s entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Totally Disabled Any Occupation, continue during the period of time that his/her application for retirement is being processed.

(c) The LTD benefits will end on the date of commencement of paid absence prior to retirement in accordance with Appendix 3, Section 2.08 (b).

4. Cessation of Benefits.

(a) The Employer will notify the union of employees who have been offered ERIP.

(b) This Memorandum shall remain in effect during the term of the Agreement.

***MEMORANDUM OF AGREEMENT #2**

RE: REVIEW OF BARGAINING STRUCTURE AND SERVICE DELIVERY CHALLENGES

DELETE ALL

~~1. The Public Service Agency (“PSA”) is the bargaining agent for the Government of British~~

Memorandum of Settlement – 18th Main Agreement Public Service Agreement

~~Columbia (“the government”) in respect of bargaining units of employees of the created under s. 4 of the *Public Service Labour Relations Act* (“PSLRA”).~~

~~2.— The BC Nurses Union (“BCNU”) is the bargaining agent for a bargaining unit of nurses employed by the government under s. 4(a) of the PSLRA.~~

~~3.— The collective agreement between the PSA and the BCNU expired on March 31, 2019 and the parties have been bargaining in good faith in an effort to conclude a renewal agreement.~~

~~4.— The parties have identified two major issues that they agree require an independent review following renewal of the collective agreement:~~

~~(a)— The effects of the bargaining structure created by s 4(a) of the PSLRA on work opportunities for public service nurses;~~

~~(b)— The challenges facing government in recruiting and retaining nurses because of the difference in work opportunities and compensation between nurses employed by government and nurses employed by health sector.~~

~~5.— The bargaining structure for unionized employees of the government by what is now s. 4 of the PSLRA was created in 1974.~~

~~6.— At that time and for many years thereafter, government employed several thousand nurses thereby creating many work opportunities for public service nurses both within the public service generally but more particularly, within nursing.~~

~~7.— Since 1998, the bargaining unit created under s. 4(a) has experienced a continual reduction in size as government health care facilities have been moved from government to the health sector and other employers.~~

~~8.— Currently there are approximately 117 nurses employed by the government and most of those are assigned to work locations managed by the Ministry of Children and Family Development (“MCFD”).~~

~~9.— In recent years, there have been differences in compensation between nurses employed by government and nurses employed by health sector employers.~~

~~10.— As a result of these developments, nurses employed by government have significantly reduced opportunities for career advancement as government employees and the government has challenges recruiting and retaining nurses.~~

~~11.— The PSA and the BCNU agree that these challenges are not subject to an immediate resolution.~~

~~12.— The PSA and the BCNU have agreed as follows:~~

~~(a)— Within six (6) months of ratification of a renewed collective agreement between the PSA~~

~~and the BCNU, to commence a review of the relationship of government-employed nurses to that of nurses employed by the health sector and a review of the nurses bargaining unit created under s. 4(a) of the PSLRA.~~

~~(b) The review will be conducted with the assistance of a facilitator (Corinn Bell) agreed by the parties.~~

~~(c) The facilitator will issue recommendations with reasons within nine (9) months of the date of ratification of the renewed collective agreement.~~

~~(d) The parties and the facilitator may focus on:~~

~~(i) Changes in the PSA/BCNU collective agreement intended to improve working opportunities and recruitment and retention opportunities for government-employed nurses.~~

~~(ii) The facilitator may also recommend changes required in the collective agreement to meet these work opportunity and recruitment/retention objectives.~~

~~(iii) Adjustments to compensation that might contribute to meeting these objectives;~~

~~(iv) The parties, by agreement, may examine other issues.~~

LETTER OF COMMITMENT

Information Purposes Only: Not To Be Included in the Collective Agreement

July 12, 2024

**Laura Anderson
Senior Labour Relations Officer
BC Nurses Union**

Re: Joint Local Meeting

The Union and the Employer agree in the value of strengthening relationships beyond the bargaining table. In recognition of this, the parties agree to facilitate an initial local level meeting to strengthen relationships, share information, address issues, and promote strategies for improvements.

Within ninety (90) days of ratification the union will organize and schedule a meeting, in person, with arrangements provided for those to participate remotely as may be required. The composition of the meeting will consist of not more than five representatives from each party. Participants on the union side could include a Regional Chairperson, a Labour Relations Officer, Steward/SAL, and up to three members. On the employer side participants could include an

Executive Director, Associate Executive Director, a member of Ministry Human Resources or Director of Operations, and front-line managers. A representative from the BC Public Service Agency may be requested as required.

Taking a consultative and collaborative leadership approach, the committee shall review matters:

- (1) other than grievances, relating to the maintenance of good relations between the parties;**
- (2) relating to the workplace that affect the parties or any employee bound by this agreement;**
- (3) correcting conditions causing grievances and misunderstanding.**

The meeting members shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The meeting members shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

This letter of commitment expires at the end of the 18th Main Agreement.

**Sincerely,
Korina Tsui
Executive Director, Labour Relations and Total Compensation
BC Public Service Agency**

NEW (To Reside Outside of the Agreement)

***MEMORANDUM OF AGREEMENT**
Between:
GOVERNMENT OF BRITISH COLUMBIA
As represented by the BC Public Service Agency
("Employer")
And
BRITISH COLUMBIA NURSES' UNION
("Union")

RE: ONE TIME COMMUNITY COMPONENT RETENTION INCENTIVE

Insofar as the Parties have recognized that recruitment and retention challenges may occur over the life of the agreement, retention incentive payments for eligible employees in the Community Component are agreed as follows:

- 1. Employees eligible for the one-time retention incentive payments are currently employed in the BC Public Service at the time of ratification and were at salary step 9 in a Community Component classification for one year at any time from April 1, 2019 – March 31, 2022.**

- 2. Payment of the one-time retention subsidy payment is based on all employees contained in clause 1 one above and include those employees on temporary assignment. On the date of ratification, employees on maternity, parental leave, WorkSafeBC leave, and other periods of absences on leave with or without pay or STIP periods and periods of LTD are not eligible until they return to work.**
- 3. In respect of current BC Public Service employees who would have become eligible for the 10th step during the period of April 1, 2019 – March 31, 2022, the payment will be pro-rated based on the first month of eligibility.**
- 4. The payment will be pro-rated for part time employment.**
- 5. The amount of lump sum payments are listed in Appendix A.**
- 6. This one time payment does not trigger activation of other articles in the collective agreement.**
- 7. It is understood that the retention subsidy payments are not pensionable, and do not form part of the base salary.**
- 8. The parties acknowledge that the eligible employees for the incentive payments in accordance with this MOA do not constitute the full bargaining unit of the British Columbia Nurses' Union under section 4 of the *Public Service Labour Relations Act*.**

Appendix A

Classification	Full Payment	Per Month (for pro-rated)
Nurse 4	\$8,600	\$238.89
Nurse 7	\$9,600	\$266.67
Nurse ATL (gr 8)	\$9,900	\$275.00
Nurse 9	\$10,200	\$283.33

***MEMORANDUM OF AGREEMENT**

Between:

GOVERNMENT OF BRITISH COLUMBIA

As represented by the BC Public Service Agency

(“Employer”)

And

BRITISH COLUMBIA NURSES’ UNION

(“Union”)

RE: COMMUNITY COMPONENT SERVICE DELIVERY CHALLENGES

To address the Community Component service delivery challenges resulting from ongoing recruitment and retention issues, the Parties agree as follows:

- 1. The Employer will create a new Step 10 to all grids in the salary schedule of the collective agreement for the Community Services Component.**
- 2. The effective date of implementation shall be April 9, 2022.**
- 3. The new Step 10 is only available to current Community Component nurses who were eligible for the 10th step as of April 09, 2022. Current Community Component nurses who were at Step 9, as of April 08, 2022, will move to the new Step 10 on the anniversary date of appointment, for full-time nurses; or after completion of 1736 hours at Step 9 for part-time nurses.**
- 4. Current employees include those on paid or unpaid leaves, WorkSafeBC leave, Short Term Illness and Injury Plan benefits, Long Term Disability benefits, maternity and parental leaves. All other employees no longer employed as of April 01, 2022, are ineligible.**
- 5. The Parties agree that this adjustment constitutes a labour market adjustment and as such shall not be considered a general wage increase.**

***PUBLIC SECTOR WAGE INCREASES LETTER OF AGREEMENT**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 18th Master Public Service Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:

(a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

(b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.

5. This Letter of Agreement will be effective during the term of the BCNU 18th Master Agreement.

COMMUNITY SERVICES NURSES COMPONENT

ARTICLE 6 – OVERTIME

***6.02 Overtime Meal Break and Allowance**

Where an employee is required to commence overtime work within two hours of the end of a regular work day, they shall be deemed to have worked overtime continuously. In addition, they shall be given a meal break of not less than one-half hour and be provided with a meal or ~~\$15.30~~ **\$15.91 effective April 1, 2022, \$16.98 effective April 1, 2023, \$17.49 effective April 1, 2024.**

ARTICE 11 - TERM OF AGREEMENT

*11.01 Expiration of Agreement

This Agreement covers the period from and including April 1, 2019 ~~2022~~ to and including midnight, March 31, 2022 ~~2025~~. All terms and conditions of this Agreement shall remain in full force and effect after March 31, 2022 ~~2025~~ until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

*11.02 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2022~~2025~~ but in any event not later than midnight January 31, 2022~~2025~~.

(b) Where no notice is given by either party prior to January 31, 2022~~2025~~, Clause 11.03 of this Article applies, as if notice has been given.

11.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 11.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

11.04 Changes in Agreement

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

*11.05 Effective Date of Agreement

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

HOSPITAL SERVICES NURSES COMPONENT

ARTICLE 5 – ALLOWANCES

*5.01 Overtime Meal Allowance

(a) An employee who is required to work a minimum of two and one-half consecutive hours overtime before or after, but joined to their scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of ~~\$15.30~~ **\$15.91 effective April 1, 2022, \$16.98 effective April 1, 2023, \$17.49 effective April 1, 2024.**

A meal break of one-half hour with pay at the straight time rates shall be provided.

(b) An employee who is required to work continuously six and one-half or more hours overtime, excluding the overtime meal break in clause (a), shall receive a further meal or allowance and break as in clause (a). This entitlement shall continue upon the completion of every three hours of overtime worked thereafter.

(c) This Clause shall not apply to an employee who is on travel status which entitles them to claim lodging and (or) meals.

HOSPITAL SERVICES COMPONENT

*5.03 Forensic Allowance

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

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

Youth Forensic Psychiatric Services

- Inpatient Assessment Unit

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

- Case Management Services Nurse Case Coordinators only
- Complex Coordinator (if established)

(3) Medium Security – A forensic allowance of ~~\$90 per month effective April 01, 2019, and \$100 per month effective April 01, 2020~~ **\$200 per month effective April 01, 2022:**

(a) (i) Burnaby Youth Custody Services
(ii) Prince George Youth Custody Services
(b) ~~Maples Adolescent Treatment Centre~~

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

(4) Employees assigned to Maples Adolescent Treatment Centre - Crossroads Forensic Treatment Program and there are one or more Youth with the legal status of Unfit to Stand Trial and/or Not Criminally Responsible By Reason of a Mental Disorder (NCRMD):

- i) Effective January 01, 2025, full-time employees who have worked 15 shifts within one full calendar month (from the 1st of the month to the end of the month) shall receive one extra day off per month.
- ii) Full-time, regular part-time and auxiliaries who work less than i) above shall receive the allowance in (3) above on a pro-rata basis in lieu of the one extra day off per month.

(b) Employees entitled to an extra day off shall take the same in conjunction with a regularly scheduled two-day break, and such time shall be posted on the roster at the time the regular schedule of work days is posted.

(c) Where an employee has worked part of a month on one security ward or area and part of a month on another security ward or area, the employee shall receive the allowance appropriate to the ward or area on which the greater length of time was worked. Where an employee has worked an equal amount of time between two security wards or areas, the higher security allowance shall apply.
HC-10

~~(d) Where an employee under (a)(3)(b) has worked a full shift directly as a primary care provider with locked forensic clients, the employees shall receive a 59 cents allowance per hour to a bi-weekly maximum of \$41.40 effective April 1, 2019; and a 66 cents allowance per hour to a bi-weekly maximum of \$46.00 effective April 1, 2020.~~

~~(e)~~(d) (1) Authorized absences of less than five scheduled working days in a month, or 10 days in two months under (a)(2) shall not affect an employee's entitlement to the allowance. Should an employee be on authorized absence for more than five scheduled working days in any month, or 10 days over two months under (a)(2) the allowance shall be reduced on a pro rata basis and shall be the product of a numerator being the actual number of days worked, the denominator being the number of scheduled work days for that employee in the given month, and the multiplicand being the full amount of the appropriate allowance. In such instances, the maximum and combined security allowances shall be converted to a cash payment.

(2) No employee shall suffer any loss of allowance because of absence from their normal work site of five days or less in one month, or 10 days or less in two months under (a)(2), due to temporary assignment by the Employer or due to union business. An employee may combine the absences permitted in sub clauses (1) and (2) without reduction of the allowance; except that an employee may not combine the Employer assignment and union business in the same calendar month under the provisions of sub clause (2) without a prorated reduction in the allowance should the absences in sub clause (2) exceed five working days.

(3) Employee entitled to and who take the security allowances of an additional day off shall not have the day charged against the five days of valid absence permitted in sub clause (1).

~~(f)~~(e) No employee shall suffer loss of Forensic allowance because of absence from work due to a work-related injury. Employees in the maximum or combined security areas who are absent from work more than five days in a single month due to a work related injury shall receive their allowance as extra pay.

(e) (f) Regular part-time and auxiliary employees, and employees who commence or terminate employment during a month shall receive the appropriate allowance on a pro rata basis and converted to cash, except that any such HC-11 employees who work 15 full-time days or more in the month shall receive the full allowance.

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

ARTICLE 9 – TERM OF AGREEMENT

*9.01 Expiration of Agreement

This Agreement covers the period from and including ~~January~~ **April 1, 2019**~~2022~~ to and including midnight, March 31, ~~2022~~**2025**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2022~~**2025** until the Union gives notice of strike and a strike occurs, or until the Employer gives notice of lockout and lockout occurs, or until a new or amended Agreement comes into force, whichever is earliest, and as may be provided by statute.

*9.02 Notice to Bargain

(i) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, ~~2022~~**2025**, but in any event not later than midnight January 31, ~~2022~~**2025**.

(ii) Where no notice is given by either party prior to January 31, ~~2022~~**2025**, Clause 9.03 of this Article applies, as if notice has been given. 9.03 Commencement of Bargaining Where a party to this Agreement has given notice under Clause 9.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining. 9.04 Changes in Agreement Any change deemed necessary in this Agreement may be made by mutual agreement HC-15 at any time during the life of this Agreement. 9.05 Effective Date of Agreement The provisions of this Agreement shall come into full force and effect on the date of signing of the Master Agreement, except where otherwise specified.

9.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 9.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

9.04 Changes in Agreement

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

***9.05 Effective Date of Agreement**

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

**HOSPITAL SERVICES COMPONENT
*MEMORANDUM OF UNDERSTANDING #1 IN CHARGE**

- (a) Effective April 1, 2022, ~~F~~ for the facility specific designations as agreed and listed below, employees classified at the Nurse 4 level only, shall receive a special allowance of ~~\$9.38~~ **\$18.75** per shift worked where such employees are “in-charge”. This allowance will apply when the majority of the shift is worked and shall not be pro-rated.
- (b) Effective April 1, 2022, ~~W~~ where the incumbent of a higher paying position is temporarily absent for three or more hours, employees classified at the Nurse 4 level only and “in-charge” shall receive a special allowance of ~~\$1.25~~ **\$2.50** per hour worked.
- (c) In the circumstances of (b) above, Clause 27.08 (Temporary Substitution) will only apply where the temporary absence is known in advance to exceed 16 consecutive shifts. If the Employer determines that it will not designate an employee pursuant to Clause 27.08, then (a) above will apply.
- (d) Where a position is vacant, the Employer shall determine whether to designate an employee to substitute pursuant to Clause 27.08 or make temporary appointments pursuant to Clause 27.09. However, where an Employer decision in this regard results in non-compliance with the facility designations listed below, then (a) above will apply.
- (e) An employee shall not receive both the “in-charge” special allowance and substitution pay on any given shift.
- (f) “In-charge” means assuming supervisory and/or administrative duties over and above regular clinical duties, but is not a designation pursuant to Clause 27.08 to assume the principal duties of a higher paying position.
- (g) The “in-charge” special allowance payable under (a) and (b) shall be paid according to classification seniority within the facility designations described below.
- (h) Organizational changes or changes to existing staffing models in the affected facilities, may necessitate revision of the facility designations as required. Discussions in this regard will commence at the call of either party.
- (i) The Employer will consult with the Union respecting expected duties for employees who are assigned “in-charge” responsibilities as defined in (g) above.

Facility Designations

1. Nothing in this Memorandum of Understanding is intended to detract from the Employer’s ability to assign nurse supervisors (defined as bargaining unit Nurse Levels 4, 5, 7, 9 or excluded nurse) to any shift in any facility, nor to designate Nurse Level 4 for temporary substitution pursuant to Clause 27.08 - **Temporary Substitution** or make temporary appointments pursuant to Clause 27.09 – **Temporary Appointments**.


2. Inpatient Assessment Unit IAU

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

3. Maples Adolescent Treatment Centre

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

**SIGNED ON BEHALF OF
THE UNION BY:**



Laura Anderson

Senior Labour Relations Officer
– Independent Bargaining

**SIGNED ON BEHALF OF
THE EMPLOYER BY:**



Korina Tsui

Executive Director, BCPSA

Dated this 18th day of September, 2024.