

**MEMORANDUM OF SETTLEMENT**

**for the**

**SEVENTEENTH MAIN AND COMPONENT  
AGREEMENTS**

**between the**

**GOVERNMENT OF THE PROVINCE OF BRITISH  
COLUMBIA**

**represented by the**

**BC PUBLIC SERVICE AGENCY**

**and**

**THE B.C. NURSES' UNION (BCNU)**

**E&OE**

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.

## **ERRORS AND OMMISIONS EXCEPTED**

**Includes explanatory notes. Unless noted in this document, existing articles in the Collective Agreement remain unchanged. All text in bold indicates new language.**

### **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 \$250, effective April 1, 2018 to a maximum of \$300~~ **to a maximum of \$400 effective April 1, 2020**, prorated for regular part-time employees upon application and presentation of a receipt.

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

**(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 12 – POSTINGS, TRANSFERS AND SECONDMENT**

#### **12.01 Postings**

**(i) Any nurse wishing a lateral transfer should make this known to their respective supervisor Personnel Department.**

#### **12.09 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting, for:
- (1) ~~compassionate or medical~~ grounds to regular employees who have completed their probationary periods; ~~or~~. **Compassionates grounds includes care for a family member.**
  - (2) ~~all employees who have become incapacitated by industrial injury or industrial illness.~~

In such cases the Rehabilitation Committee outlined in Clause 19.02 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 13 – LAYOFF AND RECALL OF REGULAR EMPLOYEES**

### **13.10 Severance Pay**

- (a) Severance pay for employees with less than three years' service seniority shall be an amount equal to one week's pay for every year of service as a regular employee or major part thereof to a maximum payment equivalent to three week's pay.
- (b) Severance pay for employees with three or more years of service seniority shall be three weeks current salary for each year of service or major part thereof.

The employee will not receive an amount greater than 12 months' current salary. If the employee's severance entitlement is the result of voluntary resignation pursuant to Clause 13.05, the maximum amount will be twelve months' current salary.

~~Severance pay, if converted to time, shall not exceed the time that would be required to reach the employee's maximum retirement age.~~

**Severance pay may be converted to time at the request of the employee.**

## ARTICLE 14 – HOURS OF WORK

### 14.04 Rest Periods

A rest period is a paid interval which is included in the work day or shift and is intended to give the employee an opportunity to have refreshments and/or a rest:

- (a) Two rest periods of 15 minutes each will be granted during each full work day or shift. One rest period of 15 minutes will be granted during a work day of three and one-half to six hours duration
- (b) These rest periods will be taken away from the area of direct patient care, subject to the employee being readily available for recall.
- (c) Where an employee is called back during a rest period, or is unable to take their rest period(s) according to the foregoing provisions, the rest period will be granted at another time during the work day or shift.
- (d) **An employee unable to take their rest period because the Employer directs them for operational reasons to work through their rest period shall be credited with the missed rest period at straight-time rates if the Employer prevented them from taking the rest period by the end of that workday.**

## ARTICLE 18 – ANNUAL VACATION

### 18.02 Scheduling of Vacation

(c) Once a vacation schedule has been posted it may only be changed by mutual consent. **Employee requests for changes in a previously approved vacation schedule shall not be unreasonably withheld and approval is subject to operational requirements.**

### 18.03 Salary During Vacation Period

(a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position than their regular position for a majority of their regularly scheduled hours in the 60 working days preceding their vacation, in which case they shall receive the higher rate.

~~(b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing. Once per calendar year upon 30 days' written notice, a regular employee receiving a pay cheque as of November 25, 1997 shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the amount of their regular pay cheque issued during the vacation period except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.~~

## ARTICLE 19 – ILLNESS, INJURY, REHABILITATION AND WORKERS COMPENSATION

### 19.02 ~~Rehabilitation Committee~~

~~(a) The Rehabilitation Committee shall review cases submitted to it concerning:~~

~~(1) Regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation.~~

~~(2) All employees who have become incapacitated through industrial injury or industrial illness.~~

~~(3) Employees requesting transfers on compassionate or medical grounds.~~

~~(b) The Committee shall consist of a BCPSA Occupational Health Program physician as chairperson and two members appointed by the Union and two members appointed by the Employer. Each Ministry's representative at the Committee meetings will be recognized as an Employer's representative to the Rehabilitation Committee for that Ministry.~~

~~(c) Following the review of the cases outlined in (a) above, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the BC Public Service Agency and/or the appropriate Deputy Minister or their designee, in accordance with their agreed terms of reference.~~

~~(d) Where the Rehabilitation Committee is unable to decide upon recommendations for a particular case it shall be referred to the Bargaining Principals for final disposition.~~

## ARTICLE 20 - SPECIAL LEAVE

### 20.01 Bereavement Leave

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

**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, ~~and/or~~ 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 ~~\$500~~ **\$510 effective April 1, 2019, \$520 effective April 1, 2020, and \$530 effective April 1, 2021**, per calendar year.

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

(d) Employees in receipt of 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 ~~\$500~~ **\$510 effective April 1, 2019, \$520 effective April 1, 2020, and \$530 effective April 1, 2021** reimbursement, once per calendar year.

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

## 20.14 Special Leave

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

- (1) Attend wedding of employee's child - one day
- (2) Birth or adoption of the employee's child - two days
- (3) Moving household furniture and effects - one day
- (4) Attend funeral as pall-bearer or mourner - maximum one-half day
- (5) Attend their formal hearing to become a Canadian citizen - one day
- (6) Marriage of the employee - three days
- (7) In the case of serious illness or hospitalization of 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 days per calendar year ~~effective September 1, 2017~~ - this may be used in one-half shift increments
- (8) Court appearance for hearing of employee’s child - one day
- (9) Child custody hearing - one day per calendar year
- (10) employee or employee’s child is a victim of domestic violence – three days per calendar year**

(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 days or in one continuous period.**



## **20.19 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to ~~eight~~ **twenty-seven** weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.03 (a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

## **20.20 Leave Respecting Death of Child**

**An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.03(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.**

## **20.21 Leave Respecting Disappearance of Child**

**An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. Notwithstanding Clause 11.03(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.**

## **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** ~~the termination of her pregnancy~~. Such notice will be given at least 10 weeks prior to the expected date of **birth** ~~the termination of the pregnancy~~.

(c) The period of maternity leave **may commence up to thirteen weeks prior to the expected date of birth.** ~~alone or in combination with the leave period of 21.03 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.~~

(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.**

## 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 weeks** 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** ~~mother~~, immediately following the conclusion of leave taken pursuant to Clause 21.01; ~~or 21.03;~~

(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. ~~however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child.~~ Such agreement shall not be unreasonably withheld. **However, the leave must begin:**

- 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 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 ~~two~~ **one**-week waiting period for Employment Insurance Maternity/Parental benefits, shall be paid a leave allowance equivalent to ~~two~~ **one** weeks 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 ~~she~~ **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**

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.

### **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**

**22.09 Provincial Joint Occupational Health and Safety Committee (PJOSH)**

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

- (a) To review reports on matters referred by Occupational Health and Safety Committees or by Ministry Joint Committees and make recommendations to the bargaining principals regarding occupational health and safety matters;
- (b) To monitor and assess results of the Training Program for Occupational Health and Safety Committee members; ~~and~~
- (c) To jointly develop a new or approve an existing training package on risk assessment of violence in the workplace;
- (d) To review and recommend Violence Prevention Programs in accordance with the terms of Appendix 6 – Addressing Workplace Violence;
- (e) To review ministry and employer policies regarding the approval for ergonomic equipment;**
- (f) To make recommendations on appropriate recognition events to mark the April 28th National Day of Mourning to honour workers killed or injured on the job;**
- (g) To make recommendations on corporate critical incident stress management best practices, recognizing that some ministries have effective critical incident stress debriefing management programs in place currently; and**
- (h) To make recommendations to the Principals and to Ministries on matters covered under Part 4 of the Occupational Health and Safety Regulation, under WorkSafe BC that pertain to Work Area Requirements, Indoor Air Quality, Illumination, Occupational Environment Requirements.**

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

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



## 22.11 Occupational First Aid Requirements and Courses

(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

|                       |                                    |
|-----------------------|------------------------------------|
| <del>\$56</del> ..... | <del>effective April 1, 2016</del> |
| <del>\$58</del> ..... | <del>effective April 1, 2018</del> |
| <b>\$59.16</b> .....  | <b>effective April 1, 2019</b>     |
| <b>\$60.43</b> .....  | <b>effective April 1, 2020</b>     |
| <b>\$61.55</b> .....  | <b>effective April 1, 2021</b>     |

### Level 2 Occupational First Aid Certificate

Per biweekly period

|                       |                                    |
|-----------------------|------------------------------------|
| <del>\$44</del> ..... | <del>effective April 1, 2016</del> |
| <del>\$45</del> ..... | <del>effective April 1, 2018</del> |
| <b>\$45.90</b> .....  | <b>effective April 1, 2019</b>     |
| <b>\$46.82</b> .....  | <b>effective April 1, 2020</b>     |
| <b>\$47.74</b> .....  | <b>effective April 1, 2021</b>     |

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 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 10 work days in any month, they shall receive the full monthly allowance.

## ARTICLE 23 – EDUCATION POLICY

### 23.01 Educational Leave and Assistance

(b) The Employer may grant educational assistance in the form of leave (with or without pay), tuition fees, expenses and/or any other monetary aid, for education programs, courses, workshops and/or seminars **including cultural education courses**. At no time, however, will the amount paid in salary together with any additional funding in the form of scholarships, bursaries, grants, etc., exceed 100% of the employee's normal basic salary. This is exclusive of tuition fees and other expenses which may be paid or shared by the Employer and of monies paid to the employee to provide for additional expenses for approved research or relevant courses.

### 23.04 Academic Bonuses

The following bonuses will be paid for the acquisition of the following academic qualifications:

(a) A regular employee who has received a Baccalaureate degree in Nursing from a recognized university in Canada or the United States will receive an additional \$46 bi-weekly. **Effective April 1, 2020 this rate will be \$46.92 bi-weekly.**

(b) A regular employee who has received a Master's degree in Nursing from a recognized university in Canada or the United States will receive an additional-\$57.49 bi-weekly. **Effective April 1, 2020 this rate will be \$58.64 bi-weekly.**

(c) A regular employee who has received a Baccalaureate degree with major in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional \$46 bi-weekly. **Effective April 1, 2020 this rate will be \$46.92 bi-weekly.**

(d) A regular employee who has received a Master's degree in psychology, sociology or in a course of study approved by the Employer from a recognized university in Canada or the United States, the content of which is related to nursing practice will receive an additional \$57.49 bi-weekly. **Effective April 1, 2020 this rate will be \$58.64 bi-weekly.**

(e) CNA/CHA Certification in Nursing Administration, BCHA/BCIT Certificate in Nursing Administration, BCHA/BCIT Certificate in Health Care Management, CHA Certificate in Departmental Management:

- i. \$11.50 bi-weekly
- ii. **\$11.73 bi-weekly effective April 1, 2020**

(f) Successful completion of a post graduate certificate or diploma program of a minimum of one academic year (eight months) or its equivalent from a recognized college or similar educational facility in Canada or the United States, the content of which is related to nursing practice or to the supervision of nurses:

- i. \$23 bi-weekly
- ii. **\$23.46 bi-weekly effective April 1, 2020**

(g) A certificate, diploma or degree substantially similar in content to (c), (d), (e) and (f) above, granted by an educational facility outside Canada or the United States, at the rate equivalent to the appropriate analogous qualification listed above.

(h) These bonuses are not cumulative; the amount shown against the highest qualification will be paid where an employee has more than one such qualification.

(i) Disputes with respect to the application of this Article shall be submitted to the Committee constituted under Clause 23.02 above, which shall determine whether or not the disputed bonus is payable. Such disputes may be referred to the Committee for determination only after Step 2 of the grievance procedure has been exhausted.

## **ARTICLE 25 – HEALTH AND WELFARE**

### **25.02 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan. Employees shall be able to obtain details of the Extended Health Care Plan benefits, by accessing the Benefits Guide at <https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay->

~~[and-benefits/benefits-for-bargaining-unit-employees/bargaining-unit-benefits-guide.pdf](https://www2.gov.bc.ca/gov/content/careers-myhr/all-employees/pay-benefits/benefits/bargaining-benefits)~~<https://www2.gov.bc.ca/gov/content/careers-myhr/all-employees/pay-benefits/benefits/bargaining-benefits>, or contacting MyHR directly at <http://www2.gov.bc.ca/gov/content/careers-MyHR>. In relation to the above clause:

Note: the following seven descriptions will not be included in the Master Agreement but are provided here as a reference.

(1) Coordination of Benefits

- Effective April 1, 2019, allow an employee to be eligible for extended health and dental as both a member and a spouse of another employee covered under the BC Public Service Benefit Plans.

(2) Waiting Period

- Effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of 6 full calendar months of regular employment to the 1<sup>st</sup> of the month following 3 full calendar months from their date of regular employment.

(3) Lifetime Maximum

- Effective April 1, 2019, increase the extended health lifetime maximum from \$500,000 to \$3 million per person, which includes coverage for out of province or out of country medical emergencies.

(4) Chiropractic, Naturopathic, Podiatry and Acupuncture services

- Effective January 1, 2021, increase the maximum annual limit for chiropractic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for naturopathic services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.
- Effective January 1, 2021, increase the maximum annual limit for podiatry services (from the current \$200 for an individual or \$500 for a family) to

\$500 per person.

- Effective January 1, 2021, increase the maximum annual limit for acupuncture services (from the current \$200 for an individual or \$500 for a family) to \$500 per person.

(5) Counselling Services

- Effective April 1, 2019, recognize qualified social worker in addition to registered clinical psychologist and registered clinical counsellor to the current combined maximum of \$500 per family per calendar year for counselling services.

(6) Physiotherapy Services

- Add an annual maximum for physiotherapy services at \$2,000 per year effective January 1, 2020.

(7) Eye Examinations

- Effective January 1, 2020, increase eye examination from the current maximum of \$75 to \$100 maximum every 24 months for adults who are age 19 and older.

**25.03 Dental Plan**

(a) The Employer shall pay the premium for employees entitled to coverage under a mutually acceptable dental plan which provides:

Part A - 100% coverage

Part B - 65% coverage

Part C - 55% coverage

In relation to the above clause:

(1) Waiting Period

- Effective April 1, 2019, for regular employees, reduce the waiting period for extended health and dental from the first day of the month after completion of 6 full calendar months of regular employment to the 1st of the month following 3 full calendar months from their date of regular employment.

## 25.04 Group Life

(a) Employees shall, as a condition of employment, enrol in the ~~group life plan~~ **Employee Basic Life Insurance** of (b) below and shall ~~complete the appropriate payroll deduction authorization form~~ **have the appropriate taxable benefit and, if applicable, premium deducted from their pay. The Employee Basic Life Insurance includes provisions for accidental dismemberment, loss of sight, and an advance payment for terminally ill employees as described in Information Appendix B – Employee Basic Life Insurance.**

(b) For those regular employees hired on or after May 1, 1990 and any auxiliary who, on or after May 1, 1990, qualifies for Clause 25.04, the Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of ~~\$80,000~~ **\$100,000**. The Employer shall pay 100% of the premium as set out above and the employee shall pay the premium for any insurance over the base minimum.

(c) For those employees enrolled in the Group Life Plan under Clause 25.04 prior to May 1, 1990, the Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a \$40,000 minimum. The Employer shall pay 100% for the premium on the \$40,000 base and the employee shall pay the premium for any insurance over \$40,000.

In lieu of this provision, any such employee may opt, in writing, to be covered by the provision of (b) above. Should such an option be exercised, that employee shall not be entitled to the provision of Clause 27.17 of this Agreement and the exercising of the option is irreversible.

(d) **The employer shall offer the following optional plans for employees to purchase through payroll deduction:**

- **Optional Family Funeral Benefit (formerly called Optional Spouse and Dependent Life insurance);**
- **Optional Life Insurance for employee, spouse and dependent children;**
- **Optional Accidental Death and Dismemberment Insurance for employee, spouse and dependent children.**

~~The group life plan of (b) and (c) above shall include the following provisions for accidental dismemberment:~~

- ~~(1) loss of both hands or feet – the principal sum~~
- ~~(2) loss of sight of both eyes – the principal sum~~
- ~~(3) loss of one hand and one foot – the principal sum~~
- ~~(4) loss of one hand or one foot – and sight of one eye the principal sum~~
- ~~(5) loss of one hand or one foot – one half the principal sum~~
- ~~(6) loss of sight of one eye – one half the principal sum~~
- ~~(e) The Employer will implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix B.~~

#### **25.09 Health and Welfare Plans**

**During the life of this agreement, with exception to Article 25.06, the Employer shall revise any benefit in Article 25 should such benefit be revised for the majority of unionized employees in the Public Service. Such revisions shall be on the same basis implemented for the majority of unionized employees in the Public Service.**

#### **25.10 Health and Welfare Plans**

**The Employer will seek the Union's input prior to initiating any procurement process to select a service provider for the Health and Welfare Plans.**

### **ARTICLE 26 - ACCUMULATION OF TIME**

#### **26.03 Requests for Time Off Procedures**

- (f) Once scheduled, an employee's earned day off will not be changed without mutual agreement with the employee.**

### **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 starting the first pay period after the following dates:

**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%                  |

**Note: ~~\*Dates for potential Economic Stability Dividend—reference MOU (New) on ESD~~**

**Salary Grid Change:**

- Elimination of STEP 1 of all classification grids starting the first pay period after April 1, 2020.

**Consequential amendment:**

- Remove step 1 from the grids in Appendix 5

**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¢ per km, effective April 1, 2019.**

| Date          | Rate per km |
|---------------|-------------|
| April 1, 2016 | \$0.53      |
| April 1, 2018 | \$0.54      |

(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: **\$600; effective April 1, 2019 - \$612; effective April 1, 2020 - \$624; and effective April 1, 2021 - \$636.**

### 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.

#### Effective April 1, 2019

| Meal             | Allowance      |
|------------------|----------------|
| <b>Breakfast</b> | <b>\$12.25</b> |
| <b>Lunch</b>     | <b>\$14.25</b> |
| <b>Dinner</b>    | <b>\$24.50</b> |

#### Effective April 1, 2020

| Meal             | Allowance      |
|------------------|----------------|
| <b>Breakfast</b> | <b>\$12.50</b> |
| <b>Lunch</b>     | <b>\$14.50</b> |
| <b>Dinner</b>    | <b>\$25.00</b> |

#### Effective April 1, 2021

| Meal             | Allowance      |
|------------------|----------------|
| <b>Breakfast</b> | <b>\$12.75</b> |
| <b>Lunch</b>     | <b>\$14.75</b> |
| <b>Dinner</b>    | <b>\$25.50</b> |

**27.13 Accommodation, Board and Lodging Allowance**

(c) Employees on travel status who stay in non-commercial lodging shall be entitled to claim ~~\$30.75 (effective April 1, 2016) and \$31.65 (effective April 1, 2018)~~ **\$32.28 (effective April 1, 2019) and \$32.93 (effective April 1, 2020) and \$33.59 (effective April 1, 2021)** 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.

**ARTICLE 29 - AUXILIARY EMPLOYEES**

**29.07 Health and Welfare**

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

| <b>Date</b>              | <b>Rate per hour</b> | <b>Max biweekly</b> |
|--------------------------|----------------------|---------------------|
| <del>April 1, 2016</del> | <del>72¢</del>       | <del>\$50.40</del>  |
| <del>April 1, 2018</del> | <del>74¢</del>       | <del>\$51.80</del>  |
| <b>April 1, 2019</b>     | <b>75¢</b>           | <b>\$52.50</b>      |
| <b>April 1, 2020</b>     | <b>77¢</b>           | <b>\$53.90</b>      |
| <b>April 1, 2021</b>     | <b>79¢</b>           | <b>\$55.30</b>      |

**29.10 Eligibility Requirements for Benefits**

Auxiliary employees will qualify for Short Term Illness and Injury Plan (STIIP), Clauses 20.03, 20.04, 20.06, 20.09, 20.12, 20.13, 20.14, 20.15 and Article 21 as follows:

- (a) An employee shall be entitled to benefits under this Clause after completion of 1827 hours worked in 33 pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:

(1) fail to maintain 1200 hours worked at the straight time rate within the previous 26 pay periods, except as provided under Article 21.

(2) lose seniority in accordance with Clause 29.04(a), (b), (c), (d) or (f).

(c) Benefits will not be paid on layoff **except as provided in Appendix 3, Section 1.10 Benefits Upon Layoff or Separation.**

(d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until their return to work and subject to meeting the eligibility requirements.

(“Return to work” is understood to mean the employee completed at least one-half of a scheduled work day.)

(e) Where there is no established work schedule, the calculation of hours for the purpose of STIIP benefits shall be based on the average number of hours worked during the three month period immediately preceding absence due to illness.

## **29.11 STIIP Entitlement on Layoff**

**(a) Auxiliary employees on layoff and subject to recall and who are unavailable to work due to illness or injury and who call in to their work unit/recall section at the times designated by the ministry, will be eligible for STIIP benefits provided a less senior auxiliary employee is recalled to do the available work. STIIP benefit entitlement will be based on the hours worked by the junior employee replacing the senior employee making the STIIP claim.**

**(b) Auxiliary employees claiming entitlement to STIIP pursuant to this memorandum, may be required to provide the Employer proof of illness for each claim in accordance with Appendix 3, 1.4 criteria**

**(c) STIIP benefits under this memorandum are only payable to one auxiliary employee per recalled position in accordance with (1) above.**

**(d) Auxiliary employees making a STIIP claim must call in to their work unit/recall section on a daily basis, unless the employee making a claim for**

**STIIP provides acceptable medical documentation supporting an extended absence.**

### **29.12 Weekly Indemnity**

(a) 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 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.

(b) The benefit waiting period in each case of illness will be ~~14~~ **7** calendar days. This means that benefits will be paid from the ~~15<sup>th</sup>~~ **8<sup>th</sup>** day of illness.

## **ARTICLE 30 – GENERAL CONDITIONS**

### **30.02 Termination of Employment**

(a) Regular employees who have successfully completed their probationary periods, other than employees affected by layoff under the provisions of Article 13, whose employment is terminated by the Employer, shall be given 28 calendar days' notice or 20 days' pay in lieu of notice except employees whose employment is terminated for just cause.

(b) A regular employee who wishes to terminate their employment shall give the Employer 28 calendar days' notice prior to the effective date of termination.

(c) Unless by mutual agreement to the contrary, the time stated in Clause 30.02 (a) and (b) shall be time scheduled to work and shall not include accrued vacation time.

**(d) A report of all employees who have terminated will be provided to the Union on a semi-annual basis. This will include the record of employment code (ROE) used in Block 16 of the ROE form for each of those employees**

### **30.05 Disclosure of Information**

**The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.**

**No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:**

- (a) An employee shall direct their concern or allegation to the employee's immediate supervisor.**
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.**
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.**
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.**
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to their deputy minister, including the detailed information outlined above.**
- (f) Where an allegation involves the Deputy Minister, the employee shall forward their allegation to the Deputy Minister to the Premier.**
- (g) These procedures do not relieve an employee from the requirements of their Oath of Office, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.**

### **30.12 Previous Policies and Letters of Understanding**

This Agreement voids all previous Agreements, Letters of Understanding, memos **and** policies, ~~or provisions of the Manual of Personnel Administration~~ which in any way alter the terms and conditions contained herein

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.01 Expiration of Agreement**

This Agreement covers the period from and including April 1, ~~2014~~ **2019** to and including midnight, March 31, ~~2019~~ **2022**. All terms and conditions of this Agreement shall remain in full force and effect after March 31, ~~2019~~ **2022** 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, ~~2019~~ **2022**, but in any event not later than midnight January 31, ~~2019~~ **2022**.

(b) Where no notice is given by either party prior to January 31, ~~2019~~ **2022**, 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 13.02 of this Article, the party shall within 30 calendar days after the notice was given commence collective bargaining.

### **13.04 Changes in Agreement**

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

### **13.05 Effective Date of Agreement**

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

## **APPENDIX 3 SHORT TERM ILLNESS AND INJURY PLAN AND LONG TERM DISABILITY**

### **Part 1 – Short Term Illness and Injury Plan**

#### **1.01 Eligibility and Entitlement**

- (a) **Regular** employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) **Regular** employees with less than six months of service who are unable to work because of illness or injury are entitled to six days' coverage at 75% pay in any one calendar year.
- (c) **Regular** employees with three months but less than six months of service will be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days' entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed ~~a maximum weekly benefit of \$413, or the EIC maximum weekly sickness benefit, whichever is higher.~~
- (d) (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, the employee shall be entitled to leave with pay up to 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 benefits 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 by the 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 the employee 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) Pay for a regular part-time employee under this plan shall be based on the part-time percentage of full-time employment at date of present appointment.

**(f) 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) 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 the employee will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short Term Plan Period).

(b) The 75% benefit may be supplemented, **at the employee's option**, at the rate of 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 v** Vacation entitlement;-

5. **Unearned vacation entitlement to a maximum of 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 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** ~~work days~~ 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.

(c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six-month period of benefits under this plan except as provided in (d) below, ~~where the short term plan period shall continue to be as defined in section 1.02(a).~~

(d) 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) 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, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - ~~(1) — where it appears that a pattern of consistent or frequent absence from work is developing;~~
  - (1) where the employee has been absent for six consecutive scheduled days of work;
  - (2) on the 3<sup>rd</sup> (or more) separate absence occurring in a 6 month period which may indicate a pattern of concern;**
  - (3) where at least 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 50% of the cost of the medical assessment. **Effective April 1, 2020, the employee will be reimbursed, upon production of receipt, for 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.

### **1.06 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 ~~without pay~~
- (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) education 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. ~~For maternity leave, the intention is no coverage for normal pregnancy.~~
- (h) not actively engaged in a treatment program where the employee's physician determines it 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 an 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 Entitlement**

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

### **1.09 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.

### **1.10 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(c), 1.01(d), 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 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.

## PART II LONG TERM DISABILITY PLAN

### 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 section 1.03(a) and (c), the employee 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) 70% of the first ~~\$2,300~~ **\$2,700.00** of monthly earnings; and
  - (2) 50% of the monthly earnings above ~~\$2,300~~ **\$2,700.00**.

For the purpose 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 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 month period.

(c) The Long Term Disability benefit payment will be made so 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 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 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 the 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 a 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.

## **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 the employee's own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

(i) in the employee's own occupation, or

(ii) in a job other than the employee's own occupation.

Where accommodation has been made which enables an employee to return to work the employee 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 the employee's 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 the employee's 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% 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) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other illnesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where the employee is at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.~~

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 principle duties of their previous classification, the employee may earn in combination with benefits from this Plan up to 100% of the employee's 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 principle duties of the position they are placed into on rehabilitative employment, the employee may earn, in combination with benefits from the 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 reach 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 the employee's 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)(i) 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 the employee's regular occupation;

(c) ~~Intentionally self-inflicted injury or illness;~~

## 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 ~~accident, sickness or mental or nervous disorder~~ **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 ~~accident, sickness or mental or nervous disorder~~ **illness or injury** with respect to which medical treatment, services or supplies were received. This Article does not apply to present employees who have been continuously employed since April 1, 1987 **for a period of five years immediately preceding this claim.**

## 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, sickness, mental or nervous disorder** is the basis of claim under this Plan.

## 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 Head 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 Head 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 workdays. 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 - Layoff and Recall of the Master Agreement excluding displacement options pursuant to Clauses 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 (2)(c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Ministry will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3.
- (g) Where the Ministry has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

**APPENDIX 5**  
**EFFECTIVE APRIL 14, 2019**  
**(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)**

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

| <b>Grid Level</b> | <b>Step</b> | <b>Annual</b> | <b>Monthly</b> | <b>Bi-weekly</b> | <b>Hourly</b> |
|-------------------|-------------|---------------|----------------|------------------|---------------|
| Interim Permit    | 1           | 60,410.04     | 5,034.17       | 2,315.51         | 33.0787       |

Memorandum of Settlement – 17<sup>th</sup> Main Public Service Agreement

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 4 | 1 | 61,175.50 | 5,097.96 | 2,344.85 | 33.4979 |
|   | 2 | 63,316.64 | 5,276.39 | 2,426.92 | 34.6703 |
|   | 3 | 65,532.41 | 5,461.03 | 2,511.85 | 35.8836 |
|   | 4 | 67,826.18 | 5,652.18 | 2,599.77 | 37.1396 |
|   | 5 | 70,200.04 | 5,850.00 | 2,690.76 | 38.4394 |
|   | 6 | 72,656.87 | 6,054.74 | 2,784.93 | 39.7847 |
|   | 7 | 75,199.80 | 6,266.65 | 2,882.40 | 41.1771 |
|   | 8 | 77,831.95 | 6,486.00 | 2,983.29 | 42.6184 |
|   | 9 | 80,295.30 | 6,691.28 | 3,077.71 | 43.9673 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 5 | 1 | 64,783.38 | 5,398.62 | 2,483.14 | 35.4734 |
|   | 2 | 67,050.81 | 5,587.57 | 2,570.05 | 36.7150 |
|   | 3 | 69,397.54 | 5,783.13 | 2,660.00 | 38.0000 |
|   | 4 | 71,826.45 | 5,985.54 | 2,753.10 | 39.3300 |
|   | 5 | 74,340.68 | 6,195.06 | 2,849.47 | 40.7067 |
|   | 6 | 76,942.82 | 6,411.90 | 2,949.21 | 42.1316 |
|   | 7 | 79,635.50 | 6,636.29 | 3,052.42 | 43.6060 |
|   | 8 | 82,422.88 | 6,868.57 | 3,159.26 | 45.1323 |
|   | 9 | 85,031.03 | 7,085.92 | 3,259.23 | 46.5604 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 7 | 1 | 68,604.95 | 5,717.08 | 2,629.62 | 37.5660 |
|   | 2 | 71,006.20 | 5,917.18 | 2,721.66 | 38.8809 |
|   | 3 | 73,491.21 | 6,124.27 | 2,816.91 | 40.2416 |
|   | 4 | 76,063.62 | 6,338.64 | 2,915.51 | 41.6501 |
|   | 5 | 78,725.77 | 6,560.48 | 3,017.55 | 43.1079 |
|   | 6 | 81,481.06 | 6,790.09 | 3,123.16 | 44.6166 |
|   | 7 | 84,333.14 | 7,027.76 | 3,232.48 | 46.1783 |
|   | 8 | 87,284.62 | 7,273.72 | 3,345.61 | 47.7944 |
|   | 9 | 90,047.22 | 7,503.94 | 3,451.50 | 49.3071 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 8 | 1 | 70,627.65 | 5,885.64 | 2,707.15 | 38.6736 |
|   | 2 | 73,099.87 | 6,091.66 | 2,801.91 | 40.0273 |
|   | 3 | 75,658.19 | 6,304.85 | 2,899.97 | 41.4281 |
|   | 4 | 78,306.25 | 6,525.52 | 3,001.47 | 42.8781 |
|   | 5 | 81,046.93 | 6,753.91 | 3,106.52 | 44.3789 |
|   | 6 | 83,883.36 | 6,990.28 | 3,215.24 | 45.9320 |
|   | 7 | 86,819.45 | 7,234.95 | 3,327.78 | 47.5397 |
|   | 8 | 89,858.07 | 7,488.17 | 3,444.25 | 49.2036 |
|   | 9 | 92,702.33 | 7,725.19 | 3,553.27 | 50.7610 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 9 | 1 | 72,651.40 | 6,054.28 | 2,784.72 | 39.7817 |
|   | 2 | 75,194.06 | 6,266.17 | 2,882.18 | 41.1740 |
|   | 3 | 77,825.95 | 6,485.50 | 2,983.06 | 42.6151 |
|   | 4 | 80,549.93 | 6,712.49 | 3,087.47 | 44.1067 |
|   | 5 | 83,369.14 | 6,947.43 | 3,195.53 | 45.6504 |
|   | 6 | 86,286.97 | 7,190.58 | 3,307.37 | 47.2481 |
|   | 7 | 89,307.07 | 7,442.26 | 3,423.13 | 48.9019 |
|   | 8 | 92,432.82 | 7,702.74 | 3,542.94 | 50.6134 |
|   | 9 | 95,358.48 | 7,946.54 | 3,655.08 | 52.2154 |

**APPENDIX 5**  
**EFFECTIVE APRIL 12, 2020**  
**(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)**

3. Effective **April 12, 2020** there will be a **2%** increase to all grids and steps on 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.**

| Grid Level     | Step | Annual               | Monthly             | Bi-weekly           | Hourly             |
|----------------|------|----------------------|---------------------|---------------------|--------------------|
| Interim Permit | 1    | 62,385.52            | 5,198.79            | 2,391.23            | 34.1604            |
| 4              | 4    | <del>62,399.08</del> | <del>5,199.92</del> | <del>2,391.75</del> | <del>34.1679</del> |
|                | 2    | 64,583.02            | 5,381.92            | 2,475.46            | 35.3637            |
|                | 3    | 66,843.13            | 5,570.26            | 2,562.09            | 36.6013            |
|                | 4    | 69,182.82            | 5,765.24            | 2,651.77            | 37.8824            |
|                | 5    | 71,604.17            | 5,967.01            | 2,744.58            | 39.2083            |
|                | 6    | 74,110.05            | 6,175.84            | 2,840.63            | 40.5804            |
|                | 7    | 76,703.85            | 6,391.99            | 2,940.05            | 42.0007            |
|                | 8    | 79,388.70            | 6,615.73            | 3,042.96            | 43.4709            |
| 5              | 4    | <del>66,078.98</del> | <del>5,506.58</del> | <del>2,532.80</del> | <del>36.1829</del> |
|                | 2    | 68,391.80            | 5,699.32            | 2,621.45            | 37.4493            |
|                | 3    | 70,785.49            | 5,898.79            | 2,713.20            | 38.7600            |
|                | 4    | 73,262.93            | 6,105.24            | 2,808.16            | 40.1166            |
|                | 5    | 75,827.51            | 6,318.96            | 2,906.46            | 41.5209            |
|                | 6    | 78,481.57            | 6,540.13            | 3,008.19            | 42.9741            |
|                | 7    | 81,228.25            | 6,769.02            | 3,113.47            | 44.4781            |
|                | 8    | 84,071.46            | 7,005.96            | 3,222.45            | 46.0350            |
| 7              | 4    | <del>69,976.98</del> | <del>5,831.42</del> | <del>2,682.21</del> | <del>38.3173</del> |
|                | 2    | 72,426.24            | 6,035.52            | 2,776.09            | 39.6584            |
|                | 3    | 74,961.08            | 6,246.76            | 2,873.25            | 41.0464            |
|                | 4    | 77,584.88            | 6,465.41            | 2,973.82            | 42.4831            |
|                | 5    | 80,300.26            | 6,691.69            | 3,077.90            | 43.9700            |
|                | 6    | 83,110.60            | 6,925.88            | 3,185.62            | 45.5089            |
|                | 7    | 86,019.81            | 7,168.32            | 3,297.13            | 47.1019            |
|                | 8    | 89,030.26            | 7,419.19            | 3,412.52            | 48.7503            |
|                | 9    | 91,848.16            | 7,654.01            | 3,520.53            | 50.2933            |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 8 | 4 | 72,040.12 | 6,003.34 | 2,761.29 | 39.4470 |
|   | 2 | 74,561.91 | 6,213.49 | 2,857.95 | 40.8279 |
|   | 3 | 77,171.37 | 6,430.95 | 2,957.97 | 42.2567 |
|   | 4 | 79,872.39 | 6,656.03 | 3,061.50 | 43.7357 |
|   | 5 | 82,667.86 | 6,888.99 | 3,168.65 | 45.2664 |
|   | 6 | 85,560.90 | 7,130.08 | 3,279.54 | 46.8506 |
|   | 7 | 88,555.95 | 7,379.66 | 3,394.34 | 48.4906 |
|   | 8 | 91,655.36 | 7,637.95 | 3,513.14 | 50.1877 |
|   | 9 | 94,556.49 | 7,879.71 | 3,624.34 | 51.7763 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 9 | 4 | 74,104.31 | 6,175.36 | 2,840.41 | 40.5773 |
|   | 2 | 76,697.85 | 6,391.49 | 2,939.82 | 41.9974 |
|   | 3 | 79,382.43 | 6,615.20 | 3,042.72 | 43.4674 |
|   | 4 | 82,160.95 | 6,846.75 | 3,149.22 | 44.9889 |
|   | 5 | 85,036.51 | 7,086.38 | 3,259.44 | 46.5634 |
|   | 6 | 88,012.78 | 7,334.40 | 3,373.52 | 48.1931 |
|   | 7 | 91,093.14 | 7,591.10 | 3,491.59 | 49.8799 |
|   | 8 | 94,281.51 | 7,856.79 | 3,613.80 | 51.6257 |
|   | 9 | 97,265.61 | 8,105.47 | 3,728.18 | 53.2597 |

**APPENDIX 5**  
**EFFECTIVE APRIL 11, 2021**  
**(ANNUAL, MONTHLY, BI-WEEKLY AND HOURLY RATES)**

4. Effective **April 11, 2021** there will be a **2%** increase to all grids and steps on the salary schedule.

| Grid Level     | Step | Annual    | Monthly  | Bi-weekly | Hourly  |
|----------------|------|-----------|----------|-----------|---------|
| Interim Permit | 1    | 63,633.11 | 5,302.76 | 2,439.05  | 34.8436 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 4 | 4 | 63,647.20 | 5,303.93 | 2,439.59 | 34.8513 |
|   | 2 | 65,874.70 | 5,489.56 | 2,524.97 | 36.0710 |
|   | 3 | 68,179.95 | 5,681.66 | 2,613.33 | 37.3333 |
|   | 4 | 70,566.60 | 5,880.55 | 2,704.81 | 38.6401 |
|   | 5 | 73,036.21 | 6,086.35 | 2,799.47 | 39.9924 |
|   | 6 | 75,592.18 | 6,299.35 | 2,897.44 | 41.3920 |
|   | 7 | 78,237.90 | 6,519.83 | 2,998.85 | 42.8407 |
|   | 8 | 80,976.49 | 6,748.04 | 3,103.82 | 44.3403 |
|   | 9 | 83,539.24 | 6,961.60 | 3,202.05 | 45.7436 |

Memorandum of Settlement – 17<sup>th</sup> Main Public Service Agreement

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 5 | 4 | 67,400.66 | 5,616.72 | 2,583.46 | 36.9066 |
|   | 2 | 69,759.66 | 5,813.31 | 2,673.88 | 38.1983 |
|   | 3 | 72,201.09 | 6,016.76 | 2,767.46 | 39.5351 |
|   | 4 | 74,728.10 | 6,227.34 | 2,864.32 | 40.9189 |
|   | 5 | 77,344.08 | 6,445.34 | 2,964.59 | 42.3513 |
|   | 6 | 80,051.10 | 6,670.93 | 3,068.35 | 43.8336 |
|   | 7 | 82,852.83 | 6,904.40 | 3,175.74 | 45.3677 |
|   | 8 | 85,752.92 | 7,146.08 | 3,286.90 | 46.9557 |
|   | 9 | 88,466.21 | 7,372.18 | 3,390.90 | 48.4414 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 7 | 4 | 71,376.41 | 5,948.03 | 2,735.85 | 39.0836 |
|   | 2 | 73,874.72 | 6,156.23 | 2,831.61 | 40.4516 |
|   | 3 | 76,460.43 | 6,371.70 | 2,930.72 | 41.8674 |
|   | 4 | 79,136.67 | 6,594.72 | 3,033.30 | 43.3329 |
|   | 5 | 81,906.31 | 6,825.53 | 3,139.46 | 44.8494 |
|   | 6 | 84,772.75 | 7,064.40 | 3,249.33 | 46.4190 |
|   | 7 | 87,740.14 | 7,311.68 | 3,363.07 | 48.0439 |
|   | 8 | 90,810.85 | 7,567.57 | 3,480.77 | 49.7253 |
|   | 9 | 93,685.11 | 7,807.09 | 3,590.94 | 51.2991 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 8 | 4 | 73,481.04 | 6,123.42 | 2,816.52 | 40.2360 |
|   | 2 | 76,053.18 | 6,337.77 | 2,915.11 | 41.6444 |
|   | 3 | 78,714.81 | 6,559.57 | 3,017.13 | 43.1019 |
|   | 4 | 81,469.84 | 6,789.15 | 3,122.73 | 44.6104 |
|   | 5 | 84,321.14 | 7,026.76 | 3,232.02 | 46.1717 |
|   | 6 | 87,272.10 | 7,272.68 | 3,345.13 | 47.7876 |
|   | 7 | 90,327.16 | 7,527.26 | 3,462.23 | 49.4604 |
|   | 8 | 93,488.40 | 7,790.70 | 3,583.40 | 51.1914 |
|   | 9 | 96,447.71 | 8,037.31 | 3,696.83 | 52.8119 |

|   |   |           |          |          |         |
|---|---|-----------|----------|----------|---------|
| 9 | 4 | 75,586.44 | 6,298.87 | 2,897.22 | 41.3889 |
|   | 2 | 78,231.90 | 6,519.33 | 2,998.62 | 42.8374 |
|   | 3 | 80,969.97 | 6,747.50 | 3,103.57 | 44.3367 |
|   | 4 | 83,804.05 | 6,983.67 | 3,212.20 | 45.8886 |
|   | 5 | 86,737.27 | 7,228.11 | 3,324.63 | 47.4947 |
|   | 6 | 89,773.02 | 7,481.09 | 3,440.99 | 49.1570 |
|   | 7 | 92,914.95 | 7,742.91 | 3,561.42 | 50.8774 |
|   | 8 | 96,167.25 | 8,013.94 | 3,686.08 | 52.6583 |
|   | 9 | 99,210.82 | 8,267.57 | 3,802.74 | 54.3249 |



**INFORMATION APPENDIX B**  
**~~ADVANCE PAYMENT OF GROUP LIFE BENEFITS~~**  
**EMPLOYEE BASIC LIFE INSURANCE**

**The Employee Basic Life Insurance shall include the following provisions:**

**1. Accidental Dismemberment and Loss of Sight with the following benefits:**

- **Loss of both hands or feet – the principal sum;**
- **Loss of sight of both eyes – the principal sum;**
- **Loss of one hand and one foot – the principal sum;**
- **Loss of one hand or one foot and sight of one eye – the principal sum;**
- **Loss of one hand or one foot – one half of the principal sum;**
- **Loss of the sight of one eye – one half of principal sum.**

**2. Advance Payment of Group Life Benefits for Terminally Ill Employees**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.04 are as follows:

1. Death must be "expected" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the employer must be submitted with the employee's request.

4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

**MEMORANDUM OF UNDERSTANDING #4  
PRE-EMPLOYMENT ELIGIBILITY AND CHECK-OFF  
ADMINISTRATION**

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

**TO Ministry of:**

I currently hold practicing registration as RPN RN both and until this authority is revoked by me in writing, I \_\_\_\_\_ (print name)

**HEREBY AUTHORIZE** the Government of the Province of British Columbia to deduct from my wages **and payable to the British Columbia Nurse' Union, the amount of the regular dues payable to the Union by a member of the Union.**

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

Mailing Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Home telephone \_\_\_\_\_ Work telephone \_\_\_\_\_

**Nursing Registration Number** \_\_\_\_\_ **or Social Insurance No.** \_\_\_\_\_

Job classification \_\_\_\_\_

**Employment Site / location address:** \_\_\_\_\_

**Home Email (optional)** \_\_\_\_\_

Employment Status Regular  Full-Time  Casual Auxiliary

Regular Part-Time  On-Call Auxiliary

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING #7  
REVISIONS OF BENEFITS**

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

1. Clause 15.03 – 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 – Leave for Medical and Dental Care**
5. **Clause 21 – Maternity/Parental/Adoption Leave**
6. Clause ~~22.12~~ **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 ~~27.17~~ **27.16** – Relocation Expenses
17. Clause ~~27.22~~ **27.19** – Child Care Expenses
- 18. Clause 29.07(a) - Health and Welfare**
- 19. Clause 29.12 – 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 **17<sup>th</sup>** Master Agreement.

## **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~~ **\$25.50 effective April 1, 2019, \$26.00 effective April 1, 2020, and \$26.50 effective April 1, 2021** 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~~ **\$30.60 effective April 1, 2019, \$31.20 effective April 1, 2020, and \$31.80 effective April 1, 2021** per day up to 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 ~~\$60,000~~ **\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;**

(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) ~~\$500~~ **\$510.00 effective April 1, 2019, \$520.00 effective April 1, 2020, and \$530.00 effective April 1, 2021** for a move not exceeding a distance of 240 kilometers;

(2) ~~\$800~~ **\$815.00 effective April 1, 2019, \$830.00 effective April 1, 2020, and \$850.00 effective April 1, 2021** for a move which exceeds a distance of 240 kilometers;

(3) ~~\$250~~ **\$255.00 effective April 1, 2019, \$260.00 effective April 1, 2020, and \$265.00 effective April 1, 2021** 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) 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) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of ~~\$5,000~~ **\$5,100 effective April 1, 2019, \$5,200 effective April 1, 2020, and \$5,300 effective April 1, 2021;**

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of ~~\$60,000~~ **\$61,000 effective April 1, 2019, \$62,500 effective April 1, 2020, and \$63,500 effective April 1, 2021;**

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of ~~\$600~~ **\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021** 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 ~~\$2,500~~ **\$2,550 effective April 1, 2019, \$2,600 effective April 1, 2020, and \$2,650 effective April 1, 2021** 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.

## **2.07 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 - ~~\$600~~; **\$610 effective April 1, 2019, \$620 effective April 1, 2020, and \$635 effective April 1, 2021**;
  
- (b) when the employee is moving to rental accommodation in the new location - ~~\$300~~; **\$305 effective April 1, 2019, \$310 effective April 1, 2020, and \$315 effective April 1, 2021**;
  
- (c) when an employee is moving with a mobile home - ~~\$200~~; **\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$210 effective April 1, 2021**;
  
- (d) When the employee is moving to room and board - ~~\$150~~ **\$153 effective April 1, 2019, \$156 effective April 1, 2020, and \$159 effective April 1, 2021**.

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.

## 2.10 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 ~~\$8,900~~ **\$9,075 effective April 1, 2019, \$9,255 effective April 1, 2020, and \$9,440 effective April 1, 2021**, 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 ~~\$2,000~~ **\$2,040 effective April 1, 2019, \$2,080 effective April 1, 2020, and \$2,120 effective April 1, 2021**.
- (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 ~~\$1,050~~ **\$1,070 effective April 1, 2019, \$1,090 effective April 1, 2020, and \$1,110 effective April 1, 2021**;
- (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 ~~\$15,000~~ **\$15,300 effective April 1, 2019, \$15,600 effective April 1, 2020, and \$15,900 effective April 1, 2021**. 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 ~~\$200~~ **\$205 effective April 1, 2019, \$208 effective April 1, 2020, and \$212 effective April 1, 2021** 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**

For the term of the ~~17<sup>th</sup>-16<sup>th</sup>~~ Nurses Master Agreement:

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

**Effective April 1, 2019** ~~January 1, 2018~~ when working afternoon shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of **50 40** cents per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed **\$2.10 1.90** per hour.

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

**Effective April 1, 2019** ~~January 1, 2018~~ when working night shift, as defined in the Master Agreement, the employee will receive a recruitment and retention supplemental payment of **\$1.85 \$1.75** per hour worked, less any ongoing increases in Clause 15.03, such that the total shift differential and supplemental payment does not exceed **\$3.55 3.35** per hour.

3. In addition to any other premiums or incentives received, ~~effective January 1, 2018 an employee will receive a recruitment and retention supplemental payment of \$1.60 per hour worked between 2300 hours Friday and 2300 hours Sunday.~~ **E**-effective January 1, 2019 an employee will receive a recruitment and retention supplemental payment of \$1.70 per hour worked between 2300 hours Friday and 2300 hours Sunday.

4. 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.

**MEMORANDUM OF UNDERSTANDING #17**  
**Between**  
**The British Columbia Nurses Union**  
**and**  
**Maples Adolescent Treatment Centre**

**RE: EXTENDED WORK DAY/COMPRESSED WORK WEEK**

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

- Employees working a 7.78 hour shift pattern will take stats on the Calendar stat dates or on another mutually agreed upon date. As stats are paid at 7 hours per stat x 12 stats = 84 hours, the Regular Full Time employee would owe 9.36 hours per year ( $7.78 \times 12 = 93.36 - 84 = 9.36$ ). Employees will be scheduled to work one stat plus 1.58 hours. Or if a stat falls on a scheduled day off, they may elect to not take a day in lieu, they would then owe the balance of 1.58 hours.
- Employees working a 8.75 hour shift pattern will take stats on the Calendar stat or on another mutually agreed upon date. As stats are paid at 7 hours the Regular Full Time employee would owe 21.00 hours per year ( $8.75 \times 12 = 105 - 84 = 21.00$ ). Employees will be scheduled to work two stats plus 3.5 hours. Or if any stat falls on scheduled days off, they may elect to not take that day in lieu, they would then owe the balance.
- For those working 11.25 hours, stats are to be indicated as the calendar stat or on another mutually agreed date but must be identified for the purposes of potential overtime. ~~and paid at 7.0 hours to make up the annual FTE of 1827 hours.~~ **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 ( $1.25 \times 52.2 = 65.25$ ;  $84 - 65.25 = 18.75$ ). The remaining 18.75 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 hours off, the employee shall be paid at double time rates for all hours that fall short of 18.75.**
- For those working 11.50 hours, stats are identified on a schedule day off for purposes of overtime and paid as per the Collective Agreement. If a stat falls

on a scheduled day the employee needs to work another day to maintain the FTE hours.

**MEMORANDUM OF UNDERSTANDING #18  
RE: BASELINE STAFFING INFORMATION**

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

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

**The parties agree that data on overtime hours, hours worked by auxiliary employees and hours worked by part-time employees above their normal FTE will be provided to the Union every six (6) months.**

**MEMORANDUM OF UNDERSTANDING #20  
RE: ECONOMIC STABILITY DIVIDEND**

Delete MOU.

**MEMORANDUM OF UNDERSTANDING #21  
RE: ASSISTANT TEAM LEAD**

**The Assistant Team Lead, classification grid level 8, position is listed in Appendix 5 Wage Schedule. The parties recognize this classification was originally restricted to the Community Services Component Agreement. Effective April 1, 2019 the parties agree that the Assistant Team Lead classification can be utilized within both the Hospital and Community Services Component Agreements. To be clear, the Employer continues to reserve the right to determine staffing needs related to the Assistant Team Lead position.**

**MEMORANDUM OF UNDERSTANDING #22  
RE: MENTAL HEALTH**

**The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace including taking steps to mitigate mental injury and, as such, will continue to adhere to all applicable statutes, policies, guidelines, and regulations pertaining to the promotion of mental health and mitigation of mental injury. Mental health will continue to be incorporated into the Employer's Occupational Health and Safety Program.**

**The Employer and union will strive to align with the aspirations and principles of the National Standard of Canada on Psychological Health and Safety in the Workplace through an ongoing process of continual improvement.**

**The Employer will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.**

**HOSPITAL SERVICES COMPONENT**

**ARTICLE 3 – SHIFT AND ROTATION**

**\*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 ~~10~~ **11** 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. ~~Effective January 1, 2018 the surplus time off will be the equivalent of 11 working days per year.~~

**ARTICLE 5 - ALLOWANCES**

**5.03 Forensic Allowance**

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

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

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 ~~\$80.00~~ **\$90** per month, **effective April 1, 2019, and \$100 per month effective April 1, 2020:**

(a) (i) Burnaby Youth Custody Services

- (ii) Prince George Youth Custody Services

(b) Maples Adolescent Treatment Centre

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

(d) Where an employee under (a)(3)(b) has worked a full shift directly as a primary care provider with locked forensic clients, ~~the employee shall receive a \$4.00 allowance per shift to a monthly maximum of \$80.00. Effective the first full pay period following date of ratification of the 16th Master Agreement, the employees shall receive a 53 59 cents allowance per hour to a bi-weekly maximum of \$36.80.~~ **\$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.**

**MEMORANDUM OF AGREEMENT**  
**Between:**  
**GOVERNMENT OF BRITISH COLUMBIA**  
**And:**  
**BC NURSES' UNION**

**RE: REVIEW OF BARGAINING STRUCTURE AND SERVICE  
DELIVERY CHALLENGES**

1. The Public Service Agency (“PSA”) is the bargaining agent for the Government of British Columbia (“the government”) in respect of bargaining units of employees of the created under s. 4 of the *Public Service Labour Relations Act* (“PSLRA”).
2. The BC Nurses Union (“BCNU”) is the bargaining agent for a bargaining unit of nurses employed by the government under s. 4(a) of the PSLRA.
3. The collective agreement between the PSA and the BCNU expired on March 31, ~~2019~~2014 and the parties have been bargaining in good faith in an effort to conclude a renewal agreement.
4. The parties have identified two major issues that they agree require an independent review following renewal of the collective agreement:
  - (a) The effects of the bargaining structure created by s 4(a) of the PSLRA on work opportunities for public service nurses;
  - (b) The challenges facing government in recruiting and retaining nurses because of the difference in work opportunities and compensation between nurses employed by government and nurses employed by health **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) ~~If necessary,~~ The review will be conducted with the assistance of a facilitator (**Corinn Bell** ~~David McPhillips~~) agreed by the parties.
  - (c) The facilitator will issue recommendations with reasons within nine (9) months of the date of ratification of the renewed collective agreement.
  - (d) The parties and the facilitator may focus on:
    - (i) Changes in the PSA/BCNU collective agreement intended to improve working opportunities and recruitment and retention opportunities for government-employed nurses.



- (ii) The facilitator may also recommend changes required in the collective agreement to meet these work opportunity and recruitment/retention objectives.
- (iii) Adjustments to compensation that might contribute to meeting these objectives;
- (iv) The parties, by agreement, may examine other issues.

**MEMORANDUM OF AGREEMENT  
RE: EARLY RETIREMENT INCENTIVE PLAN - FOR LTD EMPLOYEES**

**A. Early Retirement Incentive Plan (ERIP)**

- 1. 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 pre-retirement 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.**

- 3. Employees who receive the ERIP will not be eligible for benefits from Article 27.15 Retirement Allowance.**
- 4. The Employer will consult with the Union with respect to timing and duration of the program.**
- 5. The cost of ERIP shall be borne by the Employer and shall not be charged to the Public Service Pension Plan.**

**B. Miscellaneous**

- 1. ERIP is voluntary and employees are entitled to remain on LTD provided they continue to meet the provisions of the LTD Plan.**
- 2. 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.**
- 3. 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) *Cessation of Benefits*.**
- 4. The Employer will notify the union of employees who have been offered ERIP.**
- 5. This Memorandum shall remain in effect during the term of the Agreement.**

**LETTER OF UNDERSTANDING #1  
RETENTION PAYMENTS**

**The intention of this letter is to recognize that an annual payment will be made in each year of the 17<sup>th</sup> Master collective agreement. Upon contract ratification, the Parties agree that the Employer will provide a retention payment to all regular and auxiliary employees as noted below.**

**Eligibility**

**Regular employees will receive a payment allocated to the term year if they are an employee on April 1 of the year in the term of the agreement and an employee at the time of ratification of this agreement on the following basis:**

|                       |              |
|-----------------------|--------------|
| <b>April 1, 2019:</b> | <b>\$225</b> |
| <b>April 1, 2020:</b> | <b>\$300</b> |
| <b>April 1, 2021:</b> | <b>\$740</b> |

**Auxiliary employees will receive a payment allocated to the term year if they are an employee recalled or with recall rights on April 1 of the year in the term of the agreement and an employee recalled or with recall rights at the time of ratification of this agreement on the following basis:**

|                       |              |
|-----------------------|--------------|
| <b>April 1, 2019:</b> | <b>\$100</b> |
| <b>April 1, 2020:</b> | <b>\$100</b> |
| <b>April 1, 2021:</b> | <b>\$100</b> |

**For greater clarity, regular and auxiliary employees who meet the above conditions will receive the payment allocated to the year under the following circumstances:**

- **Employees on a leave of absence with or without pay at April 1 of the year in the term of the agreement and/or at the time of ratification;**
- **Employees who are on LTD at April 1 of the year in the term of the agreement and/or at the time of ratification; and**
- **Employees on paid absence prior to retirement at the time of ratification as long as they were also employees on April 1 of the year in the term of the agreement.**

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

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Carolyn Bleich  
Servicing Coordinator/Negotiator

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Dan Desmaris  
Labour Relations Officer

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Christine Brisebois  
Bargaining Committee Member

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Colleen Turnley  
Bargaining Committee Member

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Larry Egan  
Bargaining Committee Member

---

Kevin Murray  
Bargaining Committee Member

---

Lisa Isaac  
Bargaining Committee Member

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

---

Andrew Phillips, BCPSA  
Director

---

Danielle Crowe, BCPSA  
Senior Labour Relations Specialist

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Todd Riddell, BCPSA  
Compensation Specialist

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Dillon Halter, MCFD  
Executive Director

---

Agnes Tao, MCFD  
Director

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Tom Jensen, MCFD  
Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.