

## Settlement Agreement

THIS SETTLEMENT AGREEMENT MADE THIS 25<sup>th</sup> DAY OF JANUARY, 2008

BETWEEN:

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA  
("GOVERNMENT")

AND

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA ("HEABC")

AND

NURSES' BARGAINING ASSOCIATION ("NBA")

WHEREAS:

- A. The parties have met and considered the decision of the Supreme Court of Canada dated June 8, 2007 in the matter of *Health Services and Support – Facilities Subsector Bargaining Association v. British Columbia* (the "Decision").
- B. The parties have resolved all issues arising from the Decision which affect members of the NBA.
- C. It has been agreed to enter into this Settlement Agreement.

THEREFORE, the parties agree as follows:

### **1. Effect of Agreement**

- 1.1. The responsibilities which arise under this Settlement Agreement will be the responsibility of the party identified as bearing the responsibility.
- 1.2. This Settlement Agreement will amend the provisions of the Collective Agreement between HEABC and the NBA, which is in effect for the term of April 1, 2006 to March 31, 2010 (the Collective Agreement) in the manner established in this Settlement Agreement.
- 1.3. This Settlement Agreement will come into effect on February 1, 2008, provided it has been approved by the NBA, by HEABC, and by the Government.

## **2. Contracting Out**

- 2.1. Article 6.02 of the Collective Agreement will be amended by deleting the current provision and substituting

“The Employer agrees not to contract out bargaining unit work, other than non-clinical services, to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

‘Non-clinical services’ means services other than medical, diagnostic or therapeutic services provided by a designated health services professional to a person who is currently admitted to a bed in an inpatient unit in an acute care hospital (as defined in the current Health Sector Labour Adjustment Regulation), and includes any other services designated by regulation.”

## **3. Consultation**

- 3.1. The Government, through the Deputy Minister of Health and HEABC, will arrange a meeting on an annual basis between the Leadership Council and the leadership of the NBA. The purpose of such an annual meeting will be to discuss, on a confidential basis, developments and potential initiatives which significantly affect the health sector and which may have an impact on the members of the NBA.
- 3.2. The Government and HEABC will arrange a meeting two times a year between the leadership of each Health Authority and the leadership of the NBA. The purpose of such meetings will be to discuss, on a confidential basis, developments and potential initiatives which may arise within the Health Authority and which may have a significant impact on the membership of the NBA.

## **4. Section 54 of the Labour Relations Code**

- 4.1. In circumstances where a member of HEABC provides notice of a change under Section 54 of the Labour Relations Code, the parties will meet in good faith and endeavor to develop an adjustment plan which may include, among other alternatives and mitigation options, provisions relating to:
- (a) Secondment;
  - (b) Change by attrition;
  - (c) Voluntary recognition;
  - (d) Enhanced severance;
  - (e) Retraining.
- 4.2. These additional considerations will be adopted as part of the normal operation of Section 54 of the Labour Relations Code.

## **5. Funding Arrangement**

- 5.1. The Government will pay to the NBA on [date to be finalized] the amount of two million dollars (\$2,000,000.00) for the following purposes:
- a) Two hundred thousand dollars (\$200,000.00) of the two million dollars referenced above will be used to compensate individual members who may have been directly affected as a result of the implementation of the Health and Social Services Delivery Improvement Act.
  - b) One million eight hundred thousand dollars (\$1,800,000.00) of the two million dollars referenced above will be used to fund clinical education of members through upgrading and training for current members including specialty training, the training of other Nurses to become RN's, and refresher training.
- 5.2. The sole obligation of the Government will be to make the payment under Clause 5.1. All of the funds will be administered by the NBA provided that the funding is applied to the specific purposes identified in Clause 5.1 and is consistent with the usual requirements of the Financial Administration Act as outlined in the transmittal letter from Government.

## **6. Portability – Long Term Disability**

- 6.1. In resolution of the disagreement with respect to Long Term Disability, Article 51.02 (D) of the Collective Agreement will be amended to read:
- “(D) Medical, Dental, Extended Health Care, and Long-Term Disability Insurance Plan Coverage
    - i) Coverage for Medical, Dental, and Extended Health Care shall be effective on the first day of the month following the initial date of regular employment.
    - ii) Coverage for Long Term Disability shall be effective on the initial date of regular employment at “B”.”

## **7. Salary on Promotion**

- 7.1. In resolution of the disagreement with respect to Salary on Promotion, Article 18.06 of the Collective Agreement will be amended to read:
- “A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars (\$200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.  
The employee shall receive the new pay rate from the first day worked (including orientation) in the position.”

## **8. Seniority**

- 8.1 The Collective Agreement will be modified to provide that seniority will be credited for regular employees on the basis of seniority accrued with previous Employers that were certified to one of the constituent Unions of the NBA. This change is intended to resolve the disagreement with respect to portability of seniority arising from the last Collective Agreement.
- 8.2 Seniority within Clause 8.1 will be considered to be lost if a break in employment of six (6) calendar months has occurred.
- 8.3 The Agreement under Clauses 8.1 and 8.2 will be implemented on the following basis:
- (a) The agreement will only be implemented if the NBA approve the agreement.
  - (b) The change arising from this agreement will be effective on a date established by the parties which will be no earlier than June 2009.
  - (c) This agreement will not affect service.
  - (d) There will be no resulting cost to the members of HEABC or the Government arising from the implementation of this agreement. Specifically, new seniority rankings will be used only for seniority related purposes such as bidding on internal postings, shift schedule selection, layoff and bumping, and the selection of annual vacation.
  - (e) The NBA will pay the reasonable costs of the members of HEABC in the implementation of the new seniority lists.
- 8.4 Any provision of the Collective Agreement which defines seniority or the application of seniority will be deemed to be amended due to the implementation of the agreement made under Clauses 8.1 and 8.2.
- 8.5 The NBA will save harmless HEABC and its members from any consequences related to this seniority re-adjustment.

## **9. Letter of Commitment**

- 9.1 The Government, through the Deputy Minister of Health, will provide a letter to the NBA regarding:
- (a) Three (3) year BSN program;
  - (b) Tuition costs; and
  - (c) IEN Assessment Service.

This letter will be provided to the NBA on the date of implementation of this Settlement Agreement.

## 10. Resolution

- 10.1. This Settlement Agreement will exist as a separate agreement and will not form part of the Nurses Subsector Collective Agreement. Notwithstanding the foregoing, any amendments to the NBA Collective Agreement arising from this Settlement Agreement will be deemed to be part of the NBA Collective Agreement.
- 10.2. This Settlement Agreement will resolve all outstanding grievances and claims by the NBA and each of the member Unions of the NBA Association on their own behalf and on behalf of their individual members or former members with respect to the *Health and Social Services Delivery Improvement Act* including:
  - (a) Every grievance filed by a member or former member of the NBA between January 28, 2002 and the date of a concluded Settlement Framework relating directly or indirectly to the application, interpretation, operation, constitutionality of, or in any way engaging, the *Health and Social Services Delivery Improvement Act* or relating to the impact of Health Sector Employer or Government of British Columbia actions taken pursuant to the *Health and Social Services Delivery Improvement Act*.
  - (b) Any claim by the NBA, a constituent member of the NBA or any member or former member of any of the constituent Unions of the NBA in relation to the *Health and Social Services Delivery Improvement Act*.
  - (c) Any claim by the NBA or any of its constituent Unions for damages or any other form of relief pursuant to or related in any fashion to the decision on June 8, 2007 of the decision of the Supreme Court of Canada in the Health Services case.
- 10.3. The NBA and each of its constituent Unions agree that they will not initiate any new claims or grievances in respect of the *Health and Social Services Delivery Improvement Act*.
- 10.4. This Settlement Agreement is entered into on a strictly without prejudice basis to the position of the Government and HEABC that the *Health Services* decision has no retrospective effect. This Settlement Agreement is likewise entered into on a strictly without prejudice basis to the position of the NBA that the *Health Services* decision does have retrospective effect.
- 10.5. It is understood that the Government will be enacting legislation or amendments to the *Health and Social Services Delivery Improvement Act* to implement the terms of this Settlement Agreement.

**SIGNATURES OF THE PARTIES**

Signed on behalf of

**HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**NURSES' BARGAINING ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

# HEABC

Health Employers  
Association of BC



January 25, 2008

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The NBA has raised concerns regarding the operation of Leave and Classification provisions of the Provincial Collective Agreement.

Leave: The NBA is concerned about the ability of its officers, stewards and members to have the opportunity to attend union development sessions. Concurrently, the employer is challenged with scarce nursing resources and the need to maintain patient care services.

Classification: In the current environment of change in health care, the process for the establishment of job descriptions as set out in Article 23 of the Collective Agreement is proving to be a significant administrative challenge to the NBA. At the same time, Employers have legitimate need for certainty in the establishment of these documents to enable them to plan and structure for the provision of evolving health services.

The Parties are agreed that within 45 days of the date of signing of this agreement, the Parties will meet with the intention of resolving the above noted challenges. Lee Doney will facilitate these discussions and make recommendations as needed.

## HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

Per: \_\_\_\_\_

## NURSES' BARGAINING ASSOCIATION

Per: \_\_\_\_\_