

SETTLEMENT AGREEMENT

BETWEEN:

HEALTH EMPLOYERS' ASSOCIATION OF BRITISH COLUMBIA

(“HEABC”)

AND:

NURSES BARGAINING ASSOCIATION

(“NBA”)

(Collectively the “Parties”)

Re: LPN Service and Service-Related Benefit Disputes

Whereas:

- A. A number of disputes have arisen with respect to the proper application/calculation of service and service-related benefits arising from the integration of licensed practical nurses (LPNs) into the Nurses Bargaining Association (NBA) from the Facilities Bargaining Association (FBA) and/or Community Bargaining Association (CBA).
- B. LPNs integrated into the NBA on April 15, 2013, and transitioned into the NBA Collective Agreement effective May 20, 2016.
- C. The Parties have previously agreed, as reflected at Appendix EE.3 of the 2014-2019 NBA Collective Agreement, that LPNs who lost service with their employer as a result of resigning from or being terminated (without cause) from an LPN position between April 15, 2013 and May 20, 2016 would have full reimbursement of that lost service reinstated on a retroactive basis.
- D. The Parties have a desire to resolve all outstanding grievances and to confirm the principles to be applied to LPNs that were integrated into the NBA Collective Agreement effective May 20, 2016.

Therefore, the Parties agree, on a without prejudice or precedent basis, to the following:

General

- I. For the purposes of this without prejudice or precedent agreement, an LPN's continuous, regular service under the CBA, FBA and NBA Collective Agreements with the same employer will be credited toward an employee's eligibility for service entitlements/accruals as described in this agreement.

2. For clarity, continuous, regular service with the same employer for the purposes of this agreement includes any service previously ported, transferred, or otherwise recognized by the employer under the applicable Provincial Agreement. For clarity, this includes continuous regular service frozen during a period of casual status with the same employer, if the employee continued to hold status with the same employer on May 20, 2016. Such frozen banks can be accessed if the employee obtains regular employment with the same employer.
3. Any service entitlements/accruals determined under this agreement is limited to the purposes of resolving all outstanding grievances respecting the application/calculation of service and service-related benefits arising from the integration of LPNs into the NBA from the FBA and/or CBA, and for applying on a go-forward basis the application/calculation of service and service-related benefits arising from the integration of LPNs into the NBA Collective Agreements from the FBA and/or CBA Collective Agreements effective May 20, 2016.
4. This agreement is without prejudice or precedent to the parties' positions and/or interpretations of any agreements between the parties and will not be referenced by either party in any future proceedings unless those proceedings relate specifically to the application/calculation of service and service-related benefits described in this agreement arising from the integration of LPNs into the NBA from the FBA and/or CBA.

Vacation Entitlement

5. Service for the purposes of an LPN's vacation entitlements is based on continuous, regular service with the same employer under the CBA, FBA and NBA Collective Agreements.

Sick Leave Payout

6. LPNs who were hired by a health sector/health authority employer under the FBA Provincial Agreement prior to May 20, 2016 and who had FBA status at the employer immediately preceding integration to the NBA Provincial Agreement, will be eligible to receive sick leave payout in accordance with NBA Article 42.11, including those FBA sick leave accruals that existed at the time of integration into the NBA Collective Agreement.
7. LPNs who were hired by a health sector/health authority employer under the CBA Provincial Agreement prior to January 1, 2013 and who had CBA status at the employer immediately preceding integration to the NBA Provincial Agreement, will be eligible to receive sick leave payout in accordance with NBA Article 42.11, including those CBA sick leave accruals that existed at the time of integration into the NBA Collective Agreement.
8. For clarity, LPNs who were hired by a health sector/health authority employer prior to May 20, 2016 and who had both FBA and CBA status at a single employer immediately preceding integration to the NBA Provincial Agreement, will be eligible to receive sick leave payout in accordance with NBA Article 42.11, including those FBA/CBA sick leave accruals that existed at the time of integration in the NBA Collective Agreement.

Severance

9. If an LPN had CBA status immediately preceding integration to the NBA Provincial Agreement, their continuous, regular service with the same employer under the CBA Provincial Agreement is to be used for severance eligibility purposes only and is not counted towards the calculation of the actual severance amount.
10. If an LPN had FBA status immediately preceding integration to the NBA Provincial Agreement, their continuous, regular service with the same employer under the FBA Provincial Agreement is to be used for both eligibility and calculation of severance entitlement.
11. For clarity, those eligible LPNs that had both FBA and CBA status at a single employer immediately preceding integration to the NBA Provincial Agreement, will be eligible to receive severance in accordance with paras. 9 and 10 above.

LPN Service and Service-Related Benefit Disputes

12. Employers do not have to revisit service and severance calculations for those LPNs who have already retired unless the LPN has previously filed a grievance or applies through the outlined process below.
 - a. LPNs who may be eligible for a 40% sick leave payout (or increased payout) pursuant to paragraphs 7-8 above who have retired since May 20, 2016 and have not previously filed a grievance, may apply to their former employer **no later than 5pm December 1, 2024** to request a payout of their sick bank in accordance with Article 42.11. Any payout will be based on the sick leave balance and appropriate rate of pay that existed at the date of retirement provided the employee did not port their sick bank to another health care employer and provided that information is still available.
13. The terms of this agreement will be applied to all outstanding grievances on a without prejudice and without precedent basis.
14. Arbitrator Ken Saunders remains seized to address any disputes between the parties regarding the interpretation or application of this Settlement Agreement.

Dated this 14 day of March 2024 in the Province of British Columbia:



Erin Cutler (for HEABC)



Deb Charrois (for NBA)

LPN Service and Severance Chart* - Without Prejudice

	Severance Eligibility	Severance Calculation	Vacation Entitlement	40% Sick Payout
CBA to NBA (had CBA status only as of May 20, 2016)	Based on total CBA and NBA continuous, regular service with the same employer	Based on total NBA continuous, regular service (i.e. May 20 2016 forward)	Based on total CBA and NBA continuous, regular service with the same employer	Yes, based on total CBA and NBA accruals with the same employer, except new employees hired after January 1, 2013.
FBA to NBA (had FBA status only as of May 20, 2016)	Based on total FBA and NBA continuous, regular service with the same employer	Based on total FBA and NBA continuous, regular service with the same employer	Based on total FBA and NBA continuous, regular service with the same employer	Yes, based on total FBA and NBA accruals with the same employer, except new employees hired after May 20, 2016
FBA + CBA to NBA (had both FBA and CBA status as of May 20, 2016)	Based on total FBA, CBA, and NBA continuous, regular service with the same employer	Based on total FBA and NBA continuous, regular service with the same employer	Based on total FBA, CBA, NBA continuous, regular service with the same employer	Yes, based on total FBA, CBA and NBA accruals, except new employees hired after May 20, 2016

* This chart is for interpretation purposes only and cannot be used to override any provisions of the collective agreement or this Settlement Agreement.