

memorandum

TO: HSA members covered by the Nurses' Bargaining Association collective agreement
FROM: Board of Directors, Health Sciences Association of BC
SUBJECT: NBA Tentative Agreement 2019-2022
DATE: December 18, 2018

The Nurses Bargaining Association reached a tentative agreement with HEABC on November 25, 2018. The term of the agreement is April 1, 2019 to March 31, 2022.

HSA was represented at the bargaining table by staff negotiator Alyson Warner and member representative Nicole McIntosh, an RPN at St. Paul's Hospital. They report that they had opportunities for input and relations were cordial until the final day of bargaining, when the NBA's chief negotiator asked for the bargaining committee to agree to a tentative agreement without sharing the details of the tentative agreement.

Subsequently, the BC Nurses' Union was unable or unwilling to share the details of the agreement with HSA, a constituent union. HSA retained legal counsel to demand production of the details. When the tentative agreement and green sheets were made available, HSA's committee reported that a number of changes had been made to proposals which had been discussed at the bargaining table – and required time to review the details.

Upon reviewing the details of the proposed agreement, the HSA committee recommended that the HSA Board of Directors recommend to HSA members covered by the agreement to vote "yes" in favour of the agreement, but expressed concern about some of the provisions, including:

- Proposals related to potential future changes to benefits and pension administration:
 - The committee structure negotiated does not guarantee sustainability of existing benefits or adequacy of funding levels.
 - The exploration of alternate pension models will likely prove to be a lengthy and complex process given the fiduciary obligations that arise.
- Caps are being placed on overtime bank accumulation and the use of worked overtime for time off
- Changes are proposed to the casual provisions to require casuals to work at least 50 per cent of their hours in the peak periods of March (spring break); June 15- September 15, and December. There is also more rigorous language proposed to monitor casual availability, and to remove casuals from the register if they do not meet the availability requirements
- A "working short" premium, to be introduced in the second year of the agreement that would pay a \$3 - \$5 per hour premium for every hour worked when staffing is below baseline. There are occupational health and safety concerns related to this provision. The "working short" premium was funded by selling

off the “will replace” language which protected nurses from inadequate backfill.

- Union leave will be more difficult to get during peak periods

Notwithstanding those concerns, after a full canvass of the provisions of the tentative agreement, HSA’s Board of Directors felt that, on the balance the terms and conditions of the proposed agreement, including a two per cent a year general wage increase, leave enhancements, and a commitment to address workload and occupational health and safety concerns collaboratively with employers and all health care workers, are favourable for nurses.

The Board of Directors, therefore, offers qualified support for the tentative agreement, but urges nurses to carefully consider the proposed agreement and implications for their working life.

Following is a summary of changes to the agreement. [The full language is available on the HSA website.](#)

Summary of Changes to the NBA in the 2019 – 2022 tentative collective agreement

Wage increases

2% in each year of the collective agreement

Licensed Practical Nurses will move from five step increment scale to nine step, with some grandparenting. This is a provision applicable to LPNs only

5.02 Union Dues

More information will now be provided electronically to assist the unions in identifying and communicating with their members.

11.03 Regular Part-Time Employees

Part-time nurses will now only hold up to only two (2) positions within the Health Authorities, up to a maximum of 1.0 FTE

11.04 Casual Employees

Casuals will be required to work a total of 400 hours/per year for casual accountability. The employer now may require casuals to work 50% of those hours during the peak vacation periods, defined as March, June 15-September 15, and December.

There is some latitude for managers to provide relief for those casuals with bona fide reasons for having been unable to work the requisite 400 hours.

The term for the agreed availability periods which would trigger the Casual Availability bonus is reduced from 6 months to 3.

In addition to receiving a reimbursement for their benefit premiums if they work 975 hours in a year Oct 1- Sept 30, casuals will now also receive reimbursement if they work 500 hours in the peak vacation period, March, June 15-Sept 15, and December.

Casuals in temporary appointments will have their status changed to regular for the term of the appointment. Seniority accrued in a temporary and casual positions will not exceed 1950 hours in a year.

13.01 Definitions

Regular employees may transfer to casual, at the employers' discretion. This prevents the problems created by "terminates and is rehired". Banks, excluding vacation, will be frozen until the employee returns to a regular position.

13.06 Seniority Lists

Additional information will now be provided electronically.

16 Employee Evaluations

Employee evaluations are to be provided every year as determined by the performance feedback working group. Letters of expectation will now sunset at 18 months.

17 Vacancy Postings

Temporary positions:

- Temporary positions may extend to twenty months. Provided they do so within 30 days of starting a temporary position, employees may return to their previous positions on 28 days notice.
- Regular employees can apply on permanent positions within a unit in which they are employed in a temporary position. They may also apply on positions that result in an increase of at least .08 FTE, or in a promotion.
- Employees may apply out within the last 8 weeks of the end of their temporary position, an increase from the six weeks currently found in the collective agreement.

Seasonal part time positions permit an employee to hold a .5 FTE position but work a greater FTE for a partial year and take the remainder of the year without pay but with full benefits. Additional shifts may still be picked up in the latter part of the year.

Positions may be posted and hired in advance of known vacancies and will be held on a supernumerary basis, unless the employee has completed orientation, and there are unfilled shifts to cover. Regular "Flex" positions may be posted as .80 FTE, but will be paid as a 1.0 FTE. .4 of the shift will be scheduled at least 6 weeks in advance with the remaining .4 FTE to be scheduled as short notice shifts.

18.01 First Consideration

Clarity has been provided to identify which units/departments do not require interviews for N3 positions.

18.08 Higher Rated Positions

Casuals called in at a higher rate, then reassigned to a lower paid position, will get paid at the higher rate for the whole shift

If a part time or casual employee voluntarily accepts a shift at a lower rate of pay they will be paid at the lower rate of pay.

25 Work Schedules

The employer will develop new master shift rotations with an equitable distribution of evening, night and weekend shifts, wherever possible.

Where a new master rotation is announced employees will have 28 days to prepare their alternates and provide alternate rotations for consideration.

Self-Scheduling: A self-scheduling mechanism may be put in place where the majority of staff in a unit/department wish to do so and the employer will facilitate it, provided there is no additional cost. Master shift rotations and self-scheduling options may run concurrently.

26.07 Paid end of shift work

Nurses working beyond their regular schedule to do handoff will be paid at straight time for the first 15 minutes, and overtime for all time beyond 15 minutes.

27.04 Overtime

Members will now be able to bank 45 straight time hours. All hours in excess of 45 will be paid out in the pay period worked.

Overtime called out with more than 24 hours' notice cannot be cancelled, in areas where automated short call has been brought in to place.

28.01 Evening and Night Shift Premiums

Language is clarified

28.04 Working Short Premium

This provision is effective April 2020, the union bargaining association hopes it will put monetary pressure on employers to fully staff units.

If a unit is working below Baseline staffing, or if workload needs have been identified, but the shifts cannot be filled, premiums will be paid as follows:.

In units with 10 or less nurses of a particular classification - \$5.00/hour

In units of 11 or more - \$3.00/hr

The premiums are automatically paid on a classification specific basis. If, for example, an LPN calls in sick, and the LPN shift cannot be filled, the LPNs on the shift will get the premium.

This provision appears to have been a trade off in exchange for the deletion of Appendices OO, OO.1, PP, QQ and SS, covering "will replace" provisions.

28.05 Short Notice Premium

For any shifts that are called out with less than 24 hours' notice, part time and casual staff will be paid \$2.00/hr for each hour worked.

32 Occupational Health and Safety

Occupational health and safety disputes may now be taken through the grievance process.

Safety measures, including a second person to accompanying on patient visits, orientations as well as supervisor and employee violence prevention training have been included.

35 Education leave

Return of service is expanded to 18 months, an increase from 12 months with the same employer.

38 Maternity and Parental leave

Brings the language in to compliance with the new employment standards legislation.

41 Public Office Leave

Includes an updated list of the types of positions that would be supported and includes First Nations and other indigenous offices.

42.07 WCB Leave

Net pay calculations will be placed in the DM file. Continuation of employment now defined to include the waiting period prior to adjudication

43 Special Leave

Paternity leave renamed parental leave

3 days or 22.5 hours paid leave is now available for employees where they or their dependents have experienced domestic or sexual violence.

Personal days off will be granted subject to operational requirements, and shall not be attached to vacation, stat holidays or other leaves. 1 personal day off (PDO) in 2020, and 2 PDOs in 2021. (7.5 hours and 15 hours for those working extended schedules)

44.02 Union Leave - Peak Period Restriction

Union leave for special or standing committees will not be granted during peak vacation, June 15-Sept 8, spring break and December 15 to January 5. If the union CEO makes the request then all reasonable efforts shall be made.

45 Leave – Vacation

37.5 up to 45 hours may be held back when booking vacation until August 1 of each year and may be booked by mutual agreement.

57 General conditions

Employees will not be required to use personal vehicles to transport patients.

Mileage rates will parallel reflect the Canada Revenue Agency (CRA) rates

Community nurses will receive a \$50.00/month business allowance. The car allowance is discontinued

Enhanced Disability Management

The number of union Enhanced Disability Management Representatives to support the facilitation of an employee centred disability management program has increased to 17 FTE – up from 11.

Full time stewards

The number of full-time paid stewards has increased from 24 to 26.

Appendix BB- Job Security

Improved language will permit casuals from affiliates who are laid off to have access to casual positions at the affiliated health authority.

LPNs will have seniority no earlier than April 15, 2013

The Employer may consider providing some funding for additional training in the event of displacement

Forensics

A premium, in addition to the General Wage Increase, will be applied to those nurses working in forensics other than N3 (DC1). There will no longer be separate wage scales.

Benefits

In order to address the ever increasing usage, and cost associated with massage, the parties will strike a committee to determine the value of benefit redesign.

NSS, NRC and NSC

The parties agreed that these committees work well but will continue discussions regarding the most valuable structure for these committees. The Nurse Relations Committee (NRC) will be replaced by a Strategic Nurse Staffing Committee at each health authority

OH&S

Within 90 days of ratification, the employer and health care unions will establish a joint provincial working group grounded in the principles of meaningful collaboration and system-based approaches with a purpose to support and promote safe and healthy work environments in health care across the province, with recommendations to be made within six months of ratification.

Among the shared objectives of the joint group are:

- Promoting a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safe work practices and healthy workforces, including pilot and demonstration programs
- Preventing and reducing the incidence of injuries (physical and psychological) and occupational diseases
-

Identifying and developing a provincial framework and systems for implementing these objectives cooperatively

Pension plan review

Agreement to study the impacts of creating a different governance structure for nurses under the existing Municipal Pension Plan, or alternatively, a stand alone NBA pension plan. Central to this undertaking is a process to engage in an actuarial review of the current funding structure, and possible impacts of alternate models dedicated to the needs of nurses in retirement. The parties will also review the existing 1% Retiree Benefit Program and explore whether the RBP should be integrated with the current MPP inflation adjustment arrangement; a portion of those funds which funds current retiree benefits for MPP pensioners.

Performance Feedback Working Group

To oversee and recommend changes to develop an effective performance evaluation process.

Clinical Mentors

This language seeks to provide mentoring, primarily to community nurses, in a new and evolving landscape

Consecutive Shifts

Where a majority of the employees request rotations without 6 day stretches, the employer will review its scheduling

Direct patient care/staffing

Staffing levels are to be increased through a collaborative approach informed by new definition and identification of “reasonable efforts”.

Domestic Violence

17 weeks unpaid leave

Employed Student Nurses

The 2020 and 2021 increases will not apply to ESNs

Primary and Community Care

Any nurse working in these areas will have individual assessments, and an education plan for any professional development identified

Professional Responsibility Practice

Professional Responsibility Practice will now be applicable only to practice issues, not to workload.

The union professional practice department (or designate) , rather than the Union Steward, will support the manager and the nurse to put in new measures to address the issues.

This is subject to review at the end of the collective agreement period given the nature of the changes

Registration fees

7.5 Million has been set aside for the NBA to distribute towards registration fees.