Questions and Answers

What is net-zero?

- Net-zero is the very basic principle that whatever improvements you negotiate in the collective agreement have to be cost-neutral. If a benefit costs money, you have to pay for it out of the collective agreement.
- Under the government mandate, net-zero had to be achieved in each year of the agreement. It was not permitted to put all the costs in one year, and pay for it the next year.
- To put this into perspective, a one per cent wage increase would cost $10 million. To deliver a wage increase, we'd have to cut $10 million out of the current agreement.

We should not accept the government’s “net-zero” mandate. The nurses didn't have to.

- We, like many members, are frustrated with the net-zero mandate and with the fact that the mandate was imposed after an agreement had already been reached with the nurses’ bargaining association just before the last provincial election in 2009. The mandate is not fair, and it is not rational in light of the pressing needs of the health care system.
- However, after months of bargaining HSA's bargaining committee very reluctantly reached the conclusion that we could not get out of the mandate in this round of bargaining – in this political and economic climate. The tentative agreement is designed to move the union forward so HSA will be positioned to take advantage of opportunities whenever the political and economic climate allows.
- No public sector union has been able to break the mandate. Every agreement settled since the last election has been concluded within the net-zero mandate.

But how did the nurses get a wage increase?

- The nurses achieved a wage increase before the expiry of the previous agreement. In the spring of 2009, they negotiated an extension of their contract and were able to get money.
- HSA went to work at the same time. We had a deal that saw wage increases for members, but the deal was stopped in the Premier's office. A political decision was taken not to give HSA members a wage increase.
- The Board of Directors has recognized that the decision was purely political and has committed to a continued and concerted campaign to elevate the profile of the union to increase our political clout.
- There was an election, and the mandate changed. Since the election, not one public sector union has been able to achieve wage increases for its members.

The union is too scared to stand up for its members.

- In its 40-year history HSA has not been afraid to stand up for our members. In 2001 HSA was the first health care union to stand up to the government. HSA members conducted an illegal strike. The result was a legislated contract.
The proposed agreement is an agreement negotiated in a difficult situation. It’s not a concession agreement, but it does have trade-offs. No union or employer can dictate the terms of an agreement. What we can do in negotiations is push as hard as possible to come to mutually agreeable terms. If that can't be achieved in bargaining then we have the option to strike.

We believe we have achieved the best possible agreement in the current environment that protects you in the future. And we need that protection, because the future is going to be tough in health care.

Are we making concessions? Why didn’t we just roll the contract over and wait until there's money on the table?

- We negotiated changes that strengthen our position into the future. Without these changes, when we're back at the table negotiating benefits, wage rates and job security, we will not be working from a position of strength.
- The changes we negotiated are outweighed by the greater immediate and longer term benefits to members:
  » improved and more secure benefits that meet individuals’ needs
  » job security
  » fair classifications system
  » enhancement of HSA members’ role in improving and protecting the health care system

What happens if HSA members reject the proposed agreement?

- The bargaining committee successfully negotiated an agreement that stretches the government’s mandate to its outer limits. We didn't leave anything on the table, and the employer has nothing else to bring.
- This proposed agreement includes some trade-offs to pay for protecting HSA jobs into the future. The union believes the price paid today improves your options for the future.
- The options, if the agreement is not accepted are:
  » One: the existing contract is rolled over. There's no guarantee the government would agree to that, but even if it did, the problem with continuing the existing agreement is what lies ahead.
  » When we go back to the bargaining table next fall for a new contract in 2012, there's no guarantee we can achieve job protection language. There's no guarantee we can improve benefits. There's no guarantee we can address the problems in the classifications system. We can't guarantee there will be an appetite to improve special leave, or to establish a professional development fund.
  » Two: go on strike. There is a huge risk we would be legislated back to work under an imposed agreement that would look like the employer’s proposals.

Two telephone calls are not enough to inform members about the proposed agreement.

- HSA's outreach to members to inform them about the proposed agreement is unprecedented.
- In addition to information and ratification vote meetings at each facility, HSA held two province-wide “telephone town hall meetings” to brief members on the details of the proposal. 2100 members from around the
province participated on the calls – the first time HSA has provided this technology to enable a virtual meeting.

- In addition, every member who is covered by the HSPBA collective agreement was mailed an information booklet, which is also available for download on the HSA website, as is the complete proposed agreement and accompanying memoranda.

**How does this agreement respond to members’ concerns and wishes?**

- The bargaining committee met the priorities, with the exception of a wage increase, set out at the bargaining proposal conference in November 2009. Those priorities were:

  1. a general wage increase
  2. improved benefits
  3. protection of quality health care
  4. strengthening of job security
  5. modernization of the classification system

There are a lot of committees. But we know that committees are really just a dumping ground for failed proposals.

- This is really not about committees, but about a new way of doing bargaining. We are now constantly bargaining, and committees of this nature give that bargaining structure.
- The union and the employers are interested and motivated to resolve the issues the committees are dealing with, and the committees and working groups have all been structured and mandated to prepare recommendations to take forward to the next round of bargaining for implementation in the next contract.
- There are indeed several committees established. What's different about these committees is that they have short time lines and there is a requirement for completion of their work.

**Special Leave: What is definition of immediate family member?**

- Use Article 15, Compassionate Leave as the guide: spouse, son, daughter, mother, father (or alternatively step-parent, or foster parent) sister, brother, mother-in-law, father-in-law, legal guardian, legal ward, or grandparents, step-child, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

**The employer will still just say the illness isn’t serious.**

- The phrase “serious illness” hasn't changed from the existing collective agreement. It still has to be assessed on a case by case basis. If possible, it is always a good idea to get a note from your family member’s doctor.
You say the special leave language is an improvement, but you’re actually reducing the hours of special leave I’m entitled to take.

- The significant gain here is that the language has been changed to allow you to actually take special leave when you need to. This language changed under the Nurses’ collective agreement, and usage has increased substantially with the change in eligibility language.
- HSA deals with multiple grievances on special leave every year because of the restrictiveness of the current language. This is a very significant change that will help members immensely.
- With the proposed new language, you can actually use the leave you’re entitled to.
- This in fact protects your vacation leave, since so many of us are forced to use vacation instead of special leave to take care of family members. Under the current language, you are only granted special leave if the family member you provided care for was a spouse or child, and you can prove there is nobody else to provide the care.

The Insufficient Off Duty Hours Working Group is a waste of time. We know what the problem is. We need to get on with fixing the problem.

- We actually don’t know exactly what the problem is, nor do we know exactly what the collective agreement solution would be. The problem is different in different worksites, in different parts of the province, in difference disciplines etc. In some places the problem is mostly the use of on-call, in others it is short-staffing, in others it is inappropriate scheduling, for example. This is a safety issue; it isn’t enough to simply create more overtime for people reporting to work without enough sleep.
- In 2006, we thought we had fixed the problem by making sure that members got 6 hours off after 8:00 pm. It is now apparent that wasn’t the solution – at least not for many members. We need to get this right.
- A systematic and rational approach is needed to find a solution to the problem. We had excellent representation on our bargaining committee from rural and urban acute care facilities, and what we were all able to agree on is that we don’t have a solution that works.
- It is absolutely vital that members who are affected and have ideas about how to properly structure this clause in the collective agreement, come forward, work with the working group, and make suggestions to pilot and trial before 2012 so we can go into negotiations with an evidence-based position that works for health care providers and patients.

Freezing accrual of vacation leave is too high a price to pay for this proposed agreement.

- We think that it is a price worth paying because it is more than compensated for by the improvements in the benefit package that add value to the collective agreement in the long term. Our vacation package will remain one of the richest in the country.
How exactly does the freezing of vacation accrual work? Is everyone affected equally?

- The accrual of an extra day of vacation under Article 23.07 is frozen for one year. After that, vacation accrual continues according to the regular process. The one-year delay created by the one-year freeze will continue but will not increase.
- For example, if you currently have seven years of service and receive 165.6 hours (23 days) of vacation, you will continue to receive that amount. But your move up to 172.8 hours (24 days) will be delayed by one year. You will move up to that next level at nine years of service instead of eight. After that you will keep moving up every year until you reach the maximum.
- The consequence of this is that it will now require 30 years of service to reach the maximum vacation entitlement. Currently it requires 29 years of service to reach the maximum.

How do the interim classification changes work?

- Please refer to the information sheets on Working Without General Supervision and Chief Health Science Professionals.

Are all Grade I positions moving up to Grade II?

- That is not happening as part of this tentative agreement. It has been identified as a priority once the classification review process is complete.
- This agreement includes a joint classification review. One of the objectives of the review is to create a full scope working level professional. The parties have agreed that a priority (subject to funding) is to create that full-scope position at the Grade II rate of pay.
- The general concept is to collapse the two levels upward. Grade I positions would be expected to accept much of the additional responsibility currently included in Grade II positions – truly a full-scope professional in the discipline, paid at the Grade II level.
- There will be additional levels above that full-scope position recognizing advanced clinical practice and supervisory/administrative responsibilities. Some of the work currently being performed by Grade II positions may fit into one of those higher level streams. The committee will be consulting further with members about the details.

Do the market adjustments in the collective agreement continue?

- Yes. Market adjustments continue.

Why do we need an Enhanced Disability Management program?

- The longer people are off work, the less likely it is that they will return. The Enhanced Disability Management
Program creates a process for the employer, the employee, and the union to work together to return members to the workplace as quickly as possible. The goal is a fundamental shift in thinking from an adversarial process where the employer makes the decisions that employees and their union challenge, to a process that recognizes our common interest in reducing costs associated with absences from work and keeping HSA members engaged in the workplace.

Is the agreement retroactive?

- No. Unless otherwise noted, the agreement goes into effect 30 days after ratification.

If I take leave to work outside the bargaining unit, and accrue sick leave in the non-contract position, will I take that leave back with me to my regular job?

- This is an important new provision in this agreement. Members who temporarily leave the bargaining unit in order to gain management experience or go back to school will be able to maintain their bargaining unit seniority and, in many cases, their bargaining unit service. This supports HSA members to take on leadership positions.
- The benefits you accrue don’t come back with you. You use them when you’re in that position.
- The sick leave you accumulate cannot be applied to your sick leave pay-out bank. That is a statutory rule for contract positions. No pay-outs are allowed.

I am currently in a non-contract job on a leave. Does this apply to me?

- The provisions will kick in 30 days post-ratification, which may be mid-way through the placement for some people.
- It is not retroactive, but if you are in a position now, and the deal is ratified, you will begin to accumulate seniority as of 30 days post-ratification.

Seniority consolidation and merger of certifications - what does this mean?

- This represents a vast improvement for job security provisions.
- And those improvements are required. We are heading into very uncertain times in health care with a government that is more interested in cutting costs than delivering quality care.
- Don’t underestimate what government will do. In the last year alone, 500 nurses have been laid off as health authorities look for cost saving. We need much stronger job protection language – the language that you see in this proposed agreement – to protect the jobs of our members in the future.
What is the proposed bumping language?

- The bumping language creates a safety net, and inoculates against the increasing possibility of layoffs and displacements.
- Priority access: before the larger unit has access to vacancies, displaced people have priority access. If there is a competition then the competition is only amongst displaced individuals
- Provides the job security, and maximizes options for members who are displaced.

Professional Development Fund

- This $450,000 fund will be administered by a joint committee
- Our objective in negotiating funding for this was to establish a permanent commitment to a professional development fund for health science professionals. It is part of our vision as a modern health care union to be promoting members into positions of leadership.
- We have an opportunity to design it the way we want to, and members will be consulted.