



Hot Button Issues

1

Discipline – Request for Extension

You receive a call from the human resources representative for your site. The employer is requesting an extension to the time limits to discipline one of your members. How should you respond to this request?

Employer requests to extend time lines for an employer to discipline are rarely granted. However there may be specific situations that it may be appropriate to grant the request.

Local representatives need to first contact the member regarding the request and consult with a Labour Relations Officer prior to responding to a request for an extension to discipline.

Sometimes the employer will contact the Labour Relations Officer to request the extension. In those instances the LRO is required to consult with the Local and the affected individual regarding the request.

Reference: *Discipline, Dismissal and Resignation Article in relevant Collective Agreement*

2

Personal Leave Days

- a. When you make a request for personal leave do you have to tell your employer the reason why you need/want the leave?

The employee does not have to provide their manager with a reason for the request for personal leave and there is no reason for a manager to ask why the employee requires the leave. The employer is entitled to ask how many days of personal leave the employee is requesting.

However, if the request is for leave to deal with an emergency that is made on very short notice then employees making these types of requests may be wise to provide some rationale. But remember that you have a right to privacy and do not have to provide detailed information.

- b. One of the unit managers has told nurses that requests for personal leave will only be granted if they can be replaced without having to pay overtime. Is this manager being “reasonable”?

This manager is not being reasonable. Having to pay overtime to replace a nurse is not an acceptable reason to deny requests for personal



Hot Button Issues

leave. Requests for leave cannot be unreasonably denied. Managers should be considering requests based solely on the ability to operate the unit/workplace and provide safe patient care.

- c. One of your members had requested two weeks of vacation in October on the vacation schedule planner and that request was subsequently approved. This week they asked their manager if they could take two personal leave days at the end of those two weeks of vacation and the request was denied. Was the manager correct in denying the request?

Employees can combine requests for personal leave with vacation or long weekends "where applicable and appropriate" but personal leave days are not to be used to extend time off work. In the example given the employee was previously granted vacation and requested personal leave days to extend her pre-booked time off work.

- d. Another member contacts you and reports that his manager denied his request to take two personal leave days next month. He tells you that his manager said that he could take the days off if he used vacation or banked overtime. He wants to know if his manager can do this. What advise would you give this member?

His manager should not have denied his request for personal leave. In this case the manager is willing to grant the day off as vacation or banked overtime so it is obvious that finding a replacement in order to operate the unit/workplace and the ability to provide safe patient care is not an issue.

- e. A member calls about her manager's denial of her request for a personal leave day. The manager told the member she denied the request because she believes that the member knew she needed the day off well in advance of when she made the request and therefore did not give adequate advance notice. Did the manager have the right to deny this member's request?

No. If the employer believes that the employee has not requested personal leave "as far in advance as possible" then, as recourse under the collective agreement, they can file an employer grievance. The employer would have to prove that the employee violated the collective agreement by not providing sufficient notice.



Hot Button Issues

- f. Nurses on the surgical unit work an extended work day schedule. If they request and are granted a personal leave day, are they paid for the full shift?

Personal leave days are paid at 7.75 hours. Employees working extended shifts can use banked overtime or vacation to cover the rest of the shift.

Reference: Article 22.08 UNA Provincial Agreement, Spotlight Using Personal Leave Days December 2014.



Vacation Planner

A member has been employed for 10 years as a staff nurse and she has 35 days of vacation in her bank when her manager posted the vacation schedule planner. She requested a block of 20 days vacation in September on the planner but was later advised by her manager that she had not met the requirement to submit at least 75% of her vacation. Does this member need to request more vacation on the planner?

No. The nurse is required to request at least 75% of her annual vacation entitlement on the vacation planner. As per the collective agreement her annual vacation entitlement is 25 working days per year. She is not required to request 75% of the number of days in her vacation bank. Therefore, she has met the requirements under Article 17.03.

Reference: Vacations with Pay provision in the UNA Provincial Agreement, Spotlight Vacation Scheduling February 2015



Hot Button Issues

4

In Charge Pay

- a. At a recent labour management meeting the Site Manager let us know that as part of the implementation of “Co-Act” they will be no longer be designating a RN/RPN in charge of Emergency. Instead of designating charge an RN/RPN will be assigned as “Resource Nurse” for each unit. The nurses assigned to be the Resource Nurse will not receive charge pay, as the Unit Manager will be on the unit. Is this change in practice contract compliant?

It is important for the Local representative(s) to request information from the employer regarding the duties of the Resource Nurse and then compare those duties to the charge nurse roles and responsibility document. If the Resource Nurse is performing all or some of the duties that the charge nurse previously performed then they should receive charge pay.

In addition, the employer is suggesting that they don't need to designate a nurse in-charge because the Unit Manager is on the unit. The fact that the Unit Manager is present on the unit does not necessarily mean that they will be performing the duties previously performed by the in-charge nurse. Again, the local needs to refer back to the roles and responsibility document. If any of our members on that unit are asked to assume those roles and responsibilities then they should be appropriately compensated.

- b. Can my employer have permanent charge positions?

No, in-charge is an assignment.

- c. We have permanent charge positions at my site. What do we do about these positions?

If the positions continue, they should be reclassified as Assistant Head Nurse. If the employer is eliminating the charge position, it should be done pursuant to Article 15.

Reference: *Responsibility Allowance, Temporary Assignment and In Charge article in relevant collective agreement.*



Hot Button Issues

5

In-Charge Designation For More Than One Unit

- a. Your unit representative for the acute care unit reports that her manager told the nurses that because they were short of staff for the next week on the long term care unit the charge nurse on acute care would have to be available during the evening shift to assist the staff (LPN and NA) on the LTC unit. There is usually one RN/RPN assigned in-charge on the LTC unit. Can the manager do this?

No. This would in effect be designating a nurse in charge of more than one unit. The employer cannot make this change unilaterally. Both parties, the employer and the union must agree to this arrangement under specific parameters set out in the Letter of Understanding #3 re: In-Charge Designation for more than one unit.

- b. The manager at your site approaches you about the local agreeing to have the nurse designated in-charge of the acute care unit also be assigned in-charge of long-term care unit during the night shift for next three months. The nurse who works permanent nights on the long-term care unit is off on sick leave.

(i) Is the local able to agree to the employer's request?

As per the Letter of Understanding #3 re: In-Charge Designation for more than one unit, your employer and you may agree to combine more than one unit for the purpose of designating a nurse in-charge and agreement will not be unreasonably withheld.

The Letter of Understanding sets out a list of requirements that must be met when determining if it is appropriate to consider the request.

In addition, UNA's Executive Board has developed a procedure that sets out the process that must be followed by the local and specifies additional information required to make a determination. Locals are required to follow the decision making process in procedure 17.

(ii) Who should be involved in making this decision?

The local is required to first discuss a request with their Labour Relations Officer and then it is referred to the Executive Officers and the Director of Labour Relations who approve or reject the request.



Hot Button Issues

(iii) What factors should be considered before agreeing or disagreeing to the employer's request?

Article 16.02 is an important clause for both our members and the patients that receive care. The requirement that a RN/RPN is in charge of a unit is essential to ensuring safe patient care. Therefore, any change to that requirement must be considered through the lens of how it will impact patient care. Locals are required to follow the decision making process outlined in UNA procedure 17 (pg. 87).

The first step is to review requirements set out in section 1, 2 and 4 the Letter of Understanding to determine if the information provided by your employer satisfies those requirements.

In addition to the requirements set out in the Letter of Understanding, under UNA's decision making procedure the employer is required to provide:

- *Complete rationale for the request;*
- *A review of how section 1 of the Letter of Understanding applies to the site;*
- *An explanation how section 4 of the Letter of Understanding will be operationalized;*
- *A review of the acuity of the units in question;*
- *A proposed time limit for the alteration of duties;*
- *A review of the recruitment activities of the employer for the site in question;*
- *A review of the likely outcomes should the request be granted or refused.*

Through the Joint Committee, AHS, and Caritas have been provided with a copy of UNA's decision making procedure. We recommend that the local also provide a copy of the procedure to the management at your site so that they know what information is required in order to consider the request.



Hot Button Issues

(iv) The Executive Officers and the Director of Labour Relations have reviewed all the information provided and made their decision. What happens next?

If the request is approved then the decision must be ratified by the Local Executive.

If the request is denied the employer is informed of the decision. If the employer is not satisfied with the decision of the local and feels that they have unreasonably withheld agreement then the employer has the option of filing an employer grievance. The onus would be on the employer to prove that the Local was being unreasonable in denying the request.

Reference: Letter of Understanding #3 In Charge Designation For More Than One Unit and UNA procedure #17

6.

Decreasing or Increasing Regular Hours of Work

- a. What information should be provided to the Local when members are decreasing or increasing their regular hours of work and who provides it?

As per Article 14.15 (f) the employer is required to provide the Local with copies of all requests and responses made pursuant to this article. If your local is not getting copies then they need to follow up with their site management and/or human resources.

- b. When you receive a copy of a request or response under Article 14.15 what follow up is required?

As part of administering the collective agreement it is important that Locals ensure that the provisions of this Article are being applied correctly. The local should follow up on every request and response to gather more information.

Local executives should contact the unit/office representative in the affected area to assist in this process. Remember, your unit/office representatives are the “eyes and ears” of the local.



Hot Button Issues

- c. What are some of the things to look for when reviewing requests and responses pursuant to Article 14.15?

Examples:

- *Does the request to reduce hours of work state the requested number of shifts per shift cycle?*
- *If this is a temporary request to reduce hours of work does it indicate the period of time? Is it less than 12 months?*
- *Has a request to reduce hours of work been unreasonably denied?*
- *If a request to reduce hours is granted has the resulting vacant hours been dealt with appropriately? (14.15 (b))*

Reference: *Promotions, Transfers & Vacancy provisions in relevant collective agreement.*



Temporary Position Postings

When reviewing vacancy posting at your site how does your local ensure that the postings are contract compliant?

Reviewing vacancy postings is an important Local responsibility. The Local needs to ensure that the notice of vacancies includes the information set out in Article 14.01(d) and that the information is accurate. In addition, any notice of vacancies for temporary positions requires follow up to determine if the vacancy is in fact a temporary vacancy as set out in 14.02.

We have recently discovered that the employer, as part of their "schedule optimization" initiative, is posting permanent position vacancies as temporary vacancies so that they can change the regular hours of work (FTE) of these positions when they implement the new schedules.

Reference: *Promotions, Transfers & Vacancy provisions in relevant collective agreement*



Hot Button Issues

8.

Floater Holiday

- a. When should an employee get the floater holiday in their bank?

If an Employee is full-time anytime between and including January 1 to July 1 inclusive must get one extra floater holiday day for that year.

- b. One of my members was paid out for his floater holiday. Can the employer do this?

Yes, in accordance with Article 18 Named Holidays the floater holiday is the only named holiday that can be "paid out" to an employee. The floater holiday must be granted at a mutually agreeable time. If the manager and the employee are unable to agree to a time to take the floater holiday by December 31st then the employee receives payment in lieu.

Reference: *Named Holidays provision in relevant collective agreement, Spotlight Floater Holiday Payout December 2014*

LETTER OF UNDERSTANDING #3

RE: IN-CHARGE DESIGNATION FOR MORE THAN ONE (1) UNIT

Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one (1) unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.

1. This may occur where:
 - (i) The site is designated as long term care; or
 - (ii) The site is a combined acute care and long term care facility; or
 - (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.
2. Any time an RN/RPN assigned as In-Charge of more than one (1) unit, the parties agree that:
 - (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and
 - (ii) There will be an ability to communicate between the units as the need arises; and
 - (iii) There shall be at least one (1) other regulated health professional on each unit.
3. An Employee assigned in-charge for more than one (1) unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one (1) unit.