

CONTRACT INTERPRETATION MANUAL

Appendix EE Integration of Licensed Practical Nurses into the NBA Provincial Collective Agreement

Interpretation Guidelines

Preamble

On April 15, 2013, the Provincial Government passed Bill 18 which amended the definition of 'nurse' to include Licensed Practical Nurses (LPN) under the Health Authorities Act. Consequently, LPNs were included and became part of the NBA for representation in the union. The LPNs continued under the terms and conditions of the 2012-2014 Facilities Bargaining Agreement (FBA) and 2012-2014 Community Bargaining Agreement (CBA), as addendums to the 2012-2014 NBA, until a new contract was negotiated. Under the new amendments LPNs were allowed to forward all previous service and seniority accumulated under the FBA / CBA to the NBA on this date.

May 10, 2016, the 2014-2019 NBA completed negotiations on a new contract unifying all nurses (RN, RPN, LPN) into a single collective agreement. The majority of the NBA language pertained to the LPNs immediately, on a go forward basis, while other provisions were phased in over the remainder of the term as per the 'Integration of LPNs into the PCA' Appendix. An example of a different provision included LPNs hired on or after May 11, 2016 no longer had access to the 40% sick time payout.

Superior Benefits

All previous superior benefits that LPNs were entitled to under both the FBA contract and the CBA contract are extinguished by the contract signed in 2019.

The only exception is the LPNs at Eagle Ridge Hospital who will maintain the benefits outlined in the MOU agreed to by the HEU.

Provisions of the Collective Agreement that do not apply to LPNs

See the list in the contract. Most of the listed Articles and Appendices refer to Client Specific assignments.

The other provisions that do not apply are Appendix M Managing Staffing Challenges and Appendix Y Pensions for Retirees.

Provisions of the NBA PCA that are subject to a transition process

Article 11.03 (a) LPNs who have PT status but worked less than 15 hours per week prior to May 11, 2016 will be grandfathered in and retain their PT status until:

1. They voluntarily change their schedule;
2. They applied on other positions; or
3. The Employer changes their schedule for bona fide operational reasons.

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Classification Transition

LPNs currently owning a position that is classified as Level 1 but have been compensated at a Level 2 rate of pay have received a premium for specialty training or to recognize other differences when they transitioned to the NBA.

1. These employees will be identified and classified as Level 1 but will be “Green Circled”. That is they will continue to receive their current rate of pay and/or premium and will receive all wage increases until March 31, 2019 unless they voluntarily post into another position, resign or retire.
2. April 1, 2019 they will be “Red Circled” meaning they will maintain their current rate of pay and/or premium until the Level 1 rate of pay equals or surpasses their current rate of pay. At that time the wage will convert to the NBA wage as indicated in the PCA.
3. They will receive wage increments as per the CA.

Seniority (LPN to RN/RPN)

Seniority is accrued for time worked within a particular bargaining association (Article 13).

LPNs transferred to the NBA kept their seniority that was earned prior to the date of transfer on April 15, 2013. However, only time worked within the NBA (after April 15, 2013) is eligible to be brought forward if an LPN chooses to upgrade to an RN/RPN.

To make this possible, two distinct seniority lists, one for LPNs and one for RN/RPNs, have been established when determining any seniority-related benefits such as job postings, displacement choices and vacation selection. For example, under the agreement, an employee cannot use their LPN seniority to access an RN/RPN vacancy posting, or vice versa.

Where a LPN becomes a RN/RPN and wishes to obtain RN/RPN work, they must provide their Employer with proof of their RN/RPN registration (which may be temporary). RN/RPN seniority will then be assigned retroactively from the date of registration in accordance with the NBA PCA, but in any case, no earlier than April 15, 2013. This transfer of seniority across classifications is a one-time event and any seniority accrued after this transfer will be applied to the appropriate seniority list.

The Seniority accrued on either list shall not be extinguished. If an employee stops working in one classification that seniority would be frozen and only reactivated should the employee begin to work in that classification again.

Portability across designations applies to service and all benefits listed under Article 51.02, with the exception of Article 51.02(H) Seniority, which is only portable within the separate LPN and RN/RPN seniority lists. Therefore, it is imperative that any LPNs that complete their training as a RN/RPN provide proof of their registration to their current Employer prior to attempting to port their seniority to a new Employer.

The following principles apply for members who work as both a LPN and a RN/RPN:

1. Employees who are dual registered will accrue seniority on the appropriate list for the hours they work in that classification. Time worked as a LPN will accrue on the LPN seniority list and time worked as a RN/RPN will be accrued on the RN/RPN seniority list.

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2. If a member is only actively working in one classification, the seniority in the other classification (LPN or RN/RPN) will be frozen until they begin to work again in the previous classification.
3. Effective May 31, 2017, following the consolidated certification process, nurses cannot work in multiple LPN/RN/RPN positions totaling greater than 1.0 FTE within the same Employer (e.g., a 0.6 part-time LPN at one worksite and a 0.5 RPN at another worksite within the same Health Authority).
4. Nurses with multiple designations can only maintain one status, regular or casual, within a Health Authority. Although they may continue to work in both classifications (LPN and RN), they will only be considered to have one status for collective agreement purposes. For example, a part-time LPN (regular status) who picks up extra shifts as a RN/RPN will earn seniority hours for the extra RN/RPN shifts credited to their RN/RPN seniority but will be considered regular status for the purposes of callout.
5. The rate of pay is attached to the classification, work as a LPN is paid at the LPN rate, and likewise for RN/RPN work. However, a RN/RPN not actively working as a LPN (seniority is frozen) will be paid at their current RN/RPN rate for work in either classification. This will usually occur only where a LPN shift cannot be filled by a LPN and the Employer brings in a RN/RPN.
6. All seniority from both lists is portable subject to the conditions of Article 51.

The following examples illustrate the terms of the agreement for LPNs that are dually registered as a RN/RPN:

1. A LPN works in a regular full-time position and has a seniority date of September 30, 2007. They complete a Bachelor of Science in Nursing (BSN) in May of 2016 and provide their Employer with a proof of CRNBC registration dated May 15, 2016. This triggers the application of RN/RPN seniority for the nurse as follows:
 - (a) All seniority earned between April 15, 2013 and May 15, 2016 (the date of registration) as a RFT nurse is applied as RN/RPN seniority which equates to 6,012 hours (3 years and 1 month at 1,950 hours per year). This RN/RPN seniority is then frozen and may be used to bid into RN/RPN vacancies. The seniority will not activate until the nurse begins working as an RN/RPN in a regular position or is accepted onto a casual list by their Employer. The seniority of a new RN/RPN will be affected by the kind of work they obtain and the start date. Using the above example, three different work outcomes would result based on the following scenarios:
 - i. The nurse accepts an unfilled RN/RPN regular vacancy. Their first day in the regular RN/RPN position is June 1, 2016 so their 6,012 hours is applied retroactively from that date, which results in a seniority date of May 1, 2013.
 - ii. The nurse accepts a RPT RN/RPN position but does not start working in the line until September 30, 2016. Their first day in this regular RN/RPN position is September 30, 2016 so their 6,012 hours is applied retroactively from that date, which results in a seniority date of August 1, 2013 (RPT and RFT positions both gain year-for-year seniority).
 - iii. The nurse is accepted to work on the RN/RPN casual list on the medical unit. Their RN/RPN seniority of 6,012 hours is activated and available to access casual work as soon as the new RN/RPN is officially placed onto the casual list.
2. A LPN who came into the NBA from the FBA, currently works casual with 10,500 hours of seniority. They complete a Bachelor of Science in Nursing (BSN) in May 2016 and provide their Employer with

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proof of CRNBC registration dated May 15, 2016 which triggers the application of retroactive RN/RPN seniority for the nurse as follows:

- (a) All casual LPN hours worked between April 15, 2013 and the date of RN/RPN registration (May 15, 2016) would be credited to RN/RPN seniority. The LPN worked 3,600 casual hours (approximately 1,200 per year) since April 15, 2013. This nurse would be credited 3,600 hours of RN/RPN seniority which may be used to bid into RN/RPN vacancies. If the nurse took a regular RN/RPN position the 3,600 hours would be converted to a seniority date. The nurse would maintain their 10,500 hours of seniority on the LPN list.

Additional Resources

Other Information

1. www.bcnu.org/news-and-events/news-Bill-18-is-now-law-LPNs-have-moved-to-the-Nurses-Bargaining-Association
2. <https://www.bcnu.org/news-and-events/news-Bill-18-and-LPN-seniority>
3. <https://www.bcnu.org/news-and-events/final-agreements-reached-on-reinstatement-of-lost-lpn-seniority-and-service>
4. <https://www.bcnu.org/news-and-events/final-agreements-reached-on-reinstatement-of-lost-lpn-seniority-and-service>

Footnotes

Article
Sub-Article
Last Update
Related Articles

Appendix EE
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11.04, 13, 26.02, Appendix M, Appendix Q, Appendix Y, MOU Eagle Ridge Hospital and HEU