

# CONTRACT INTERPRETATION MANUAL

## Article 13 SENIORITY

### Interpretation Guidelines

#### Article 13.01 - (A) Definition – RFT and RPT Employees

Seniority is determined by the regular employee's start date with an Employer in a regular position (anniversary date) and adjusted by any hours accumulated as a result of casual employment with the same Employer (seniority date).

#### Article 13.01 - (B) Definition – Casuals

Seniority is based on the total number of hours worked by the employee with an Employer up to a maximum of the full-time equivalent per year (1950 hours based on a 37.5 hour work week) (Article 11.04).

A regular employee who transfers to casual employment status maintains all accumulated seniority and benefits to the date of the transfer and is entitled to have their accumulated service and service related banks (e.g. sick banks and vacation entitlements) frozen so that they may access them in the event that they attain regular status in the future with the same Employer.

Should an employee attain regular status in the future with the same Employer, they will have the above service related banks and entitlements reinstated.

A casual who is the successful applicant on a regular position is entitled to seniority credit for the total number of hours worked as a casual at all worksites of a health care Employer covered by the PCA up to a maximum of the annual full time equivalent of 1950 hours per year.

The casual may choose to port casual seniority hours earned at other PCA worksites to the new worksite to receive seniority credit in their new regular position. They are responsible for providing the Employer with written verification of their casual hours worked at other worksites.

The Union is taking the position that a casual does not have to port their hours from any other worksites. The employee may wish to keep their casual status and their seniority hours at the other worksites. However, once they choose to port their casual seniority hours to the worksite where they have accepted a regular position, the casual seniority hours are reduced to zero at all worksites where the casual has ported their seniority hours.

#### Article 13.02 - Worksite Seniority

Worksite seniority includes all seniority earned by working at all worksites of the Employer. The seniority may be ported for regular employees:

1. When an employee is transferred from one PCA worksite to another;
2. When a displaced employee moves to a vacancy at another Health Authority worksite;
3. When a displaced employee joins the casual list at another Health Authority worksite;
4. When a displaced employee bumps to another Health Authority worksite; or

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The interpretations in this manual are provided on a *without prejudice, errors and omissions basis* to any position Unions in the Nurses' Association of Bargaining Agents may take in any arbitral proceeding or any other forum.

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5. When a regular employee ports their seniority as set out in Article 51.

Seniority is portable for employees who leave a regular position with one Employer covered by the PCA and are hired into a regular position with another PCA Employer.

The time limits for portability are a maximum of 180 days and to 365 days where the employee is hired as a casual pending placement in a regular position. (Article 51).

For successful applicants on a regular position PCA Employers will now recognize seniority earned by working:

1. At an affiliate (i.e. a facility that is not owned and operated by a Health Authority);
2. At a worksite covered by the public service agreement; or
3. With any other Employer unionized with one of the Unions within the NBA (e.g. nurses covered by an agreement other than the PCA).

The employee is responsible for providing written verification of seniority hours.

The following applies to employees who work for affiliates (i.e. facilities that are not owned or operated by the Health Authorities):

1. Appendix H - Laid off Employees and External Health Authority vacancies. Employees who have exhausted their options under the layoff language will have access to placement in external Health Authority vacancies within that geographic region and will be provided with the appropriate orientation and education for the scope of practice required in the acute or community position.
2. Appendix BB – Job Security. Please check with your LRO for further information.

## Arbitration Awards

1. University Hospital (Shaughnessy Site) and HEU, HSA and BCNU, August 13, 1993, (Ready). Transfers, rights of employees. This was dealing with the closure of Shaughnessy Hospital.
2. Lillooet District Hospital and BCNU, July 26, 1985, (Greyall). Seniority as a tie-breaker for selection. The grievor succeeded in getting the position on the basis they were the senior applicant.
3. Ladysmith and District Hospital and CRNBC (RNABC), January 10, 1981, (Owen-Flood). Casual, dismissal, seniority. The seniority aspect of this decision was in reference to the fact that no compensation was awarded for the months the grievor was not scheduled to work as there was no call-in by seniority for casuals in the collective agreement at that time.

## Article 13.03 - Seniority – Maintained and Accumulated

Provides for the maintenance and accrual of seniority to employees on WorkSafeBC (WSBC) (including casuals) and clarifies that it includes time spent on leave while in receipt of rehab benefits as well as wage loss benefits.

Casuals seniority is credited on return to work and based on the 12 months employment immediately prior to the WSBC leave.

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The Union takes the position that casuals are entitled to maintain their seniority when they are off work for a lengthy period of time for medical reasons (i.e. they are not on Long-Term Disability (LTD) or WSBC).

The maintenance and accrual of seniority was extended to employees who were absent from work as a result of a LTD Claim (Article 13.05).

Employees need to be aware of the circumstances that will affect the accrual and maintenance of seniority by checking the related articles identified above.

## Article 13.04 - Employment in Excluded Positions and Within Other Bargaining Units

An employee who accepts an appointment outside the Union's bargaining unit (e.g. an excluded position) retains their seniority for 90 days. The employee does not accrue seniority while employed outside the bargaining unit.

While temporarily substituting in a position outside the Union's bargaining unit (e.g. secondment), the employee continues to accrue seniority for the length of time they are substituting.

## Article 13.05 - Merged Seniority Lists

At the worksites where there is more than one Union representing nurses, the Employer is required to post both the merged seniority list and separate lists showing seniority specific to each union. These lists are also to be mailed to the head offices of each of the Unions in the NBA.

## Article 13.06 - Seniority lists

The requirements of seniority lists are included in the Article, and no longer include Social Insurance Numbers. HEABC and the NBA will meet to explore options for a secure unique employee identifier.

### Footnotes

<b>Article</b>	13
<b>Sub-Article</b>	13.01, 13.02, 13.03, 13.04, 13.05, 13.06
<b>Last Update</b>	31-03-21
<b>Related Articles</b>	11, 18, 19, 37, 38, 42, 44, 45, 51, Appendix B, Appendix EE, Appendix Z