



WHAT IS THE CAMPAIGN TO ENFORCE THE STAFFING LANGUAGE ABOUT?

The campaign to enforce the staffing language is about collecting the evidence to build strong grievances that can go to arbitration if necessary.

The collective agreement language is strong and requires safer staffing.

But it is only strong if it is enforced. The onus is on the employees and the union to prove when the language is being breached if we want the Employers to comply.

That means we have to carefully document incidents where the obligations in the language are not met and take the best cases forward to arbitration.



Acute Care/ Long Term Care Staff Replacement – Short Term Absences

Acute / Long Term Care Facilities with 20 or more beds

Where there are vacancies due to short term absences in acute / long term care facilities of 20 beds or more the Employer will replace those vacancies.

On some occasions a nurse or a short term absence may not be replaced if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

“Patient care needs” includes, but is not limited to, an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

Additional nurses will be called in using the following:

- a) Casuals
- b) Regular part time
- c) Float pools
- d) Redeployment of other nurses if circumstances permit
- e) Regular full-time

Acute / Long Term Care Facilities with less than 20 beds

Where there are vacancies due to short term absences in acute / long term care facilities of less than beds the Employer will make all reasonable efforts to replace those vacancies.

On some occasions the Employer may not be required to make all reasonable efforts to replace those vacancies if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

“Patient care needs” includes, but is not limited to, an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

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1. General explanation of the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision.

The provision requires that all RN/RPN absences be replaced except where the nurse in charge and the manager agree that patient care needs can be met without that replacement.

2. Who is covered by the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision?

This provision applies to nurses in acute care or long term care facilities. It does not apply to community nurses.



Acute Care / Long Term Care Staff Replacement

3. Does the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision apply to LPNs?

No. This language applies to RN/RPNs covered by the Nurses Bargaining Association Collective Agreement.

4. What kinds of absences must be replaced under the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision?

This provision applies to all absences that are not covered by the provision relating to vacation and long term leaves. The most common application is for sick leaves but this provision also applies to any other short term absences. For example, special leave, compassionate leave, union leave.

5. What is the difference between the rule for facilities of more than 20 beds and those with fewer than 20 beds under the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision?

Vacancies will be replaced in facilities of more than 20 beds. The Employer must make all reasonable efforts to replace vacancies in facilities of 20 beds or less.

“Will” means an absolute requirement, something that absolutely must be done.

“All reasonable efforts” means that the Employer has to really try. They have to take all the steps that a reasonable employer who was trying to do something would take. It’s not an easy test – there has to be genuine effort and usually some resources devoted – but in the end, it’s not an absolute requirement.

The rationale for this difference is to recognize that in some smaller facilities it may sometimes be impossible to replace an absence. For example, there may be few casuals available or there may be no one available nearby to fill an absence on short notice. In larger facilities employers are expected to be able to staff for anticipated absences.

6. What are the exceptions to the requirement to replace short term absences under the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision?

Exceptions to the requirement to replace short term absences should be relatively rare, that is, “on some occasions”. The Employer is allowed to not replace a nurse only if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

The onus is on the Employer if they don’t want to replace to demonstrate that patient care needs can be met and to get the agreement of the nurse in charge. Otherwise, replacement should occur.

7. What happens if the nurse in charge and the manager don’t agree? Do they have to agree before a nurse can be called in to replace an absence under the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision?

The language says that there is an exception to the requirement to replace only when the nurse in charge and the manager agree. That means that if the nurse in charge and the manager don’t agree, the absence should be replaced.

However, there is also a labour principle called “work now grieve later” that means the manager can overrule the nurse in charge and the nurses must continue working and file a grievance later to get a remedy. They aren’t allowed to call in a replacement nurse on their own¹ or refuse to work.

8. What remedy do we get if the Employer does not replace an absence and our grievance is successful?

The goal of this language is to have nurses who are absent replaced so other nurses aren’t working short, they don’t return to increased workloads, and patient care needs are met. The purpose is not to achieve a financial remedy for individual nurses.

However, we should be collecting information about nurses who were available and were not called and claiming payment as a remedy for those nurses. If there are any other financial consequences to the failure to replace for individual nurses we should be claiming those as well. It is particularly important where there are ongoing breaches of this language to demonstrate that there are consequences to breaching the collective agreement.

¹ There are some circumstances where nurses can call in additional staff – see for example Article 59.13.



Acute Care / Long Term Care Staff Replacement

9. What does “patient care needs” mean and how is it assessed?

“Patient care needs” includes, but is not limited to, an assessment of number of patients, patient acuity, anticipated rate of patient turn-over, patient dependency and staff skill mix.

This assessment is linked to workload. It means how many patients you have (or will have throughout the shift), how difficult each patient is to care for, and what level of help you will be able to anticipate from your colleagues.

- “Number of patients” means the total number of patients on the unit or ward where the absence has occurred.
- “Patient acuity” is a way of measuring the intensity of care required for a patient. There are many different models for measuring patient acuity. A relatively simple form for documenting patient acuity and to support grievances when nurses are not replaced is available on the Members Portal.
- “Anticipated rate of patient turn over” means the number and frequency of being admitted and discharged throughout the shift.
- “Patient dependency” means the specific needs of each patient and how much nursing time they will require.
- “Staff skill mix” means the number of staff available, their qualifications and scope of practice, and their individual level of skill and experience.

10. My manager says they have no budget to hire any additional staff and I know that’s true. How does the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision apply in this situation?

Financial considerations are not part of the assessment of patient care needs. The Employer is responsible to find a way to replace absence nurses, the same as any other obligation under the collective agreement.

11. The nurse in charge on my unit always agrees with the manager even when we are working short and patient care needs are not being met? Is there anything we can do?

The decision as to patient care needs is made by the manager and the nurse in charge. However, if you have good evidence that patient care needs are not being met, we would encourage the other nurses on the unit to still file grievance. These grievances may be more difficult, but they are important when we have good evidence that patient care needs are not being met.

12. The nurse in charge on my unit disagreed with the manager and she hasn’t been designated the nurse in charge since. Is there anything we can do about that?

We should file grievance if the Employer changes their practice for designating the nurse in charge because of decisions s/he makes under this language.

The collective agreement does not require the Employer to designate the nurse in charge in any particular way and nurses have no collective agreement right to be designated in charge. That means that in order to be successful in a grievance, you will need to document what the practice was before, the situation where the nurse disagreed with the manager, and the evidence of the change in practice.

13. What does it mean when it says “patient care needs can be met with scheduled and available nurses”? Under the “Acute Care / Long Term Care Staff Replacement – Short Term Absences” provision, can the Employer call in an LPN to replace an RN absence if that means patient care needs can be met?

No. The Employer is not permitted to replace an RN/RPN with an LPN. The assessment of patient care needs must be done based on the existing staff. If patient care needs can be met with existing staff, the Employer does not have to replace the RN/RPN. They can, of course, call in additional staff including LPNs if they wish but they are not required to do so. If patient care needs cannot be met with existing staff, the Employer must replace the RN/RPN with another RN/RPN.



Acute Care / Long Term Care Staff Replacement

14. Now that LPNs are in the Nurses' Bargaining Association, can the Employer replace an RN/RPN with an LPN under the "Acute Care / Long Term Care Staff Replacement – Short Term Absences" provision?

No. The Employer is not permitted to replace an RN/RPN with an LPN. This collective agreement language currently only applies to RN/RPNs and the replacement must be with another nurse covered by the same collective agreement.

15. Which RN/RPNs should be called in? Do they have to be in the order listed in the "Acute Care / Long Term Care Staff Replacement – Short Term Absences" provision?

Nurses do not have to be called in the order listed in the collective agreement. This is just a list of options that must be used, if necessary, in order to find a replacement.

The list of options makes it clear that one of the options that must be considered if necessary is using existing staff on overtime.

16. What if there are no casuals available? How does the "Acute Care / Long Term Care Staff Replacement – Short Term Absences" provision apply in that situation?

The language is mandatory and requires that the absence be replaced. The Employer is required to find a way to do that.

The list of methods to use includes float positions and regular full-time at overtime. The Employer must use every method in order to ensure that replacement is found.

17. My employer has a policy of replacing RN/RPNs only at straight time. My friend works in a unit where they have a policy that says they never replace the first sick call. How does the "Acute Care / Long Term Care Staff Replacement – Short Term Absences" provision apply in that situation?

These policies violate the collective agreement. If you have a copy of a written policy and it is still being applied, you should file a grievance. You should also collect evidence of the Employers failure to replace every absence and file grievances.

These interpretations are provided on a without prejudice, errors and omissions basis to any position the BCNU or any Union in the Nurses' Bargaining Association may take.