



Labour Relations Board provides further details on LPN seniority and service

The B.C. Labour Relations Board (LRB) has issued its final decision clarifying the status of licensed practical nurse (LPN) seniority and service entitlements following *Bill 18*.

Bill 18 is provincial government legislation that, on April 15, 2013, moved LPNs from the Facilities Bargaining Unit (FBU) and the Community Bargaining Unit (CBU) to the Nurses Bargaining Unit (NBU).

Since April 15, 2013, LPNs are covered by the nurses' collective agreement and, by agreement between the Health Employers Association of BC (HEABC) and the Nurses Bargaining Association (NBA), their previous conditions of employment are continued under the nurses' contract unless and until the NBA negotiates changes in the next round of collective bargaining.

HEABC applied to the LRB for a decision on what happens to seniority and service entitlements, like vacation, sick leave, special leave and severance that were earned in Facilities and Community.

Seniority and service for the vast majority of LPNs moves with them to the NBU

In October, the LRB issued a decision confirming the agreement – reached by all the union bargaining associations and employers – that individuals, who worked only as LPNs (over 90 per cent), will port all their seniority and service to the Nurses Bargaining Unit. This means that, effective April 15, 2013, this group of workers have no remaining rights in either Facilities or Community and, like registered nurses or other health workers in different bargaining units, are not “employees” but are treated like external candidates for job postings.

LPNs who also worked in other job classifications (“Dual Citizens”)

Less than 10 per cent of LPNs affected by *Bill 18* also worked in other FBU or CBU job classifications, in a regular part-time position or registered as a casual.

In October, the LRB ruled (again, with the support of unions and employers) that any solutions around seniority and service had to be consistent with the principle that their rights ought to be “preserved” in that they should be neither worse nor better off as a result of the legislated move of their LPN work to another bargaining unit.

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That means anyone, who worked as an LPN in a regular part-time or casual capacity and worked in a different job classification in the FBU or CBU in a part-time or casual capacity on April 15, 2013, maintained their relative position on the seniority list in each bargaining unit.

By way of example: a person worked in Facilities as a part-time LPN and was registered as a casual in another classification and had 1,000 seniority hours.

On April 15, 2013, that person will start with 1,000 seniority hours that can only be used in the NBU, and will start with 1,000 hours that can only be used in Facilities.

Going forward, seniority hours will increase completely independently – going up in the NBU based on hours worked as an LPN and going up in Facilities based on hours worked in a Facilities classification. Health employers will be required to post new seniority lists that comply with this decision.

For service and leave entitlements, the November 21 LRB decision says the following:

Regular part-time LPN (NBU) and casual in FBU or CBU (or vice versa)

Service and accrued sick leave, vacation and special leave banks remain in the bargaining unit where the regular part-time position is held.

Registered as a casual in both NBU and FBU/CBU

Rights and entitlements remain governed by the collective agreement covering the casual shift worked.

However, if any banks are frozen in the FBU because a worker left a regular position and went casual, those banks are protected and will remain frozen, and the worker will be entitled to access them when and if a regular position is first secured in either bargaining unit.

Regular part-time LPN (NBU) and part-time in a classification in the FBU/CBU

There are actually very few workers in this category – perhaps a dozen. But these workers have an important election to make by December 11, 2013.

Severance pay: These workers will have to choose which bargaining unit their service will be counted in for the purpose of severance by December 11, 2013. If they fail to do so, their service for the purposes of severance will attach to their regular position in Facilities. This requirement does not apply to LPNs transferred from CBU as there are no severance provisions in that agreement.

Vacation, sick leave and special leave credits: These will accrue according to the collective agreement that applies to the position, and are banked and can be used only in the bargaining unit in which they are earned.

If these workers had banks of sick leave, vacation and special leave, their banks will be split between the two bargaining units based on the FTE of each bargaining unit position. This will take effect the first pay period after December 11, 2013.

So to recap, most LPNs (about 90 per cent) have had their seniority and service transferred to the NBU effective April 15, 2013 and can use these entitlements within the nurses' collective agreement. There are no remaining rights as "employees" for these individuals in Facilities or Community.

Those LPNs who are "dual citizens" will have their pre-April 15 seniority hours reflected on amended seniority lists in both bargaining units, and will accumulate hours after that date in the bargaining unit where these hours were earned.

The impact of *Bill 18* on other service-related benefits varies depending on employment status as outlined above.

Any questions should be directed to your shop steward.

November 22, 2013