NEWS BULLETIN

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VOLUME 21 NUMBER 8 UNITED NURSES OF ALBERTA OCTOBER 1997

A United Future!

UNA President Heather Smith and SNAA President Pauline Worsfold exchanged the news of a strong and united future for Alberta's nurses by phone after both organizations voted overwhelmingly in favour of an amalgamation.

Be Aware of Absenteeism Awareness Programs!

by Kris Farkas, LRO

Along with regionalization has come a proliferation of "Absenteeism Awareness Programs." These programs are theoretically designed to reduce absenteeism, but instead, many nurses report feeling harassed by the program and consequently go to work ill.

Part of the Absenteeism Awareness programs is a series of letters to the nurse followed by a series of interviews. If a nurse is called in for an interview regarding her absences due to illness, she should immediately contact her Labour Relations Officer to discuss what kind of questions are permissible. For example, depending on how long the nurse has been absent, an employer may not be entitled to the diagnosis or details of treatment. A diagnosis is confidential and is not necessary for the employer to have to satisfy its interests. Medical questions of a personal nature may result in an invasion of privacy [Ponak, RAH and UNA (1990) 10 LAC 4th 173].

The employer is entitled to know if an employee has a medical condition which prevents her from working, for example, what physical limitations are there on her ability to walk, stand, bend, lift, push, pull, but not what is the cause of the limitations. Further, the employer is entitled to know how long the limitations are likely to exist and whether there is a likelihood and to what degree the employee will recover.

An employee cannot be compelled to visit an employee health services department to submit to a medical interview by a registered nurse.

An employee cannot be compelled to visit an employee health services department to submit to a medical interview by a registered nurse [Ponak 1990 10 LAC 4th 173] and a nurse cannot be compelled to submit to a medical examination by a doctor of the employer's choice.

What arbitrators have said must be provided to the employer includes routine information as to the nature of the illness or disability, the prognosis and the expected date of return of the employee.

The amount of information an employer can demand is greater upon return to work, particularly from an extended illness. In this circumstance, the employer is entitled to satisfy itself that a nurse is fit to resume work. In this case, the employer has the right to know whether:

a) an employee is fit to perform the task for which she is employed, so that the job may be performed in the workplace successfully and without fear of injury, to either the employee or other employees, and
b) an employee is not infected with some form of contagious disease such that in working in close proximity with other employees she may infect work mates (or patients).

Occupational Health Nurses have a professional responsibility to maintain confidentiality of health information

If you are asked to sign a medical release or are asked to attend an interview regarding your attendance, please contact your Labour Relations Officer.

UNA members will be receiving 10 NewsBulletins each year. Any article, letter or comments for the NewsBulletins must be received by the Provincial Office no later than the 3rd of each month. Please include your name, Local number and phone number with the text. UNA reserves the right to edit any copy received and to make all final decisions on material published by the Union.

Melanie Chapman, Editor
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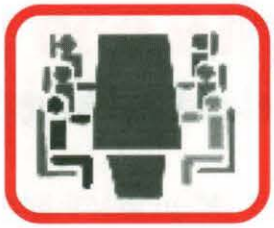


Negotiations Update

Chinook Health Unit Nurses Win Equity

by Truusje Genesis, Health Unit Negotiating Committee

In a major break from other regional health authorities, the Chinook Region has agreed that community nurses and acute care facility nurses deserve the same total compensation package. After only 18 months of bargaining, the employer and UNA's Health Unit Negotiating Committee has signed a memorandum of agreement for nurses working at UNA Local #89. The new agreement contains significant improvements for nurses including:

- scheduling improvements, including an assurance that employees currently working the 5-5-4 may continue to do so until September 1998, plus the establishment of a joint committee to examine alternative mutually acceptable scheduling provisions;
- overtime at 1-1/2X for the first 3 hours, with 2X for subsequent hours worked in excess of 7 hours/day or 35 hours/week and on the 6th and 7th day in any 7 day period;
- minimum of 30 minutes pay for telephone calls while on call;
- vastly better layoff and recall provisions including severance if downsizing occurs;
- assurances that PT employees move up the vacation scale according to years of service instead of hours worked, get paid vacation and can port vacation entitlement from a previous employer, and that employees currently earning higher vacation are red-circled;
- Named Holiday pay at 5.2% for PT and casual employees;
- short-term disability insurance and portability of sick leave credits;
- 75/25 cost-sharing for all benefits premiums, with some benefits available to all PT employees;
- 10 special leave days;
- education allowances for clinical courses;
- recognition of previous experience on one-for-one basis to top increment;
- OH&S and PRC committees; and
- facility rates of pay (including the 8th increment) retroactive to April 1, 1997 with red-circling to ensure no employee is disadvantaged by lower education allowances.

Community Nurses Close to Settlement

by Melanie Chapman, Communications Officer

People often associate the fall season with dying as Mother Nature prepares herself for a long winter. But for Alberta's community nurses, there's a sense of renewal of life and energy at negotiations with their employers. Two recent events have helped move community nurses and their employers closer to achieving a multi-region collective agreement before winter arrives: community nurses overwhelmingly rejected their employers' last offer and, in separate negotiations, the Chinook Regional Health Authority agreed to equity between community and facility nurses.

Negotiations resumed between UNA and the Provincial Health Authorities of Alberta (PHAA) on September 18 with a vastly improved offer from the employers. The employers are now proposing a move to hospital wage rates while red-circling employees whose current combined wage and education allowance is higher than the new combined rates. The employers have dropped their demands to dismantle the 5-5-4 work schedule and now want to maintain the 5-5-4 until the later of April 1, 1999 or the negotiation of a new collective agreement. The employers have also agreed to the layoff and recall provisions of the Chinook contract.

A few issues remained unresolved by the time the employers left UNA's offices on September 19. Vacation and the cost-sharing of benefits remain outstanding. The regions say they agree with providing facility benefits including short term disability but don't want to pay out more money for the enhanced plan than they are currently paying. Under this proposal, nurses would no longer have 50/50 cost-sharing and would pay a higher percentage of their premiums.

UNA proposed that community nurses maintain their current vacation entitlement (which is higher than that of facility nurses) and that benefits be cost-shared 60/40 (employer/employee).

PHAA decided that they could not agree to UNA's offer without checking with their 'decision-makers'—who, unfortunately, were not available that day. PHAA then told the mediator, Wes Pangrass, that they would respond to UNA on October 9. Prior to confirming the date with UNA's negotiating committee, the employers' bargaining team slipped out the door and disappeared into the night. UNA is now pursuing an earlier date for further talks.

"16,000 Nurses; 1 Union"

Special Meeting Says yes to Amalgamation

"The single greatest initiative for nurses in Alberta in two decades!" That's how Heather Smith, UNA's President since 1988, describes UNA's and SNAA's plans to join forces as one union on October 15, 1997. Members of both organizations overwhelmingly endorsed the plan in separate voting processes on September 22 and 23.

Years of discussion and negotiations between the two nursing unions resulted in the September 25 announcement that they would join forces to advocate on behalf of registered nurses and registered psychiatric nurses and their patients/clients.

Both union presidents have pointed to the regionalization of health care in Alberta and a growing need to speak out for quality patient care as major factors in bringing the parties together. Heather Smith says that the Capital Region's application for one certificate for nurses at 3 hospitals in Edmonton (2 UNA; 1 SNAA) was a catalyst for the renewal of talks between the two groups. "It was clear that the employer thought that they could play the two organizations off against each other to achieve the ability to move RNs from one site to another at the employer's whim," said Smith. "Their application to the LRB was designed to allow the employers to set the parameters and rules for the region instead of allowing nurses to determine where they will work."

In July, in the midst of the mediation talks to settle the LRB application, SNAA approached UNA about the need for one organization to represent the concerns of RNs and RPNs in their workplaces. Pauline Worsfold, President of the Staff Nurses Associations of Alberta, observed that, "It makes sense to amalgamate with the United Nurses of Alberta at this critical time of health care change in the province of Alberta. It is time to join together and move forward in the best interests of registered nurses and registered psychiatric nurses." Smith agreed with Worsfold that the needs of nurses and their patients and clients will be well-served by the amalgamation. "It will strengthen our professional voice in addressing workplace and patient care issues," noted Smith. "This is good news for our patients, our profession and ourselves."

UNA's current membership of 13,500 will be enriched by SNAA's 2,400 members on October 15. Pauline Worsfold will become UNA's Transitional Officer for a one-year term and two SNAA staff members will move with her to UNA. Three district representative positions will also be created to represent the increase in total membership of UNA. An organizational review of UNA's structure and delivery of services is also planned for 1998.

Region 10 Settlement

Since January of this year, UNA and other health care unions have been embroiled in a Labour Relations Board hearing to determine whether there should be one bargaining unit and one collective agreement for all nurses in the "Referral Hospital System" (Royal Alexandra Hospitals, University of Alberta Hospital and Glenrose Rehabilitation Hospital). In September, UNA, SNAA and the Capital Health Authority entered into a settlement, subject to ratification, which contains several amendments to the collective agreements. The amendments are lengthy, but establish several important rights for registered nurses at those sites.

At the outset, the employer demanded, amongst other things, a single collective agreement for all nurses, a single bargaining unit for all nurses, ability to assign nurses to multiple sites to deal with the "peaks and valleys" of staffing and patient acuity or to cover for Christmas and summer vacation staff shortages, ability to create endless multiple site positions, ability to force nurses to permanently transfer to another site and provisions forcing nurses to accept recall to another site or lose their recall rights.

UNA and SNAA successfully negotiated provisions which do not require a single collective agreement or a single bargaining unit. The Letter of Understanding also contains significant limitations on the employer's ability to move nurses amongst the sites.

1. Who's Affected?

- Glenrose Rehabilitation, Royal Alexandra and University of Alberta Hospitals. The parties will address the inclusion of the Sturgeon and Caritas facilities as parties within the next few months.

2. Transfer of Programs

- Letter of Understanding currently attached to the collective agreements is to apply with one amendment—if not enough employees choose to transfer with the program to ensure its viability, the employer can require employees to transfer for six months starting with the least senior employee. After six months, the employees return to their original bargaining unit and can exercise rights to severance or displacement.

3. Skill Maintenance/Education

- Employees may be assigned to work at another site for up to three months for the purpose of skill maintenance and/or education, if the skill maintenance cannot be provided at their home site.
- Certain employees may provide specific specialized services at any site on an ongoing basis (e.g. ECMO, NICU and PICU transport teams, HOPE team, etc.).
- For skill maintenance and specialized services, the employer and the union must agree on the area of service under which employees can be assigned to work at another site.
- Assignments for skill maintenance/education require twelve weeks notice or agreement of the union for a shorter notice. Employer cannot use this clause to regularly schedule employees across sites.
- No restriction on employees attending meetings at another site.
- No layoffs as a result of employees working across sites.
- While working across sites, employees remain members of the bargaining unit that they were hired into.

4. Emergency Situations

- Employees may be assigned to work at any site in a critical and unforeseen emergency situation, and the employer must be able to demonstrate it has made a bona fide attempt to mobilize resources to resolve the issue before assigning staff to another site.

5. Multi-Site Positions

- Employer may create multi-site positions when operational requirements make it necessary. Multi-site positions will be posted at all three sites and employees at all the sites will be treated as internal candidates.

6. Renovations

- Where renovating a premise requires a temporary relocation of a unit, employees will be asked, in order of seniority, to relocate. Employees who do not relocate temporarily will be given layoff notices. Unfilled positions at the temporary location will be filled according to the collective agreement at the sending site. Transferred employees will be returned to the renovated premises within two years. Severance will only be offered if there is a permanent reduction in regular employees.

7. Recall

- Recall will be in order of seniority to home site first. When positions remain unfilled, employees from other sites will be recalled in order of seniority. Employees may refuse recall to another site one time. If an employee refuses recall to that site a second time, she will forfeit her right to recall at the other site, but will maintain rights to recall to her home site. An employee accepting recall to another site will be able to transfer seniority, pension, vacation and sick leave up to maximum entitlements in receiving site collective agreement.

8. Vacancies

- Vacancies remaining after complying with the provisions of the collective agreement will be posted for employees of other sites. Successful candidates will be able to transfer seniority, pension, vacation and sick leave up to a maximum in receiving site collective agreement.

9. Travel

- Employees required to travel to other sites during work hours will be reimbursed for parking and travel costs. Other travel matters will be addressed within six months by the parties.

10. Part-Time & Casual

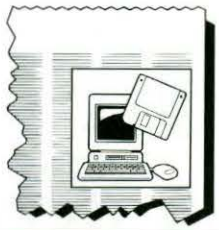
- Parties will meet within six months to address issues where employees are employed at more than one site.

11. Amendments/Deletions

- Amendments, deletions, and renewal of this Letter of Understanding in future collective agreement must have the consent of all parties. Grievances under the Letter of Understanding will be resolved through a quick arbitration process, with all parties having the right to attend.

12. Seniority

- Seniority calculations for transfers from one facility to another is as follows:
  - Transfer from hours of work to date of hire: *seniority granted according to the date of hire at sending site.*
  - Transfer from date of hire to hours of work: *seniority granted according to hours worked at the sending site with adjustment downward for any leave greater than 30 days. Full-time employees considered to have worked 2022.75 hrs.*
- Principle applied by the unions was that employees transferring are to be treated as though they had always been employees of receiving site.



Found on the UNA Net

The following discussions are taken from UNA's latest communications tool, the UNA Net – a provincially linked network of computers. This is the forum for discussion of professional issues, a place to get feedback from fellow UNA members and a place to raise issues important to you and your facility. If you have a computer and modem and would like to be part of this network, contact Rena or Florence at Provincial Office.

Professional Responsibility

Med Carts

- Are there any hospitals with 20 beds or fewer that utilize a medication cart system? We would like to know how you dispense the meds, i.e. does pharmacy come up every day to adjust? Our NCC thinks that a med cart would eliminate med errors on our acute care unit and we are looking for any info out there.
- We have a med cart which stocks commonly used drugs alphabetically and a drawer with room-specific boxes for the meds that are not stocked. We do not have a pharmacist on site but an LPN works as pharmacy assistant and stocks the cart with prepackaged labeled meds sent from the central pharmacy. We still use the card system for dispensing meds and can't think of another method that would be more time efficient in our hospital.
- In our 15-bed hospital, we have used a med cart for a few years but our new pharmacist is looking into changing the distribution system. The present system has individual drawers for each patient and are filled by pharmacy three times a week. If a new patient is admitted then we add the meds to the drawer out of ward stock. Problems occur when a different dosage is needed, the staff pull from other drawers but don't refill them. Another problem is if there is a new med order when pharmacy isn't there and other drawers are not filled by the staff properly. We pour pills outside each patient's door as we go around. The new system we're looking at is 8-day blister packs for each patient.
- Our med carts are fully stocked with our formulary meds in bottles; IV meds, clysis meds and narcotics are on the cart. We do have some trouble with stock shortages and at times the RN needs to go to pharmacy and replenish stock. If a med is ordered that we don't stock, we ask the patient to bring in their own supply which then goes into a special drawer for "own meds" use. This is indicated in the med binder so the nurse knows where to look. All other meds are stocked under their generic names (indicated in the med binder. It is generally the job of the pharmacist to stock, but we keep a running list of low stock so that she knows what we need. The system has worked well.
- We've had the med cart for several years. On acute care, each patient has his own drawer and the cart is stocked by the pharmacist. If new meds are ordered, the unit clerk leaves a page up so the RN can grab the new med from stock before she goes out. There is also a drawer of commonly used stock meds on the cart. The only real problem we have is now with a regionalized pharmacy—we have fewer drugs in stock and have run out several times.

Security

- I would appreciate information on the type of security provided for nurses at your hospital i.e. cameras; pagers, etc.
- At this large acute care facility, we have very good security. Cameras, which are monitored constantly, scan the staff and public parkades as well as all entrances. Security walks staff to cars parked in more isolated lots. The soon-to-be-opened parkade is similarly monitored and well lit with a connecting walkway to hospital north entrance. All security carry walkie-talkies or pagers.
- Our small facility has a camera at the back staff entrance, another in the dining room, and at the ER door. The ER door is locked after 10PM and unlocked at 6AM by the nursing staff. The staff lets people into ER through a buzzer system but the camera picture isn't very clear. We used to have a security guard but he was cut two years ago. We are on our own on nights and evenings in the parking lot. As a matter of fact someone phoned the front desk of the hospital a few months ago and was just wondering what time the nurses ended their shift, and the girl told them!
- Our facility has an ordinary keylock type of entrances with the same key for all three doors. We also have this gremlin-inhabited door alarm system that goes off without discernible reason. Our best security system is the belief that we can scream loud enough to be heard by the staff on the other floor. No security guard, ever, but a well lit parking lot that is partially obscured by shrubbery! No need for the faint-hearted to apply.
- Our main facility has a 'nurse alert' system. Each staff wears a pendant, when triggered, a message over the intercom identifies the location and all staff is required to respond. The message is sent to a company responding from Edmonton that notifies the RCMP and we receive a phone call from them to check on the situation. There are some flaws but it is better than nothing. We have no cameras, no security guard. Our front doors are locked after 2000 hours and we are to respond to door bells with two staff members; difficult to do at time when this is all we have for staffing!

  The building has a door alarm on all doors that can be bypassed during the day. We keep our ambulance entrance locked after hours. The staff entrance is locked at all time, each member have a " door key". Keep safe!!
- At our 60-bed facility, we have security coverage from 4pm to 8am and all weekends. We have a camera at the ER door monitored on AC and secured door at the staff entrance for card entry only. We have had security for many years but they are not paid adequately for the excellent job they do (never mind the hospital maintenance things they do in their off hours). They also help the employer cover the Ward/Unit clause by being the person in the OPD area so the RN is not working alone.

University of Alberta
Edmonton
Faculty of Nursing
Office of the Dean

August 12, 1997

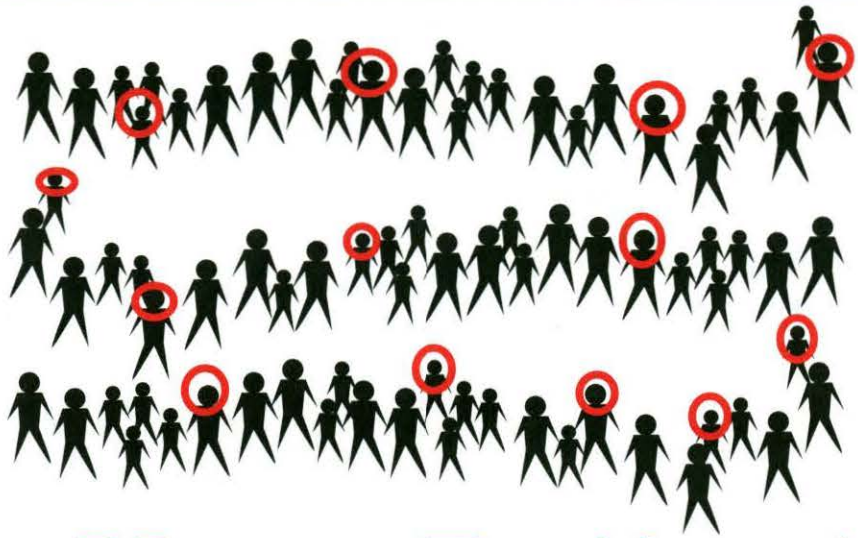
Dear Heather,

Over the past several months, I have been pleased to see advertisements by your organization which represent the nursing profession in a positive and progressive manner. I commend you and the United Nurses of Alberta on your hard work and continued support of professional nursing practice.

Thank you again for attending our Faculty Caucus meeting in January. It was very helpful to hear from you the directions and goals of the United Nurses of Alberta. I hope we can continue to communicate closely in the future.

Sincerely,

Marilynn J. Wood, RN DrPH
Dean and Professor



So Many Patients. So Little Time.

As quality health care erodes and nurses are expected to do "more with less", patients suffer. Every shift in every health care facility in Alberta gives rise to patient care concerns. Now is the time to protect our patients and advocate on their behalf. When issues arise such as:

- **understaffing**
- **lack of time to prepare medications safely**
- **increased patient acuity without a staff increase**
- **generic health care workers doing RN and RPN work**

contact your Professional Responsibility Committee (PRC) and fill out a PRC form or ask that your concern be put on the agenda of the next PRC meeting with management.

rofessional Responsibility

United Nurses of Alberta

Contact your Local Executive for more information.