

## **Fast Facts:**

- CUPE represents health care providers in Prairie North, Prince Albert Parkland, Regina Qu'Appelle, Sun Country and Sunrise health regions.
- CUPE represents approximately 12,600 employees such as dietary, laundry and housekeeping aides; licensed practical nurses; x-ray and lab technicians; maintenance staff; cleaners; clerical workers; and special care aides.
- The SAHO/CUPE contract expired March 31, 2008.
- Initial meetings to discuss bargaining the collective agreement started September 9 - 12, 2008. Subsequent meetings were held September 29 – October 3; October 27 – 31; November 17 – 21; December 8 – 9; January 20 – 23, 2009; and February 24 – 27.
- Further meetings are scheduled for March 23 – 27; April 27 – May 1 and May 19 – 22.

## **Progress:**

Through the process some of the outstanding issues have been reduced. To date, the parties have discussed language proposals up to and including Article 21 of the contract.

Monetary issues will be discussed with all three Unions (CUPE, SEIU & SGEU) when the three different tables have come to the end of discussions on the non-monetary issues.

Some proposals still under discussion on following pages.

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<p>6.01 <b>Use of Volunteers</b> c) <b>The Local of the Union shall be notified in writing <i>annually</i> of the number of volunteers utilized <i>coordinated by the Employer</i> and the scope of their activities per facility <del>on an annual basis</del></b></p>		<p>The information requested by CUPE is not readily available and would require considerable effort and expense to compile. Ascertaining the number of volunteers at any given time is analogous to compiling the number of visitors in facilities at any given time. Employers do not comprehend the value of this information to either party and CUPE has not provided the rationale for requesting it.</p>
<p>15.01 <b>Occupational Health and Safety</b> b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the Committee, as outlined in <i>The Occupational Health and Safety Act and Regulations</i> shall suffer no loss of pay or benefits. <b>CUPE members performing Committee duties outside of their scheduled work time shall be reimbursed at regular pay for meeting time.</b> d) <b>A worker may refuse to perform any particular act or series of acts at a place of employment where the worker has reasonable grounds to believe that the act or series of acts is unusually dangerous to the worker’s health or safety or the health or safety of any other person at the place of employment until:</b> (i) <b>sufficient steps have been taken to satisfy the worker otherwise; or</b> (ii) <b>the Occupational Health Committee has investigated the matter and advised the worker otherwise.</b> (iii) <b>If the worker is dissatisfied with the</b></p>		<p>The employers have made no proposals in this area.</p> <p>Employers recognize and are fully in support of the employee’s right to refuse work that is unusually dangerous as guaranteed by the Occupational Health and Safety Act and Regulations. It is not necessary, or useful, to write language into the collective agreement which is already specified in the Act.</p> <p>Employers have not agreed to the language proposed by CUPE which could be interpreted to permit refusing work which is a key part of the job (ie. Security guards refusing “dangerous work”).</p>

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<p><b>outcome of either (a) or (b), the worker may request an occupational health officer to investigate the matter; and the worker is entitled to refuse to perform the act or series of acts until the occupational health officer has investigated the matter and advised the worker of the outcome.</b></p>		
<p><b>15.12 Communicable and Occupational Diseases</b></p> <p>In accordance with <i>The Occupational Health and Safety Act and Regulations</i>, the Employer will adopt safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.</p> <p><b>a) Time lost as a result of immunization, either voluntary or as legally required for health care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control, shall not result in loss of pay or loss of sick leave credits.</b></p> <p><b>b) Employees who are quarantined or prohibited from working by the Employer or the Medical Health Officer as a result of exposure to an infectious disease where such exposure could reasonably be connected to their employment in the Regional Health Authority, shall not suffer any loss of pay or reduction in sick leave credits. In the case of other than full time Employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time</b></p>		<p>The employer is proposing no change to Article 15.12 and adding new articles 15.13 and 15.14 to address these issues.</p> <p>The employers' objective is to provide a safe work environment for employees and patients or residents. Employers are willing to ensure the vaccinations are at no cost to the employees and are administered on work time. Employees can choose whether to accept the vaccination. If they choose not to accept the vaccine, and an outbreak occurs, they may be placed on an unpaid leave or offered access to vacation credits or banked time to maintain their income. The employer's proposed language is based on the current language in the SUN contract.</p>

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<p>lost or date of hire whichever is greater.  <b>c) The Employer(s) shall notify the Employee(s) of the presence of chemical substances, biological or known carcinogens, and The Employer(s) agree, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance or known carcinogen. The Employer(s) shall also inform the Employee(s) affected of their right to refuse as per Article 15.01 d).</b></p>		
	<p><b>15.13 Influenza Vaccine</b>  <b>The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Health Officer or in compliance with applicable provincial legislation, the following rules shall apply:</b>  <b>(a) Employees shall, subject to the following, be required to be vaccinated for influenza.</b>  <b>(b) If the full cost of such medication is not covered by some other source, the Employer shall pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee s working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.</b>  <b>(c) Employers recognize that employees have the right to refuse any required immunization.</b>  <b>(d) If an employee refuses to take the vaccine</b></p>	

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	<p><b>required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the facility until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he may use banked time or vacation credits in order to keep her or his pay whole.</b></p> <p><b>(e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid in accordance with Article 31.03. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees. Any time lost shall not result in loss of pay for scheduled shifts or reduction of the Employee s sick leave credits.</b></p> <p><b>(f) If an employee gets sick as a result of the vaccination, and applies for Workers Compensation Benefits, the Employer will not oppose the claim.</b></p> <p><b>(g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.</b></p> <p><b>(h) The clause shall be interpreted in a manner consistent with the Saskatchewan Human Rights Code.</b></p>	
	<p><b>15.14 Immunizations/Quarantine</b>  <b>Any time lost as a result of:</b></p>	

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	<p>- immunization required by the Employer or;          - quarantine or;          - being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of her employment;          shall not result in loss of pay for scheduled shifts or reduction of the Employee s sick leave credits. Payment of wages for scheduled shifts and beyond shall be calculated in accordance with Article 31.03.</p>	
	<p><u>Amend Article 18.01 b) ii) as follows:</u>          ii) incidents are investigated promptly, objectively and in a sensitive confidential manner. <b>Employees and Local of the Union representatives will be expected to co-operate with Management in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.</b></p>	<p>The employer has made proposals regarding discrimination/harassment and violence in the workplace articles of the collective agreement that clarifies the obligation of CUPE members to bring such issues to the attention of management. As the union has already agreed that these are issues that need to be dealt with, it is unclear as to why the union is reticent to accept this proposal to ensure a safe and non-violent workplace. Employers believe union members have an obligation to report incidents of this nature.</p>
	<p>Amend Article 21.01 b)          b) For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:          i) shifts (days, evenings, nights) including actual hours,          ii) probable date of commencement of the position, and</p>	<p>Employers have proposed to include more information in the posting of positions, specifically, whether the posted position is “regionally based, multi-site, facility-based/agency-based, or specific to a department”.</p>

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	<p>iii) Regionally based, multi-site, facility-based/agency based or specific to a department.</p> <p>d) <del>Should the Employer(s) be unsuccessful in obtaining applicants with the qualifications required in the posting of the position, and intends to reduce the qualifications from those stated on the posting, the Employer(s) shall consult with the Local of the Union regarding the amended qualifications and shall re-post the position describing the required qualifications and fill the position in accordance with this article. Employees who accept a part-time position shall be offered the opportunity to accept relief work in the same classification within the department of the part-time position subject to the application of 27.04 c) i).</del></p>	
<p>Amend title of 21.09 a) as follows: a) <del>Transfer</del> <b>Standing Applications</b></p>	<p><u>Amend Article 21.09 as follows:</u></p> <p><b>b) Reassignment</b> Employees may be reassigned within their own department prior to a vacancy being posted.</p> <p>i) <del>Employees wishing to be reassigned within their own department shall present the request, in writing, to the Personnel Department or designated alternate. The request shall remain in effect for three (3) months.</del></p> <p>ii) <del>The request for reassignment shall be given consideration with other job applications when a vacancy occurs; and</del></p>	<p>The employer is proposing language that is specific to reassignment within a department.</p>

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	<p><del>shall be awarded in accordance with Article 21.02 b) Filling of Vacancies and New Positions unless otherwise mutually agreed between the Employer and the Local of the Union.</del></p> <p>iii) <del>The foregoing shall not apply where vacancies and new positions are posted by Departmental Unit.</del></p>	
	<p>27.04 i) Failure to Properly Assign Work The senior Employee not called in accordance with these provisions shall be <b>scheduled for paid for all</b> lost hours provided the error is <del>discovered</del> <b>reported</b> and recorded no later than fourteen (14) calendar days after the work is performed. <del>After the fourteen (14) calendar days the Employer will not be subject to payment.</del> <b>Such hours shall be scheduled as supernumerary within fourteen (14) calendar days from the date the lost hours are reported.</b></p>	<p>The employers believe that when scheduling errors occur, employees should be required to work the missed time in order to be paid for the time. The employers agree that this assignment will be in addition to normal staffing levels so that no other employee misses an opportunity to work.</p>
<p><b>27.10 Overtime Rates of Pay</b> Employees shall not work overtime unless authorized by the Employer.</p> <p>a) Overtime by Seniority All Employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority. <b>The Employer(s) shall maintain a list for the purposes of offering overtime. The list shall be posted in an area accessible</b></p>	<p><b>27.10 Overtime Rates of Pay</b> Employees shall not work overtime unless authorized by the Employer.</p> <p>a) Overtime by Seniority All Employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority. .</p> <p><b>The senior Employee not offered overtime in accordance with these provisions shall be</b></p>	<p>The employers believe that when scheduling errors occur that employees should be required to work the missed time in order to be paid for the time. The employers agree that this assignment will be in addition to normal staffing levels so that no other employee misses an opportunity to work.</p>

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<p><b>to all Employees in the department.</b></p>	<p><b>scheduled to work for the lost overtime hours paid at the applicable overtime rates provided the error is reported no later than fourteen (14) calendar days after the overtime work is performed. After the fourteen (14) calendar days the Employer will not be subject to payment. Such hours shall be scheduled as supernumerary within fourteen (14) calendar days from the date the lost hours are reported.</b></p>	
	<p><b>27.17 Weekends Off</b> Insofar as possible within established staffing patterns, Employees will be scheduled for weekends off on an equitable basis. All Employees shall have at least one (1) weekend off in <b>the designated</b> three (3) week period.</p> <p><b>Employees shall not be assigned to work more than two weekends in the designated three week period. However, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and the Employees affected.</b></p>	<p>The employers believe that it is inappropriate for the employer to pay overtime rates of pay for regularly scheduled hours that are a result of an employee accepting an offer of an overtime shift on a weekend.</p>
	<p><b>27.26 Home Care Hours of Work</b></p> <p><b>The parties to this Agreement recognize the uniqueness of the Home Care Program and recognize the need for guaranteed hours of work to assist in providing quality care.</b></p>	<p>The employers' proposal refers to Home Care workers only. It is in response to specific workplace concerns for provision of appropriate client care within the home care setting.</p>

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**The parties agree that the creation of guaranteed hours and the assignment of hours to employees shall first (1st) be governed by the need for good client care. The parties agree that every reasonable effort will be made to recognize:**

- Consistency in the provision of client care;
- Timeliness of response to client needs; and
- Seniority.

**Hours of Work Applicable to Home Care Employees**

**In order to maximize hours, Employees may be required to work irregular hours within the following restrictions:**

- i) **An employee shall not work more than ~~twelve (12)~~ eight (8) hours per day;**
- ii) **An employee shall not work more than one hundred and twelve (112) hours averaged over in the designated three (3) week period;**
- iii) **An employee's hours of work shall be confined within a fifteen (15) hour period beginning with the first (1st) hour worked.**
- iv) **An employee may be required to report for duty on different occasions in such fifteen (15) hour period. At least eight (8) consecutive hours must separate the last hour worked and the**

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	<p><b>first (1st) hour of the next work day period;</b></p> <ul style="list-style-type: none"><li><b>v) Nothing shall preclude the Employer and the Local of the Union from establishing an extended shift agreement;</b></li><li><b>vi) No employee shall be required to work more than six (6) consecutive days without receiving days off, except by mutual agreement between the Employee and the Employer;</b></li><li><b>vii) Employees shall not be assigned to work more than two weekends in the designated three (3) week period. However, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and the Employees affected;</b></li><li><b>viii) If the employee is required to work beyond the preceding restrictions overtime pay shall be paid for all such hours worked;</b></li><li><b>ix) Other than Full-time Employees will be required to fulfill their part-time (perm or temp) position before they can be expanded to shifts outside of Home Care.</b></li></ul>	