

## Setting the Record Straight

CUPE has provided information to the employees of the Health Regions that misrepresents proposals the Employers/ SAHO have presented to the Union.

<b>CUPE Claims</b>	<b>Employer/SAHO Proposals</b>
<p><b>Employer Chooses Your Job For You</b> The employer wants:</p> <ul style="list-style-type: none"> <li>to create regionally-based and multi-site positions, unilaterally, and without agreement from the union or employees.</li> <li>the right to transfer employees on a temporary or permanent basis to any other facility within the health region, whenever it suits their purposes, or to make your existing position a multi-site position. You may be required to travel between two communities. You could also be responsible for transportation costs to and from any new permanent place of work.</li> </ul> <p>The employer wants:</p> <ul style="list-style-type: none"> <li>permanent employees would be unable to apply for other positions until they have been in their current position for 365 days.</li> </ul>	<p><b>The Employers have a proposal to create a process to deal with occasional and ongoing operational needs to have employees work at different facilities/ locations. These processes would include:</b></p> <ul style="list-style-type: none"> <li>the offers of assignment of jobs by seniority</li> <li>consultation with Union and employees in ongoing situations</li> <li>the payment of travel costs in accordance with the Collective Agreement</li> </ul> <p><b>The Employers have proposed that permanent employees would be able to bid on other permanent positions when:</b></p> <ul style="list-style-type: none"> <li>the position is an increase in pay, or</li> <li>the position is an increase in hours, or</li> <li>the employee has been in their current position for 365 days.</li> </ul>
<p><b>Reduced Lay-off and Bumping Rights</b> The employer wants:</p> <ul style="list-style-type: none"> <li>to restrict laid-off and displaced employees' rights to exercise seniority on a bargaining unit wide basis. Laid-off and displaced employees would be limited to exercising seniority strictly on a facility or agency basis. If your facility or agency closed, you wouldn't have a job.</li> </ul>	<p><b>The Employers have proposed that laid-off and displaced employees would be able to bump into vacancies across the bargaining unit and would only be eligible to bump another employee at their own facility/agency.</b></p>
<p><b>Disabled Workers Lose Rights to Re-employment</b> The employer wants:</p> <ul style="list-style-type: none"> <li>the right to terminate employees on the re-employment list if they have not been reemployed within two years. Employees who don't fully recover after two years would be terminated if they haven't been reemployed or accommodated. If you break your body working in health care, health care employers can't wait to cut you loose!</li> </ul>	<p><b>The Employers have proposed that the time spent on the re-employment list would be limited to two years, however, employees would not access the re-employment list until after they have been on DIP/ WCB for at least two years and 119 days. At the end of four years and 119 days if there is no prognosis of the employees ability to return to the employer then and only then would they be terminated.</b></p>

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<p>No Overtime by Seniority The employer wants:</p> <ul style="list-style-type: none"> <li>• you to pay for their mistakes. If the senior employee is overlooked for an overtime shift, he or she would no longer be compensated at overtime rates for the employer's mistake. Instead the employer promises to schedule you for another overtime shift within 14 days of reporting the missed overtime. You don't even get to choose when you want to work that overtime shift!</li> </ul> <p>The employer wants relief employees to pay for their mistakes.</p> <ul style="list-style-type: none"> <li>• At present, if the senior relief employee is overlooked for a shift, the employer must pay the senior employee for the missed shift. The employer wants to eliminate this seniority right and instead just schedule you for another shift, which would likely have happened anyway. If there were no longer a penalty for employers who don't respect seniority, they would start assigning relief work to whomever they wanted.</li> </ul>	<p><b>The Employers have proposed that employees would be scheduled to work for the overtime within 14 days in a supernumerary capacity. The Employers have not proposed to change the assignment of overtime by seniority.</b></p> <p><b>The Employers have proposed that employees would be scheduled to work for the missed shift within 14 days in a supernumerary capacity. The Employers have not proposed to change the assignment of relief by seniority.</b></p>
<p>No Promotion of Full Scope of Practice The employer refuses to recognize and promote the full scope of practice for our LPNs. They refuse to establish permanent LPN jobs in situations where LPN's have been temporarily hired due to the RN shortage.</p>	<p><b>The Employer representatives have committed to discussing the recognition of full scope of practice for LPNs with their principals and come back to the table with the results of those discussions.</b></p> <p><b>The Employers can not unilaterally turn RN positions which are covered by the SAHO/SUN Collective Bargaining Agreement into CUPE positions.</b></p>
<p>Elimination of Weekend Overtime Premiums The employer wants:</p> <ul style="list-style-type: none"> <li>• you to work weekends with no weekend premiums! Currently, employees are paid at overtime rates for the third and every following weekend until they receive a weekend off. You could potentially be scheduled to work every weekend, if the employer needs you and receive no additional compensation.</li> </ul>	<p><b>The Employers have proposed that employees would not be required to work more than two weekends in the designated three week period. If an employee did work all three weekends in the designated three week period then the overtime provisions of the Collective Agreement would apply.</b></p>

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<p>No Christmas or New Year's Holidays With Your Family The employer wants:</p> <ul style="list-style-type: none"> <li>the right to decide if you can spend any time over the holidays with your family. Employees would no longer have the right to get either Christmas or New Year's Day off.</li> </ul>	<p><b>The Employers have proposed that employees can have either Christmas Day or New Year's Day off.</b></p>
<p>Limited Rights to Unpaid Leave and Vacation The employer wants:</p> <ul style="list-style-type: none"> <li>to prevent you from accessing your time in lieu bank until you have used up all of your vacation</li> <li>the right to schedule your vacation for you at a time convenient to them if you do not use it all before October 1.</li> </ul>	<p><b>The Employers have proposed that if an employee has unscheduled vacation remaining as of October 1st, the manager and the employee would meet and discuss the scheduling of such vacation time.</b></p>
<p>Major Concessions Demanded from Home Care The employer wants:</p> <ul style="list-style-type: none"> <li>to end the right to guaranteed hours of work for all home care workers. The employers' home care concession demands include: <ul style="list-style-type: none"> <li>Home Care employees would be expected to report for work at several points over a 15-hour period each day. Employees with young children would have a nearly impossible time arranging for childcare!</li> <li>Home Care employees would be allowed only 8 hours of rest between each 15-hour period of work.</li> <li>Home Care employees would be expected to work 6 days in a row under these new rules.</li> </ul> </li> </ul>	<p><b>The Employers have tabled proposals that recognize the unique working environment of the Home Care employees. These proposals address the specific operational needs of the program and to date CUPE has refused to discuss these proposals.</b></p>
<p>No Retroactivity for Existing Employees and Retirees The employer wants:</p> <ul style="list-style-type: none"> <li>to delete our letters of agreement regarding the retroactivity of wage increases for existing employees and retirees. They stall at bargaining, refuse to table a monetary package and there is no assurance that wage increases will be retroactive to the March 31, 2008 expiry of our agreement.</li> </ul>	<p><b>The Employers have neither agreed, to nor rejected, the concept of retroactivity for employees and/or retirees. They have clearly stated that these discussions will be held as part of the monetary package discussion, as has been the case in past round of bargaining.</b></p>

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	<p>The Employers have not refused to table a monetary offer, but have consistently stated that the monetary package will be discussed at the Coalition Table with all of the Health Region representatives and the three Health Provider Unions (CUPE, SEIU, SGEU). The Employers have also consistently stated non-monetary issues need to be further discussed before the parties convene a common table.</p> <p>Employers have not stalled at bargaining. The Employer bargaining team has met with CUPE in good faith and has moved on several items and have withdrawn a number of proposals in an effort to keep the bargaining process moving along.</p> <p>Although the collective agreement expired almost 14 months ago (March 31, 2008), it was CUPE who requested negotiations not begin until September of 2008, almost 6 months after the expiration of the collective agreement.</p>

