

**What
CUPE Members
Need To Know
About
SAHO's "Final, Final" Offer**



May 3rd, 2010

Since the January 27th SAHO Final Offer....

- CUPE held over 100 meetings with members throughout province
- SGEU & SEIU held meetings with their members
- Members indicated “Final Offer” is not worth vote
- Message delivered to SAHO, Employers & Government
- Members active and protesting
- Friday rallies and lobbying of MLAs
- Wrote letters/lobbied MLAs, RHA Boards & RHA Management

May 3rd & May 11th, 2010

- May 3rd – SAHO amended their final offer, “Final, Final Offer”
- May 11th - Coalition Unions (CUPE, SGEU & SEIU-West) tabled counter to SAHO “Final, Final Offer” with “Fair Offer”
- Less than 24 hours after tabling the “Fair Offer”, SAHO rejected the proposal
- So, what is in the Coalition “Fair Offer” vs. SAHO “Final, Final Offer”?

<p align="center"><u>COALITION UNIONS' PROPOSAL</u> May 11, 2010</p>	<p align="center"><u>EMPLOYERS' PROPOSAL</u></p>
<p>Proposed general wage increase in Offer</p> <ul style="list-style-type: none"> ➤ April 1, 2008 – 4.0% ➤ April 1, 2009 – 2.0% ➤ April 1, 2010 – 1.5% ➤ April 1, 2011 – 2.0% ➤ Ending March 31, 2012 <p align="center"><u>Total – 9.5 %</u></p>	<p>Proposed general wage increase in Final, Final Offer</p> <ul style="list-style-type: none"> ➤ April 1, 2008 – 4.0% ➤ April 1, 2009 – 2.0% ➤ April 1, 2010 – 1.5% ➤ April 1, 2011 – 2.0% ➤ Ending March 31, 2012 <p align="center"><u>Total – 9.5 %</u></p>
<p align="center"><u>RETROACTIVITY</u></p> <p><u>Full Retroactivity</u></p> <ul style="list-style-type: none"> ➤ All employees on staff from the date of signing back to April 1, 2008 ➤ Including Retirees 	<p align="center"><u>RETROACTIVITY</u></p> <p><u>Partial Retroactivity</u></p> <ul style="list-style-type: none"> ➤ All employees on staff from the date of signing back to April 1, 2008 • ENDING MARCH 31, 2010 ➤ Including Retirees • HAVE TO APPLY WITHIN 30 DAYS ➤ Including Laid Off Employees • HAVE TO APPLY WITHIN 30 DAYS
<p align="center"><u>SHIFT PREMIUMS</u></p> <p>Phase in During the Life of the Collective Agreement</p> <ul style="list-style-type: none"> ➤ Effective MARCH 31, 2011 - \$2.70 ➤ Effective MARCH 31, 2012 - \$3.75 	<p align="center"><u>SHIFT PREMIUMS</u></p> <p align="center"><u>NO INCREASE</u></p>

<p align="center"><u>COALITION UNIONS' PROPOSAL</u> May 11, 2010</p>	<p align="center"><u>EMPLOYERS' PROPOSAL</u></p>
<p align="center"><u>WEEKEND PREMIUM</u></p> <p>Phase in During the Life of the Collective Agreement</p> <ul style="list-style-type: none"> ➤ Effective MARCH 31, 2011 - \$2.35 ➤ Effective MARCH 31, 2012 - \$3.10 	<p align="center"><u>WEEKEND PREMIUM</u></p> <p align="center"><u>NO INCREASE</u></p>
<p align="center"><u>Standby Payments</u></p> <p>Phase in During the Life of the Collective Agreement</p> <ul style="list-style-type: none"> ➤ <u>Regular Rates</u> <ul style="list-style-type: none"> • Effective March 31, 2011 - \$2.32 ➤ <u>Regular Rates</u> <ul style="list-style-type: none"> • Effective March, 2012 - \$3.15 ➤ <u>Day Off/Stat Rates</u> <ul style="list-style-type: none"> • Effective March 31, 2011- \$4.25 ➤ <u>OTFT EMS Rates</u> <ul style="list-style-type: none"> • Effective March 31, 2011 - \$4.25 	<p align="center"><u>Standby Payments</u></p> <p align="center"><u>NO INCREASE</u></p>
<p align="center"><u>TRANSPORTATION ALLOWANCE</u></p> <ul style="list-style-type: none"> ➤ Kilometer Rate - Effective Date of Signing <ul style="list-style-type: none"> • \$0.40 Per Kilometer • \$0.45 Per Kilometer (NORTHERN) ➤ Rate will go up or down as per the Saskatchewan Transportation Index ➤ Rate will not drop below - \$0.40 or \$0.45 (NORTHERN) ➤ Have withdrawn vehicle allowance proposal. 	<p align="center"><u>TRANSPORTATION ALLOWANCE</u></p> <p align="center"><u>NO INCREASE</u></p>

<p align="center"><u>COALITION UNIONS' PROPOSAL</u> May 11, 2010</p>	<p align="center"><u>EMPLOYERS' PROPOSAL</u></p>
<p align="center"><u>PROFESSIONAL FEES</u></p> <ul style="list-style-type: none"> ➤ Reimbursement for the year 2011 and beyond ➤ Capped at the Professional Fee established in the 2010 calendar year or \$175.00 - WHICHEVER IS GREATER ➤ Reimbursement upon "Proof of Payment by Employee" 	<p align="center"><u>PROFESSIONAL FEES</u></p> <p align="center"><u>NO INCREASE</u></p>
<p align="center"><u>MARKET ADJUSTMENTS</u></p> <ul style="list-style-type: none"> ➤ Apply the same adjustments proposed by SAHO for the (8) eight jobs including those jobs within the family of those eight classifications. ➤ Coalition Unions would submit a list of classifications to the Provincial Market Supplement Committee for review ➤ Using the terms of the Market Supplement Letter of Understanding as well as the terms in the employers Market Supplement Proposal (Hard to recruit and/or competitive wage rates). 	<p align="center"><u>MARKET ADJUSTMENTS</u></p> <ul style="list-style-type: none"> ➤ Limits offer to (8) eight specific classifications – Does not extend to entire "classification family".
<p align="center"><u>LPN JJE (Changed Job File)</u></p> <ul style="list-style-type: none"> ➤ Effective Date of Signing Apply Market Supplement Rate, with retro to April 1, 2008 (Date of first graduating class of LPNs with increased education & Diploma status) ➤ Market Supplement Rate <ul style="list-style-type: none"> ● Difference between Pay Band 14 and 15 until JJEMC completes review ➤ Once review complete and classification rate implemented, market supplement will end 	<p align="center"><u>LPN JJE (Changed Job File)</u></p> <ul style="list-style-type: none"> ➤ Using the JJE Evaluation Review of the LPNs as a bargaining chip ➤ Offering to expedite the JJE review for the LPNs when reclassification should have begun over a year ago, had they cooperated

<p align="center"><u>COALITION UNIONS' PROPOSAL</u> May 11, 2010</p>	<p align="center"><u>EMPLOYERS' PROPOSAL</u></p>
<p><u>Letter of Understanding - LPN Full Utilization</u></p> <ul style="list-style-type: none"> ➤ Agree to employers' Letter of Understanding proposal on LPN Utilization 	<p><u>Letter of Understanding - LPN Full Utilization</u></p> <p>The Regina Qu'Appelle Health Region, Sunrise Health Region, Sun Country Health Region, Prairie North Health Region and the Prince Albert Parkland Health Region are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.</p> <p>The Health Regions shall have in place nursing policies and procedures which are consistent with the professional association's standards of practice and legislation that applies to Licensed Practical Nurses.</p> <p>SAHO and the Health Regions designated above endorse and support the optimal utilization of LPNs' professional skills.</p>
<p align="center"><u>EXTENDED HEALTH & ENHANCED DENTAL BENEFITS</u></p> <ul style="list-style-type: none"> ➤ Agree to Employers' LOU Proposal • Maintain Current Benefit Levels as of April 1, 2008 with no cost to employee(s) until March 31, 2012. 	<p align="center"><u>EXTENDED HEALTH & ENHANCED DENTAL BENEFITS</u></p> <p><i>The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Extended Health and Enhanced Dental Benefits Plan issues as set out below:</i></p> <p>The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, 2008 will continue at no cost to the Employee, until March 31, 2012.</p> <p>Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider Employees.</p>

<p align="center"><u>COALITION UNIONS' PROPOSAL</u> May 11, 2010</p>	<p align="center"><u>EMPLOYERS' PROPOSAL</u></p>
<p align="center"><u>SHARED SERVICES ORGANIZATION</u></p> <ul style="list-style-type: none"> ➤ March 25, 2010 – Received notification from SAHO regarding the creation of a Provincial Shared Services Organization ➤ Coalition Unions proposed that any member of CUPE, SGEU and SEIU-West transferred to a provincial Shared Services Organization will remain a member of her/his respective union and shall be covered by their collective agreement. 	<p align="center"><u>SHARED SERVICES ORGANIZATION</u></p> <p align="center"><u>REJECTED BY EMPLOYERS</u></p>
<p align="center"><u>JJE AMENDMENTS</u></p> <ul style="list-style-type: none"> ➤ Proposed a reduction in “quorum” of the Joint Job Evaluation Committee (2 Union & 2 Employer Representatives) without reducing the size of the committee ➤ Proposed joint process for expediting outstanding Joint Job Evaluation Maintenance Files ➤ Proposed that we await the decision of grievances and abide by the decision of the Arbitrators 	<p align="center"><u>JJE AMENDMENTS</u></p> <ul style="list-style-type: none"> ➤ Wants control of the Joint Job Evaluation Maintenance Committee (JJEMC) ➤ JJE Overpayments forgiven in exchange for agreement to all employer JJE proposals ➤ Unions have outstanding grievances with respect to retroactivity on a number of JJE files (e.g. The Pharmacy Technicians, and proposed that all grievances disappear)
<p align="center"><u>CUPE Articles Proposed</u></p> <p><u>CUPE's Proposal - MAY 11, 2010</u></p> <ul style="list-style-type: none"> ➤ Article 27.04 f) i) – Assignment of a Longer Shift • Agree to Employers' Proposal 	<p align="center"><u>Employers' Proposal</u></p> <ul style="list-style-type: none"> ➤ Article 27.04 f) i) - Assignment of a Longer Shift <p>Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available within the same department, the Employee shall be assigned the longer shift. regardless of whether both shifts are in the same department and regardless of whether the shorter shift can be replaced or not.</p>

CUPE Articles Proposed – May 11, 2010

➤ Article 27.17 – Weekends Off (NEW) – Amend as follows: Insofar as possible within established staffing patterns, employees will be scheduled for weekends off on an equitable basis.

Employees shall not be scheduled to work more than two (2) consecutive weekends. Employees required to work on the third (3rd) Saturday and/or Sunday or the scheduled weekend off shall be paid double (2X) his/her regular rate for all hours worked on the third (3rd) Saturday and/or Sunday or the scheduled weekend off. Double (2X) the regular rate shall be paid for that weekend (Saturday and/or Sunday) which caused the third (3rd) consecutive weekend to be worked, except where it is mutually agreed otherwise between the Employer and the Union.

❖ Language Limits the continuing overtime payment for continuous weekends worked

❖ Provides for overtime on third weekend worked

REJECTED BY EMPLOYERS

CUPE WILL WITHDRAW ALL REMAINING OUTSTANDING CUPE PROPOSALS IF THE EMPLOYERS' WITHDRAW THEIRS

REJECTED BY EMPLOYERS

Coalition Articles Withdrawn – May 11, 2010

- Overtime Rates of Pay
- Minimum Report
- Call Back
- Bereavement
- Family Leave
- Responsibility Pay
- Group Live Insurance
- Pension Issues

REJECTED BY EMPLOYERS

Employers' Articles Withdrawn
"Final, Final Offer" Proposal - May 3, 2010

- **Article 21.12** – Rate of Pay When Setting up Other Than Full-Time Employee in Second and Subsequent Positions
- **Article 27.21** – Call Back (Pay related to Employees on Standby)
- **Article 27.22** – Call Back Transportation (Travel related to employees on standby)
- **NEW Article 27.26** – Home Care Hours of Work
- **Article 28.04 d)** – Formula for calculating Other Than Full-Time Designated Holiday Pay
- **Article 28.06** – Additional Day Off When Working on a Designated Holiday
- **Article 29.05** – Posting of Vacation Schedule

Employers' Concessions Amended
"Final, Final Offer" Proposal – May 3, 2010

ARTICLE 25.02 - Notification to the Union

In the event that notification has not already been provided in accordance with Article 24.01 – Workplace Reorganization or 24.02 – Technological Change, when the Employer(s) is considering changes which will result in the layoff of Employees, the Employer(s) will notify the Local of the Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees. **Such notice shall also contain notice when the employer is instituting a posting freeze for the duration of the lay-off process.**

The Employer(s) and the Local of the Union shall meet to discuss the implications of such lay-off.

Employers' Concessions Amended
Final, Final Offer Proposal – May 3, 2010

Article 25.05 – Displacement of Employees

a) Prior to exercising their seniority, laid off or displaced Employees shall be re-deployed to a vacant position within their classification in the facility/agency where the layoffs are occurring based on the following:

- full-time employees to full-time positions; and
- part-time employees to part-time position
with number of hours of work which most closely approximates the number of hours of work contained in their current letter of appointment.

b) Where Employees are unable to maintain employment under a) above, they shall choose a classification in which they wish to exercise their seniority.

- 1. A laid off or displaced Employee shall choose to move into a vacant position in the geographic Health Region or displace an Employee in the same pre-existing Agency or Facility, with less seniority.**
- 2. If a laid off or displaced Employee is unable to maintain employment under 1) above, they shall have the right to displace the least senior employee within their classification or lower classification subject to their qualifications and ability being sufficient to perform the duties, in the geographic Health Region.**

Employers' Concessions Remaining
Final, Final Offer– May 3, 2010

- **Article 20.01 k)** – Existing Pay Bands
- **Article 21.01 b) iii)** – Addition of Multi-Site Postings
- **Article 21.14** – Multi-Site Work
- **Article 27.02 a)** – Unpaid Day of Rest
- **Article 27.04 i)** – Failure to Properly Assign Work (For Relief Employees)
- **Article 27.10 a)** – Overtime Rates of Pay (Failure to Properly Assign Overtime)

Employers' Concessions Remaining
Final, Final Offer– May 3, 2010

- **Article 27.17** – Weekends Off
- **Article 29.10** – Approved Leave of Absence during Vacation
- **Article 30.01** – General Leave of Absence
- **Article 30.05** – Proof of Illness
- **Article 31.08 b) ii)** – Return to Work
- **Letter of Understanding #22** – Retroactive Payments for Retired Employees
- **Letter of Understanding #23** – Retroactivity

Coalition Unions “Fair Offer”

There you have it...

That is what is in the provider unions’ *“Fair Offer”* and that is why the so-called SAHO *“Final, Final offer”* is not in your best interests, and it should not be entertained.

What can you do?

Continue to support your CUPE Health Care Council Bargaining Committee and the provider union coalition. SAHO and the Employers have spent a large fortune on advertising in an effort to divide and conquer our membership. The only way to combat these concessions and to regain parity is for the membership to stand solidly with their union.

Continue to lobby MLAs and participate in rallies and such events. SAHO recently withdrew some of its concessions in areas such as Home Care Hours of Work and Call Back. The lobbying efforts of CUPE members to date were responsible for this change of position.

Stay Strong, Stay United!



Johane Stephens,
licensed practical nurse (LPN)

Playing favourites. Refusing to negotiate.

Is it any wonder this LPN is thinking of leaving nursing?

Johane Stephens and 25,000 other health care providers have waited more than two years for fair contract settlements.

The Wall government and SAHO are playing favourites, treating registered nurses (RNs) much better than licensed practical nurses (LPNs) and other health care providers who work in home care, long term care, acute care and community care.

"As a licensed practical nurse, I do the same work as registered nurses. But they are treated fairly and I'm not," says Johane.

"SAHO and the government pay RNs a premium rate for working weekends and evenings that is more than double what I receive. They also pay the licensing fees of RNs, but only a portion of my fees. It's not fair and I'm seriously thinking of leaving nursing."

**Driving a wedge among nurses will not solve
staff shortages or improve patient care.
Only a fair deal will.**

