

SAHO's Concession Demands

SAHO's Final Offer and Addendum are tied to the acceptance of many significant takeaways to the CUPE/SAHO Collective Agreement. These takeaways will give the employer much greater control of your workplace and you will be giving up many important workplace rights. In fact, the SAHO's final offer, if implemented, would ensure that you are treated as though you are inferior to other employees in the workplace – that you are somehow not deserving of the basic rights and fair treatment that other health care workers enjoy. Is this fair or reasonable? Will these concessions help recruit and retain staff? No!



SAHO's Proposal Language	How This Contract Language Will Affect You
<p>ARTICLE 21 – POSTING OF NEW POSITIONS AND VACANCIES</p> <p>21.01 b) Job postings For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:</p> <ul style="list-style-type: none"> i) shifts (days, evenings, night) including actual hours, ii) probable date of commencement of the position, and iii) Regionally based, multi-site, facility-based/agency based or specific to a department. <p>21.14 Multi-Site Work</p> <p>When an Employer makes a determination that a Program/Department and/or encumbered position(s) will be changed to be multi-site, within a Regional Health Authority, on a regular and ongoing basis, the Employer and the Local of the Union will meet to negotiate the details related to</p>	<p>Currently, when you apply for a position you are applying for a job in a specific department, agency or facility. You choose where you work according to your own needs and preferences. SAHO's multi-site proposal will change all of that. The employer will have the right to post ALL jobs as "regionally-based" or "multi-site", which means that if you are the successful applicant to a position YOU WILL NEVER BE CERTAIN OF WHERE THAT NEW JOB WILL BE LOCATED IN THE SHORT OR LONG TERM.</p> <p>What's even worse is that the EMPLOYER WILL HAVE THE RIGHT TO TURN YOUR CURRENT JOB INTO A MULTI-SITE JOB without your agreement. You would then be forced to travel between facilities and/or communities ANYWHERE within the geographic health region and there is NO GUARANTEE that you will be paid travel time or mileage to and from work. In fact, the employer's</p>

implementation of the change. Agreement regarding the implementation of the change will not be unreasonably withheld by either party.

Implementation shall occur as follows:

- i) In circumstances where not all Employees are affected by the planned change, qualified and able Employees will be allowed, in order of seniority, the opportunity to accept the changed position, or remain at their current worksite.**
- ii) The Employer shall provide workplace and program orientation to an Employee who is reassigned.**
- iii) Transportation costs associated with travel between work sites, during the work day, shall be paid by the Employer.**

own “guidelines”, which were revealed in SAHO’s Addendum to the Final Offer, would at a minimum require you to cover ALL your travel time and mileage if the distance was less than 60 km. SAHO’s multi-site “GUIDELINES” DO NOT HAVE TO BE FOLLOWED and can be changed whenever the employer wants (note the use of the term “where possible” in the SAHO “guidelines”).

According to SAHO’s final offer, when and if a multi-site worker is reimbursed for mileage he or she will be compensated at lower km rates than those enjoyed by SUN and HSAS.

SAHO’s “guidelines” for covering mileage and travel time will only apply to encumbered jobs. According to SAHO’s guidelines, if you bid into a multi-site job you would travel to and from work anywhere in the health region on your own time and at your own expense.

Unions with multi-site language in their collective agreements have found that the language is often abused by the employer and would like nothing more than to remove it from their contracts. The multi-site language SAHO wants in the CUPE agreement is the worst example of multi-site language we know of.

Multi-site work doesn’t create full-time jobs. It actually gives the employer the ability to REDUCE health care services by cutting back on full-time hours and splitting full-time jobs over two or more sites. What will this mean for rural communities? How will the employer retain and recruit employees into jobs that can be relocated and split between two or more facilities/communities at any time?

ARTICLE 25 – LAYOFF AND RE-EMPLOYMENT

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.

25.05 Displacement of Employees

Laid off or displace Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, into a higher paid classification, a lower paid classification or same paid classification.

- 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 positions with number of hours of work which most closely approximates the number of hours of work contained in their current letter of appointment.

This proposal gives the employer the right to institute a posting freeze. The language says the freeze could be for “the duration of the lay-off process” but this statement is meaningless. After all, the lay-off process could continue for months, years, or as long as the employer deems necessary. How will this affect your workload? Will you be expected to continually work short-staffed because of a posting freeze?

This language combined with SAHO’s proposal in 25.05 could suspend the posting and awarding of positions based on seniority and qualifications indefinitely. Instead, THE EMPLOYER WOULD HAVE THE RIGHT TO PLACE EMPLOYEES INTO VACANT JOBS WITHOUT ANY REGARD FOR SENIORITY AND EXPERIENCE.

Currently, if you are laid off you have the right to exercise your seniority to bump into any position in the geographic health region for which you are qualified. The right includes jobs that are higher paid. SAHO’s language takes away this important job security.

Instead, the EMPLOYER WILL DECIDE WHERE YOUR NEXT JOB WILL BE. You will have no say. If they decide there is no place for you in your own facility, you can opt for a job in a different facility, but again, they get to choose the job.

It is only after the Employer has exhausted all of its possible plans for your employment that you may be allowed to exercise your seniority to displace into a position in your own facility or

<p>b) Where Employees are unable to maintain employment under a) above, they shall choose a classification in which they wish to exercise their seniority.</p> <ol style="list-style-type: none"> 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. <p>c) Employees shall choose to exercise their seniority into either a full time or part time position within the classification specified in b) above;</p>	<p>another facility. Will you ever get this option? Not a chance!</p> <p>The government recently established a Provincial Shared Services organization which will centralize non-clinical services such as purchasing, warehousing, telecommunications, human resources, payroll, finance, laundry and housekeeping. There is also growing indication that health care will undergo restructuring into fewer health regions in the next few years. That is why it's so important that we stand our ground and keep our current language.</p>
<p>ARTICLE 27 – HOURS OF WORK</p> <p>27.02 Hours of Work</p> <p>a) Full Time Employees Normal hours of work for full-time Employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).</p> <p>On completion of one hundred and twelve (112) paid hours all Employees shall earn an unpaid day of rest. Employees shall be entitled to an unpaid day of rest in each designated three (3) week period. This day of rest</p>	<p>At present, full time employees earn one unpaid day of rest for every 112 hours paid hours. The employer wants to reword this language so that it reads as though you are entitled to only one unpaid day of rest in a three week period. There is no problem with the way the language reads and NO HONEST REASON to change it.</p> <p>According to our current contract language, this day of rest is scheduled by mutual agreement between you and your employer. That means that the Employer cannot schedule your's without your agreement. Under SAHO's proposed language you will no longer have a say in the scheduling of your day of rest. THE EMPLOYER WILL HAVE THE RIGHT TO SCHEDULE YOUR DAY OF REST and it can only be changed with</p>

<p>shall be scheduled in accordance with the Master Schedules established by Article 27.11. Any changes in the scheduling of the day of rest must be by mutual agreement between the Employee and Employer.</p> <p>All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates.</p>	<p>your Employer’s agreement.</p>
<p>27.04 Assignment of Relief Work</p> <p>f) Relief Work Outside Seventy-Two (72) Hours</p> <p>i) Assignment of a Longer Shift</p> <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>	<p>In our last round of collective bargaining, we earned the right for relief employees to replace a shorter shift with a longer shift regardless of whether both shifts were in the same department and regardless of whether the shorter shift could be filled. This removed one of the negative effects of the relief assignment system, which is that the senior employee would be unavailable for longer shifts because the short shifts came available and were assigned first. This language was helpful to senior relief employees who could get out of working the ridiculously short shifts offered in some departments, such as dietary.</p> <p>The employer did not like the change however and is seeking to LIMIT THE LANGUAGE TO RELIEF SHIFTS WITHIN THE SAME DEPARTMENT. Bad idea, since no one will apply for relief departments that chronically offer short shifts if they don’t at least have some ability to take a longer shift elsewhere if one comes available.</p> <p>In an effort to reach a collective agreement we recently indicated to SAHO and the Employers that we would be prepared to live with this regressive language provided they withdrew their other concession demands. SAHO rejected our offer.</p>

27.04 Assignment of Relief Work

i) Failure to Properly Assign Work

The senior Employee not called in accordance with these provisions shall be **scheduled for** ~~paid for~~ all lost hours provided the error is ~~discovered~~ **reported** and recorded no later than fourteen (14) calendar days after the 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.**

According to our current contract, if the senior relief employee is missed for a relief shift and discovers the error within 14 days, he or she will be reimbursed for the missed shift. This clear-cut, no nonsense rule has worked well for the employer, the union and employees. Employees can only claim for a missed shift if they notice the error within 14 days. The employer must assign relief by seniority or pay for missed shifts brought to its attention within 14 days. The employer and the union save on administrative costs because they avoid processing the huge number of grievances that would result if every missed shift had to be grieved. It is a fair and reasonable practice.

Under SAHO's proposed language, if the senior employee is missed for a relief shift they will simply be assigned another shift as supernumerary. If the employer is no longer paying a penalty for improper assignment of relief work as it does now, then THE EMPLOYER WILL NO LONGER ASSIGN RELIEF BY SENIORITY. It can assign whomever it wants. The language states that the reassigned shift will be 'supernumerary', but they can't deliver on that promise since they can't fully staff now. The proposal is also stupid and unworkable. It will cause much confusion and administrative waste as the employer and union argue over whether employees are supernumerary or are junior to someone who should be working. Ridiculous!

<p>27.10 Overtime Rates of Pay</p> <p>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>The senior Employee not offered overtime in accordance with these provisions shall be 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.</p>	<p>Our current collective agreement ensures that overtime is offered to employees in order of seniority. If the senior employee is missed for an overtime shift, he or she will be compensated at overtime rates for the missed shift provided the error is brought to the employer’s attention within 14 days. SAHO’s proposed language eliminates this practice and is a serious attack on your seniority rights.</p> <p>Under SAHO’s language, if the senior employee is missed for an overtime shift they will no longer be compensated for the missed shift. Instead the employee will be assigned another overtime shift and won’t even get a say in when that overtime shift is scheduled. The language says the employee will be assigned the shift as supernumerary but this is unenforceable.</p> <p>Supernumerary to whom? Another employee working overtime? If not, yet another senior employee could have been missed for an overtime shift! This proposal, like SAHO’s relief proposal is unworkable and creates administrative waste and loads of grievances to process.</p> <p>The fact that SAHO and the Employers are still pushing for this language after over two years, is a sure sign of arrogance. WHY SHOULD CUPE MEMBERS HAVE WEAKER SENIORITY RIGHTS THAN OTHER HEALTH CARE WORKERS?</p>
<p>27.17 Weekends Off</p> <p>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 every three (3) week period.</p> <p>Those Employees required to work on the third (3rd) Saturday</p>	<p>Under the current contract, employees are supposed to get at least one weekend off in three. If they don’t they are paid an overtime premium for all hours worked on the third and subsequent weekends worked until they are scheduled a weekend off.</p> <p>SAHO’S PROPOSAL ELIMINATES THIS WEEKEND PAY ALTOGETHER. Instead, full-time employees would only be paid</p>

and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Local of the Union.

Full-time Employees shall not be scheduled to work more than two weekends in a row. If a full-time employee accepts an offer of overtime on the third weekend they shall be compensated in accordance with Article 27.10 c) iii).

OTFT Employees shall not be assigned or scheduled to work more than two weekends in a row. This does not preclude an OTFT employee from waiving their third (3rd) weekend premium to accept a shift at regular time.

An Employer may offer work on the third (3rd) weekend to be compensated at a rate of 2.0x their regular rate of pay to an OTFT Employee.

At no time shall an employee be paid overtime or third (3rd) weekend premium rates for regularly assigned or scheduled work on a weekend. An employee shall be eligible for third (3rd) weekend premium for a maximum of one weekend per designated three (3) week period.

Other than full time Employees on approved paid leave on a weekend(s) in any three (3) week period shall not be assigned but may be offered work on a third (3rd) weekend.

overtime for working on the third weekend if the shift puts them in an overtime position. The fourth and fifth consecutive weekend worked would be at straight pay. Under this language the employer 'may' at its discretion offer weekend work at overtime rates. In other words, never.

THIS PROPOSAL IF IMPLEMENTED WOULD GIVE THE EMPLOYER THE ABILITY TO SCHEDULE EMPLOYEES TO WORK EVERY WEEKEND WITHOUT PENALTY.

This is another example of how CUPE members would be treated worse than SUN members.

In its May 11, 2010 proposal to SAHO, CUPE offered to limited the third weekend overtime payment to one weekend in three. This compromise would align our agreement with those of other health care workers who presently receive the overtime premium on the third weekend only. This proposal was rejected by SAHO.

<p>ARTICLE 29 – VACATIONS</p> <p>29.10 Approved Absence during Vacation</p> <p>Where in respect of any period of vacation leave, an Employee is:</p> <ul style="list-style-type: none"> a) Granted bereavement leave, or b) Granted sick leave as a result of hospitalization during the scheduled vacation, or c) Granted other approved leave of absence Granted Paid Jury or Court Witness Leave, or d) Granted sick leave for an illness which would confine... <p>Remainder of Article is unchanged.</p>	<p>According to the current contract, an Employee who is granted bereavement, sick leave or any other type of leave while vacation will have the vacation days so replaced by the approved leave reinstated for future use. SAHO's proposal seeks to RESTRICT YOUR ABILITY TO ACCESS OTHER TYPES OF PAID LEAVE WHILE ON VACATION. For example, under SAHO's language you would no longer be able to access your family leave, medical care leave or even union leave if you required such leave during your vacation.</p>
<p>ARTICLE 30 – LEAVES OF ABSENCE</p> <p>30.01 General Leave of Absence</p> <ul style="list-style-type: none"> a) Leave without pay shall may be granted to the Employee, insofar as the regular operation of the facility or agency will permit. All requests for leave of absence must be submitted in writing and shall include commencement date and length of the leave. For any leave for over thirty (30) calendar days the Employee will furnish reasons for the request. The Employer(s) shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the Local of the Union. b) A leave of absence for the purpose of alternate employment outside of the Regional Health Authorities and their Affiliates may be granted for a maximum of two calendar months. at the discretion of the Employer 	<p>The current CUPE/SAHO contract allows employees to take a general leave of absence for up to one year. This leave of absence can be for any reason, including alternate employment. The SAHO language would give the employer discretion to DENY LEAVE OF ABSENCE FOR ALTERNATE EMPLOYMENT.</p>

ARTICLE 31- SICK LEAVE

31.08 Return to Work

- b) ii) if at the time of the review it is determined the Employee will not be capable of returning to their position in the near future, the Employee's position will be posted and filled permanently. The Employee's name will be placed on a disability re-employment list and the Employee shall be accommodated if fit to return to work and/or may apply for vacancies when the Employee is fit to return to work. **The employee will be required to provide updated medical confirmation of disability on an annual basis.**

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

Currently employees who are disabled for a period longer than two years, 119 days and who are unlikely to return to work in the foreseeable future are placed on a disability re-employment list. The Employer wants these employees to submit medical confirmation of their disability every year. **SUCH A REQUIREMENT IS INTRUSIVE TO DISABLED EMPLOYEES AND A WASTE OF HEALTH CARE RESOURCES.** Disabled employees would have to cover the cost of obtaining this medical information.

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