

August 17, 2010

CUPE Health Care Bargaining Summary

On August 13th, the CUPE Health Care Bargaining Committee and its coalition partners, SGEU and SEIU, reached tentative agreements with SAHO and the Regional Health Employers. This document summarizes the major components of the Memorandum of Agreement reached between CUPE and SAHO.

We wish to thank the membership for their commitment and continued support during this extremely difficult round of negotiations. The solidarity of our membership was the key to getting SAHO to alter its position from its final offer and addendum. With your support, we fought off major concessions and achieved improvements in areas such as premium pay rates and professional fees.

The CUPE Bargaining Committee will be conducting its ratification process within 60 calendar days of the signing of the August 13, 2010 Memorandum of Agreement.

Term of the Agreement:

Four years: April 1, 2008 – March 31, 2012

Wages:

April 1, 2008 – 4% General Wage Increase
April 1, 2009 – 2% General Wage Increase
April 1, 2010 – 1.5% General Wage Increase
April 1, 2011 – 2% General Wage Increase

Retroactivity:

- All employees on staff as of the date of signing of the collective agreement shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to the collective agreement.
- Employees who have retired shall be eligible for retroactive general wage increases on all paid hours up to and including the date of retirement.
- Any employee, who has been laid off subsequent to April 1, 2010 who was unable to maintain employment and is not on staff as of date of signing of the collective agreement, shall be eligible for retroactive pay.

Market Wage Adjustments for nine classifications:

Effective the date of signing of the collective agreement, the following nine classifications will receive an hourly market adjustment as outlined below. The hourly market adjustment below shall be added to the maximum rate of pay (Step 3). Step 1 and Step 2 hourly rates will be calculated by maintaining the same percentage relationship between Step 1 and Step 2, and Step 2 and Step 3 as exists in the wage schedule.

JJE Job #	JJE JOB TITLE	Pay Band	Hourly Market Adjustment Amount (Added To Step 3)
300	Combined Laboratory X-Ray Technician (CLXT)	14	\$ 3.23
121	Laboratory Assistants	10	\$ 0.83
70	Medical Laboratory Technologists (MLT)	16	\$ 0.50
25	Medical Radiation Technologists (MRT)	16	\$ 0.50
404	Combined laboratory X-Ray Technician Working Supervisor	16	\$ 0.50
170	Ophthalmic Assistants	8	\$ 1.90
195	Polysomnographic Technologist (Sleep Lab)	14	\$ 4.43
301	Medical Laboratory Technologists & X-ray Technicians	16	\$ 0.50
193	Nuclear Medicine Technologists	16	\$ 0.50

Extended Health and Enhanced Dental Benefits Plan:

The employer assures that the current level of benefits as of April 1, 2008 will continue at no cost to employees until April 1, 2012.

Shift Premium:

Effective the date of signing of the collective agreement, the shift premium will increase to \$2.10 per hour.

Weekend Premium:

Effective the date of signing of the collective agreement, the weekend premium will increase to \$1.80 per hour.

Professional Fees:

Effective April 1, 2011, the maximum reimbursement of professional or licensing fees shall be \$175 or the professional fee amount established by the professional association required to practise as of January 1, 2008, whichever is greater.

Licensed Practical Nurses:

- The Joint Job Evaluation Maintenance Committee will expedite (immediately following the signing of the Memorandum of Agreement) its evaluation of the LPN classification changes. It is anticipated that the review will place the LPNs at Pay Band 15.
- Employer commitment to endorse and support the optimal utilization of LPNs' professional skills.

Portability of Benefits, Seniority and Accruals:

New language which ensures that employees who transfer from one Regional Health Employer to another Regional Health Employer covered by the CUPE/SAHO Collective Agreement will have their vacation accrual based on their earliest hire date.

Other Changes to Existing Language:

Lay off Language

- Layoff language is modified but still maintains our members' seniority rights and job security.
- Laid off employees can exercise their seniority to bump into a higher, lower or same paid classification within their facility/agency, provided they have the qualifications and sufficient ability to perform the duties.
- Employees may also exercise their seniority to bump into their own job classification at any alternate facility/agency within the health region.
- In the event of facility closures, laid off employees select one facility/agency within the health region in which to exercise their seniority. Employees may then bump into a higher, lower or same paid classification for which they have the qualifications and sufficient ability to perform the duties.

Weekends Off/Third Weekend premium

- The amended third weekend language will limit the weekend overtime payment for continuous weekends worked, so that employees will no longer be paid overtime rates for regularly scheduled weekends. Employees shall not be required to work more than two consecutive weekends and will be paid at overtime rates if they accept work on the third weekend.

Assignment of a Longer Shift outside of 72 Hours

- Assignment of a longer relief shift outside of 72 hours limited to the same department.

Joint Job Evaluation

- The joint job evaluation committee has been reduced in size and the unions will now bear the cost of their own committee members.
- Any outstanding bundling issues related to the time period September 14, 2004 to present will not result in any retroactivity (further payment to members or repayment to employers).
- All "300 series" jobs/ classifications (other than those that went through the Tribunal process) will be reviewed by an agreed to third party knowledgeable in job classification. If, after that review, a change in pay is required, the effective date of the change in pay will be the first Sunday following the completion of the review. There is no further retroactivity for these jobs/classifications.

Employer concessions gone!

SAHO and Regional Health Employers' final offer and addendum included several concessions to the CUPE/SAHO Collective Agreement. With your support we were successful in getting SAHO to withdraw the following proposed concessions/takeaways:

- Limited retroactivity
- Multi-site work and multi-site postings
- Posting freeze during layoffs
- Employer right to redeploy laid off employees
- Elimination of compensation paid to employee when employer improperly assigns relief work
- Elimination of compensation paid to employee when employer improperly offers overtime
- Restrictions on access to approved leaves during vacation
- Restrictions on general leaves of absence
- Removing disabled employees from the re-employment list and insisting on unnecessary medical information
- SAHO's unilateral review of outstanding JJE maintenance files

Please contact your local union office for information regarding dates/times for ratification meetings and votes.

**For more information access the
CUPE Health Care Council Website: www.cupesaskhcc.ca**

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