Collective Agreement Comparison
HSC CUPE/MGEU
Manitoba Shared Health Employer Group

Vote Yes
CUPE

CUPE 5362
Uniting Manitoba’s Cancer Workers
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INTRODUCTION

There have been a lot of questions regarding the upcoming representation votes and the effects of Bill 29, the Health Sector Bargaining Unit Review Act (HSBURA) on the unions and employees of provincial health care facilities.

This presentation is directed towards Manitoba Shared Health, particularly with the CUPE 5362 members from CancerCare Manitoba. However this may be used by any facility within the Facility Support classification of Shared Health as it is believed that either CUPE or MGEU will be the winning union after the votes, so one of these agreements compared in this presentation will be the agreement used to start bargaining.

This comparison is based only on the actual language within the collective agreements. It does not take into consideration “past practice” which means the Union and/or the Employer acting in such a manner which might not be in compliance of the collective agreement or acts in a manner different from the accepted way of other facilities.
Example: CCMB allowing a hybrid of single day vacation – first choosing week blocks and then a second pass around for chose single days according to seniority. The PHLRS has dictated that all vacation is to be in “block” but we have past practice of the hybrid method, so it stands until we go to bargaining.

When either the Union or the Employer realizes that a practice is not in compliance with the agreement they have to give notice that things will change when bargaining starts. This is “giving notice”. This can then be dealt with at arbitration or at the bargaining table. Often language that includes the “…. Or mutually agrees” is involved with notice to end past practice. So for this reason the comparisons are made according to the actual wording as much as possible.

If you have any questions regarding the upcoming rep votes and Bill 29, please contact your local President.
To keep up to date on these and any other information please ensure that you are on the email list for your local.
The latest information will also be available from cupehealthcare.ca/.
In March, 2017 the Pallister government introduced Bill 29, the Health Sector Bargaining Unit Review Act (HSBURA) because Pallister believes that there are too many healthcare collective agreements in the province. This government introduced this legislation that would see seven (7) employer groups that include:

- the current four (4) rural health authorities
  - Prairie Mountain
  - Interlake-Eastern
  - Northern
  - Southern

- the WRHA amalgamating all of those facilities to operate as one employer for labour relations and

- two (2) province-wide employer organizations which were to be:
  - Diagnostic Services of Manitoba (DSM) and
  - CancerCare Manitoba (CCMB).
HSBURA – Classifications/Bargaining Units

Within each employer group the jobs were going to be moved into seven (7) different classifications. All of the jobs that are placed into each classification within that employer group would then be amalgamated into a single bargaining unit.

These classifications are:
1. Nurses
2. Physicians
3. Medical Residents
4. Physician Assistants and Clinical Assistants
5. Professional/Technical/Paramedical
6. Facility Support
7. Community

These classifications/bargaining units will fall across the entire health authority. Example: Unit Clerks at CCMB, HSC, Children’s Rehab Centre are all CUPE and from different employers. They will be amalgamated into a single bargaining unit which will also include MGEU clerks from several other facilities.
REPRESENTATION VOTES
WHY DO WE HAVE TO VOTE?

HSBURA – Classifications/Bargaining Units

If there is more than one union representing the employees in a classification as it is amalgamated, those employees will have to vote on which one of those unions that they want to represent them.

For Example: In the WRHA Facility Support across the region is represented by CUPE, MGEU, PSAC, OEM, UFCW and others. The employees will have the opportunity to vote for the union that they want to represent them.

Only those employees within that bargaining unit may vote for the union for that bargaining unit and only unions which currently have employees under their collective agreement may be on the ballet.

If a bargaining unit should already only be represented by a single union they will not have a vote as there is no other union with an active collective agreement covering employees within that bargaining unit.

Up until August 15, 2018 CCMB was not facing a representation vote in any of the organization’s four (4) unions as there were no bargaining units that were amalgamating with any others. This changed with the August amendment to Bill 29.
WHAT IS BILL 29
HEALTH SECTOR BARGAINING UNIT REVIEW ACT
(HSBURA)

<table>
<thead>
<tr>
<th>Classesifications</th>
<th>Prairie Mountain (Western)</th>
<th>Northern Health</th>
<th>Interlake-Eastern Health</th>
<th>Southern Health</th>
<th>Winnipeg Regional</th>
<th>Manitoba Shared Health Services</th>
<th>Province-Wides</th>
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This table shows the 6 different employer groups and their 7 different bargaining units. This allows for 42 different collective agreements, to be bargained for through the collective bargaining process.

After the August 15, 2018 amendment there will not be any province-wide employer groups. Manitoba Shared Health was created in the DSM slot and CCMB was placed into Shared Health. The greyed out section shows the breakdown from the original act.
Once the Representation votes have occurred, the winning union’s largest collective agreement will be the one used to start bargaining.

*The current agreement for each current union will remain in place until after bargaining and a new agreement has been ratified by the newly amalgamated bargaining unit.*

In Shared Health, should CUPE win the Rep vote we will be using the CUPE HSC agreement and if MGEU wins we will be bargaining using the HSC Security Guard agreement. The approximately 100 guards at HSC make up MGEU’s largest bargaining unit, making that the collective agreement that would go to bargaining.

The CUPE HSC and CCMB agreements (both are CUPE 1550 agreements) are extremely similar. Important language such as the JJE, automatic pay increases, WCB top up not based on income protection etc. are the same. The few difference are minute and will not really affect most CCMB CUPE members.
HSBURA – Collective Agreement

Why does it matter what agreement goes to bargaining?

It is much easier to keep language that has already been bargained into an agreement than it is to try and bargain in new language. Similarly, it is more difficult for the Employer to try and take out language that we’ve bargained than it is for them to deny adding new language to the agreement or for them to alter what is already there.

During the last round of bargaining we know that the Employer tried to take our automatic pay increments (based on hours worked) out of our agreements. The Employer hoped to put in language that allowed the increments to be based on work performance. CUPE was successful in standing against this concession and our language remains. We receive increases automatically, based on hours worked for part-time and anniversary date for full-time.

However, the MGEU agreement has the language that the Employer wanted and their increases are based on work performance. (See “Increments” in the CA comparison.)

Should MGEU win this vote and we use their HSC agreement, we will go into bargaining with that language and we will be in the place were we are trying to add new language rather than protecting language which was already superior. We will be placed in the more difficult situation.

That is not the only area where the language is inferior with the other agreement. It took years for the HSC agreement to be as strong as it is and it has withstood and has been proven through many arbitrations. If we were to start bargaining on a different agreement, it could take many many years and rounds of bargaining to reach an agreement that matches what we have now if we ever get it back to this.

With the strong agreements that HSC and CCMB have currently, we look forward to improving what we already have, not trying to get it back.
HSBURA – Collective Agreement

**Choice of collective agreement from winning union:**

Some members believe that they will be able to choose which collective agreement is used to start bargaining with. Example: Some believe that they could use one of the trades/technical agreements instead of a support worker agreement. Some believe that should CUPE win, we could use the agreement for the Children’s Rehab PT/OT (Prof/Tech) or the MGEU Prof/Tech agreement should they win.

**False:** The act clearly states that the collective agreement covering the largest amount of the winning union’s members of that bargaining unit and classification will be the one in use.

Currently, all members of CUPE 5362 have been classified as Facility Support. As such, which ever union wins the vote, it will be one of the HSC agreements that we will be using. We will either enter bargaining with a well-rounded agreement such as the HSC CUPE agreement which currently covers close to 2700 members in over 100 classifications or we will be using the MGEU HSC Security Guard agreement which covers fewer than 100 employees in only 3 Security Guard classifications.

Commissioner Pruden has yet to give final approval to the classifications. Should Commissioner Pruden find that a job/position is currently placed in a union that will be voting in one classification should be in a different classification then that job/position will be placed into that classification and will be entitled to vote for their union.

Example: If a Pharmacy Assistant is part of a CUPE Support Worker local, they will likely be placed in the Prof Tech classification and will vote using the ballet for that bargaining unit.
HSBURA – Collective Agreement

When it was mentioned to an MGEU staff representative that the CUPE language was better in a majority of areas, she stated “it doesn’t matter. We are all going to be using the same agreement across the province. They (meaning government) don’t want so many different agreements”.

*This is false information!*

While this is true that the government doesn’t want a lot of agreements, the way that Bill 29 is worded each bargaining unit is entitled to their own collective agreement. Each one of the bargaining units will bargain for their own agreement. In Shared Health we will have 7 different agreements, one for each classification/bargaining unit.

In order to have a single agreement for all 42 bargaining units the government would have to force a single agreement or break their own legislation by starting bargaining using a collective agreement that employees did not vote on.

EG – if MGEU wins the WRHA vote and CUPE wins Shared Health, we will starting bargaining with different agreements. How can the government decide that Shared Health will have to start bargaining with the agreement from the WRHA? According to Bill 29, they cannot.

When we start bargaining, each bargaining unit will use the agreement that is in place for their bargaining unit. There may be a central table to agree on many different issues but each bargaining unit will be allowed to have their own input and ratify to approve or not any new agreement.

Currently, CUPE bargains a number of different collective agreements for over 26 bargaining units through the PHCC. The PHCC also bargains with other unions at a multi-union table through the Manitoba Association of Health Care Unions (MAHCU).
Last round of bargaining
During bargaining for our current (expired) collective agreement, the employer had requested a number of concessions from the union. The items in our agreements that the employer wanted to remove was shared with our CUPE members on the PHCC bulletin #5, June 2013. The MGEU agreement does actually include some of these changes as the employer requested:

- 1: Limiting an employee’s ability to book medical appointments on work time (The MGEU agreement requires that you try to book these appointments for off work time and that you must provide written confirmation of the date/time of the appointment prior to that date if required. The CUPE agreement has none of these requirements). **CUPE held firm, refused this concession and the employer withdrew it.**
- 2: Capping family illness leave to five days per year. (The MGEU agreement has a cap of seven (7) days, the CUPE agreement continues to have no cap. If you have the banked credits, you have the time.) **CUPE held firm, refused this concession and the employer withdrew it.**
- 3: Being able to return to your former position during your trial period would be at the sole discretion of the employer. (Currently the MGEU agreement states that to return to the former position is at the discretion of the employer. With the CUPE agreement this is automatic with any reasonable request (such as “this isn’t a good fit”). **CUPE held firm, refused this concession and the employer withdrew it.**
Last round of bargaining (continued)

- 4: Limiting when an employee is entitled to overtime. (Currently the MGEU agreement only allows for OT to be paid when OT is worked for longer than 15 minutes. With the CUPE agreement, OT is paid for all time worked OT, even if less than 15 minutes.) *CUPE held firm, refused this concession and the employer withdrew it.*

- 5: Requiring an employee’s annual wage increment to be subject to a “good employment record”. (The MGEU agreement already has this proviso that the increment is subject to a satisfactory performance appraisal. The CUPE agreement guarantees automatic step increases based on hours worked/anniversary date.) *CUPE held firm, refused this concession and the employer withdrew it.*

CUPE did not “cave” and give into the Employers’ demands to accept these proposals. It took time, but we remained strong to keep the language that we had and finally the Employer removed these demands and those that they didn’t, the arbitrator assigned to our bargaining mediated arbitration found in favour of CUPE, that our current language should stand.

CUPE National has a policy that we will not accept concession nor will we accept 2 tier agreements (where existing employees received one thing and new hires received something else). We have a million dollar strike fund and over 14 million in a defense fund that helps locals defend our agreements and is separate from the strike fund. CUPE is committed to put its national weight behind any local who faces an employer determined to force concessions and two-tier collective agreements on them.
Truth/False

Our arbitration awards will remain in effect:

Some believe that even should the collective agreement change to the MGEU HSC agreement, the awards that we had spent millions of dollars on with CUPE 1550 will remain in effect. These include awards such as JJE awards and associated pay increases, awards that ensure that if a manager doesn’t provide coverage to allow employees to go on their breaks (paid and/or unpaid) overtime rates will be paid for those break periods, etc.

False: With the different language the awards won’t mean anything as they are based on the language in the CCMB/HSC CUPE agreements. Currently if your supervisor does not allow for you to be covered so that you can leave your desk you can claim overtime for that break. As the MGEU HSC agreement does not provide for the same break language as our agreements, the arbitration award may no longer be valid. As the MGEU HSC agreement does not allow for joint job evaluation jobs any jobs having gone through arb will not be able to go back to the arbitration in the future should there be changes in “like” classifications.

FYI: In 2013 an audit of our arbitration costs showed that Local 1550 had spent over 1 million in arbitration costs between 2007 and 13. Since then, we had averaged about $300,000 to 400,000 per year on fighting and defending our agreements. From 2012 to 2017 over $100,000 on CCMB itself was spent.

This does not include grievances which were the same as the HSC fights that were put on hold until the 1550 vs HSC arbitrations were done.
CUPE only represents Support Workers:
There seems to be some perception that CUPE represents only health care support workers, not professionals, trades and others.

- **FALSE:**

- This is absolutely not true. CUPE represents all health care workers including physicians, nurses, dietitians, social workers, physiotherapists, secretaries, lab techs, radiology techs, trades (electricians, plumbers, carpenters) and support workers as we see in CCMB and HSC.

- In fact, a CUPE collective agreement currently covers workers in almost all of these jobs here in Manitoba and certainly throughout Canada. With the CUPE Provincial Health Care Council (PHCC) Retention Recruitment Education Fund (RREF) a CUPE member of any one of the PHCC facilities can apply for funding for schooling that will help them to get a job in any of the positions covered by a CUPE PHCC collective agreement. We have helped to fund a number of CUPE health care workers as they’ve enrolled in university to achieve their nursing or social work degrees as well as those going to college for their education needed for the professional trades positions.

- The CUPE HSC agreement (from Local 1550, now Local 204) covers the Maintenance/Trades Supervisors of HSC. Like nurses, social workers and radiology techs, jobs in the trades such as electrical and gas fitters require a lot of education in order to achieve their “seal” certification required for their jobs.
CUPE only represents Support Workers continued:

- Nationally, CUPE represents all classifications of workers in healthcare, including all in-scope jobs for entire hospitals.

- CUPE is well known to represent professionals in all public trades, including university educated professionals in all public services, pilots for airlines, teachers and higher education professors and the list goes on. Many of these professional and technical jobs are covered right in Manitoba through our municipal and school board sectors as well as in Hydro and Workers Compensation Board. They are not just clerks, secretaries and housekeepers (whose jobs are very valuable and necessary for the functioning of any facility) but also those with their Masters in Business (MBAs), higher certification in the trades etc.

- CUPE relies on its members to bring issues forward. If any occupational group has issues they need to be bringing those issues forward so that this can be dealt with as necessary.

- CUPE National is Canada’s largest public sector union, representing over 650,000 members nationally. These locals represent workers in all levels of health care, education, municipalities, libraries, universities, social services, public utilities, transportation, emergency services and airlines.
Our union local will not change:

- Some believe that should MGEU win the vote, our local will remain the same except that it will be MGEU rather than CUPE.

- False:

- If the Facility Support classification of Manitoba Shared Health should choose MGEU, our local will no longer exist. MGEU will choose how Shared Health will be grouped together and it will be doubtful that CCMB workers will have much if any choice in that matter. The local will not be in charge of its own dues, its own activities as it is now. Everything will go through a provincial council where the decisions are made.

- CUPE locals make their own decisions which are approved by their executive and general membership. As long as those decisions are in compliance with the CUPE Constitution they do not normally need further approval from the National body. In CUPE, our bylaws ensure that members are able to bring concerns to the general membership and have them discussed. We’ve taken our issues to arbitration and have won, we’ve tackled more and more issues again ensuring that our collective agreement remains strong. There was no issue with having to go through a provincial body who chose to decide “will we spend that $60,000 to fight that arb”. With CUPE the decision was – “Does the legal opinion tell us that this is an actual breach of the agreement? Yes! We will take it forward”. With CUPE, we also have an appeals process if a grievance is found to not breach the collective agreement and will be withdrawn. Each member is entitled to come forward before the Executive and argue their case and reasons for moving that grievance forward.
Truth/False

Our union local will not change:

• In CUPE all members of the local vote for their Executive, who make the decisions for their local. In MGEU, the decisions are made through their provincial board of directors. Only those who are voted to be delegates at their bi-annual convention are allowed to vote for these executives who will be making the financial and administrative decisions that will affect the members of the local (such as what goes to arbitration, how grievances will go forward, events to benefit members etc.).

• MGEU claims to be member driven. However that only happens every two years at a convention in which agenda items that affect all members are voted by delegates (who may not know the will of the individual local). Not all members are entitled to attend these bi-annual conventions.

• Outside of convention, they have a Board of Directors to guide the day to day activities of the locals and union. These Board of Directors are elected from “specific” locals (dependant on size) and provincial area. The vast majority of locals do not have any say on the committee which is to direct their functions, directs which grievances go to arbitration, directs what issues need to be addressed and fought. In short – there is no local autonomy. The local is guided by the will of those who many not even come from that worksite. They “have little to no say”.

• It is worse than what we saw in the 1550 – HSC/CCMB model. (Note - we had the ability to argue that model, Members were speaking out against that model and we started movement to change it prior to the 204/5362 separation because members were speaking up and were allowed to voice their objections.)
Our union local will not change:

- CUPE Manitoba is our provincial CUPE division. The choice to affiliate with CUPE MB is the local’s. This is not mandatory. CUPE MB, through the voice of that elected President acts as a lobby group to the government, publically represents all CUPE workers in Manitoba, supports CUPE local’s on behalf of all Manitoba locals when they are in trouble or on strike. CUPE MB provides a way to share information to all of the autonomous locals in the province and provides an annual convention so that each local can be kept abreast as to what is happening elsewhere and to learn solutions that some locals have used that may be helpful for their situation. CUPE Manitoba does not have the authority to direct any of the Locals, nor is that President able to dictate to a local.

- The CUPE Constitution stipulates that there are to a minimum number of local general membership meetings a year simply so that members are able to receive updates and to provide their input to the local and voice any suggestions or concerns.

- CUPE National does have authority to dictate to some degree as to what a Local can or should do. These dictates are based on the CUPE Constitution. However, as long as any local operates according to the constitution which is clearly member driven and transparent then a Local won’t hear from National except for “greetings”.

- CUPE truly is a member driven union. How the members make decisions is only up to that membership and their willingness to participate and help with the decision making.
Printed materials/adverts

Let’s talk a little about the claims that MGEU is making on their materials that they are handing out with their Starbucks coffee and their pizza.

**CLAIM**: Strongest voice for workers in Manitoba….40,000 workers in MB and $32 million defence fund.

- **Fact** – CUPE is a National Union with 650,000 workers paying towards a hundred million strike fund and a separate defence fund. Not only do you receive $300.00/week from day one, but insurance and benefit premiums are also paid for.

- **Fact**: The MGEU Constitution 8:3 – states that members will pay 30% of their basic pay (before deductions) as dues if they should work during a strike, including when working as part of the legislated “essential services” agreement. (Prior to bargaining, the Employer and Union make an agreement as to which jobs are essential and how many employees should be working them during a strike or lock out. Employees who volunteer to work during a strike or lock out are then scheduled on a rotating basis by the union to work). With CUPE, you work as an essential service only your regular dues are paid.
**Printed materials/adverts**

**CLAIM:** Lowest dues at 1.25%: MGEU might claim to have the “lowest dues”. However, these dues are paid on all wages, including overtime and stat pay when you work a general holiday.

- **Fact:** With CUPE, you are paying dues on your *regular wages*. These are your straight time wages (including income protection and vacation). You do not pay dues on your overtime, stat pay (when you work the stat at 1.5x pay) or weekend or evening shift premiums.

- **Fact:** With the MGEU dues structure of paying dues on *all wages* you could end up paying substantially more in dues if you work a lot of OT and if you work permanent evenings and weekends. With CUPE, that pay is yours besides regular deductions as provided by agreements with insurance carriers and legislation.
Truth/False

**Our union local will not change:**
This is not true.
Due to the rep votes and being legislated to form multi-employer bargaining units there will be some changes to all union locals once the votes are complete.

Should CUPE win the vote, we will see some changes as we have to work out where the employees from the other unions are placed and how the CUPE locals involved with Shared Health will work together for bargaining. Currently there are three (3) CUPE locals involved with the Shared Health bargaining unit.

The CUPE Locals currently involved with Shared Health:
- 5362 – CancerCare Manitoba
- 4214 – Diagnostic Services of Manitoba
- 204 – Health Sciences Center & Children’s Rehab Centre for Children

Should MGEU win the vote, we will not have any say in what happens to us or where we are placed. MGEU will be making those decisions. Our local and all that we own will no longer be ours. Our funds and materials will go to CUPE National.

Should CUPE win the vote there will be changes as mentioned above. The difference is that we will have input and the ability to vote to agree or disagree on those decisions.

Simply put, we will lose all autonomy and choice and “voice” as to what happens to us as union members.
Where possible, the article and that language will be written first, followed by any explanations.
“Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except when it has been mutually agreed upon by both parties or in the case of training or emergency.”

“Employees of the Employer who are not within the bargaining unit will not on a regular and recurring basis, perform work normally performed by members of the bargaining unit except in cases of training and instruction, emergency, or in the event of temporary absence of a bargaining unit employee(s) which necessitates that work be performed by another employee of the Employer.”
## WHAT DOES THIS MEAN?

**WORK OF THE BARGAINING UNIT**

<table>
<thead>
<tr>
<th>CUPE Agreement</th>
<th>MGEU Agreement</th>
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<tr>
<td>The Employer cannot use an out of scope employee to cover the duties of CUPE position without discussing the situation with CUPE and coming to an agreement.</td>
<td>Allows the Employer to fill any sick call, vacation or other temporary absence of an employee of the bargaining unit with any employee of the Employer, including someone out of scope.</td>
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</tbody>
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If you are a PT or casual employee you could be passed over for a pick up shift for which you were qualified for.

The Employer might avoid hiring casuals to fill temporarily vacant positions as they arise.

The more often that an out-of-scope person covers a job of the bargaining unit, the more difficult it becomes to monitor this thereby making it easier for the duties and jobs that the Employer has given to someone out of scope to remain out of scope.

It becomes a “slippery slope”.
“Union representatives will be granted necessary time off with basic pay for the purpose of conducting local negotiations, subject to a maximum cost to the employer of maintaining salaries for three (3) employees so engaged.”

Also see Article 503 re: CUPE central table negotiations (PHCC)

“When meeting with the Employer for the purpose of conducting negotiations one (1) employee attending as a representative of the Union shall suffer no loss of regular pay. It is also understood that there may be an additional one (1) employee present without loss of regular pay and that the Union will reimburse the Employer for total recovery of payroll and related costs.”
When negotiating our collective agreement:

- CUPE is allowed up to three (3) employee representatives, to be paid by the Employer.

- MGEU is allowed only one (1) employee representative, to be paid by the Employer.
When negotiating our collective agreement:

- CUPE is allowed up to 3 employee representatives, to be paid by the Employer. This allows the Local’s members to be involved with bargaining, not just the Union paid Labour Relations Reps (such as a CUPE National Representative).

  - This save costs for the Local and ensures member representatives are at the bargaining table. This allows for the ability to have members present who can represent a good cross section of our jobs.

  - The agreement doesn’t place a cap on the number of member reps allowed at the bargaining table with their costs covered by the Union.

  - With the CUPE PHCC doing our bargaining we’ve not needed more members for local negotiations however in the event that our form of bargaining changes we know that we will continue to have Local Member representatives at the bargaining table along with CUPE National Representatives.
WHAT DOES THIS MEAN?
UNION REP - BARGAINING

When negotiating our collective agreement:

- MGEU is allowed only one (1) employee representative to be paid by the Employer.

- There is a cap on how many employee (member) representatives allowed to sit at the bargaining table even when all costs are paid by the Union. This allowance is one (1).

  - This is costly to the Union as they now have to pay the wages of a 2\textsuperscript{nd} employee rep on the bargaining table.

  - Even with the Union paying the costs of member reps, they are only allowed a maximum of two (2) employees on the table. This does not allow for a fair representation of the various jobs within the employer.

  - MGEU does not have matching language or the ability to have a central bargaining table.
CUPE Article 9 - CCMB 9

903 – For new positions, the job can be posted by the Employer with a classification as determined by the Employer with the understanding that such classification shall be reviewed pursuant to the process as prescribed by this Agreement within six (6) months of the position being filled. Such positions will be posted as “Under Review”.

MGEU Article 9

9:01 – “If a new classification within the bargaining unit is established or if there is a change in job content of an existing classification during the term of this Agreement and provided that the new or revised classification falls within the scope of the bargaining unit, the Employer will notify the Union as to the proposed job content and rate of pay. If the Union desires to enter into negotiations concerning the rate of pay, it will so inform the Employer within seven (7) days and negotiations will commence within 14 days of receipt of such notice. These time limits may be extended by mutual agreement...”
With the CUPE Agreement the job and its job description are put into place before the review takes place.

This gives all parties involved the ability to see what is actually required of the job in practice, not just on paper.

This is a benefit as the job can be properly rated. The job description can be corrected and the job rated on the actual duties, not the duties that a manager expects (with their own understanding of what the duties entail).

It has been shown with several jobs at CCMB that the job on paper was not the actual job in practice.
JOINT JOB EVALUATION
EXISTING JOBS

CUPE Article 9 – entire article

The JJE language is the CUPE HSC and CCMB Agreements is very detailed regarding JJE and the processes involved.

It calls for equal representation of the employer and the union to review the new jobs and jobs which the employee/s have asked for a review. This ensures a fair and equitable process for determining if the job should be reclassified and for determining pay rate.

MGEU Articles 9:04 & 9:05

- 9:04 – “An employee shall have the right to request a review of his classification if he feels that the duties of the job have substantially changed....”

- 9:05 – “The Employer will examine the duties of the Employee and provide a decision as to the validity of the request within 21 working days from the date they received the request...”
WHAT DOES THIS MEAN?

JJE - EXISTING JOBS

CUPE

• There is a committee made up of two (2) each from management and union.

Note: The Committee members rating the job are not supposed to be currently employed in the position or department. This provides for fairness and an unbiased rating.

MGEU

• Only the Employer makes the decision as to whether a job needs to be reclassified.
“It is understood and agreed by the parties of this Agreement, that no incumbent covered by the Agreement, shall have his/her remuneration reduced by any job review procedures. When a job Review results in a position being assigned to a lower salary scale, the current incumbents will be maintained on the existing salary scale on a present incumbent only (PIO) basis.”

Only the CUPE agreement safeguards the incumbent(s) in the position being reviewed or any positions which may be impacted by the review.

The MGEU agreement does not have any safeguards protecting wages of incumbents whose jobs were reviewed and found to be in a lower classification. Nor does this safeguard those who are in jobs which may be impacted by this change of classifications.
SENIORITY

SENIORITY WILL TERMINATE IF AN EMPLOYEE:

CUPE Article 1204 - CCMB 1304

(c) “Is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate.”

MGEU 12:02

(d) “Following a layoff, fails to report for duty within fourteen (14) calendar days after notification to do so.”
CUPE recognizes that when the Employer recalls a laid off employee there may be circumstances that prevent that employee from returning to the worksite within 14 days.

The MGEU agreement does not recognize the circumstances for which an employee might not be able to return to work with the employer in 14 days.

The CUPE agreement allows for reasons to extend the date of the return to work, including illness or the requirement to provide notice of termination to a different employer.
SENIORITY
SENIORITY WILL TERMINATE IF AN EMPLOYEE:

CUPE Article 1204 - CCMB 1304
(d) “Is laid off for more than 36 months.”

MGEU 12:02
(c) “Is laid off for more than 24 months.”
SENIORITY

SENIORITY WILL TERMINATE IF AN EMPLOYEE:

What does this mean?

With CUPE you retain your seniority for 36 months (3 years) if laid off rather than only 24 months (2 years) as with MGEU.

This extra year provides for a greater chance for the employee to receive a callback to work.

In times of cut backs, such as our current climate when there are many jobs being deleted, this extra time to retain seniority and to be on the call-back list is important. (Once seniority retention is gone, so it the ability to receive a call-back).

Currently in the WRHA, a large number of Unit Assistants jobs were deleted in 2017. Once year later in 2018 the WRHA deleted another large number of Unit Assistant jobs.

At this time, with so many laid off workers waiting for a call-back, the 3 year period will be very beneficial.
SENIORITY
SENIORITY WILL TERMINATE IF AN EMPLOYEE:

CUPE Article 1204 - CCMB 1304

(f) “Is promoted or transferred out of the bargaining unit and has completed the trial period in the new position”.

MGEU 12:02

(e) “Is promoted out of the bargaining unit.”

Many of our CUPE members have accepted out of scope jobs in order to be able to further their employment opportunities. The CUPE language recognizes this and allows for a trial in the new position and the ability to return to their in-scope position at any time during that trial period. Once the trial period is over, the CUPE seniority will also terminate.
SENIORITY WILL BE RETAINED BUT WILL NOT ACCRUE:

CUPE Article 1206 - CCMB 1306

(d) “Is on the trial period of an out-of-scope position”.

MGEU does not have this language.

This language in the CUPE agreement allows for an in-scope CUPE member to trial what is usually a promotional job which is out of the scope of the CUPE agreement without being locked into that position in case it doesn’t work out.

FYI – at CCMB we have past-practice of allowing an employee to take a term out of scope position for a year and allowing them to retain but not accrue their seniority.
SENIORITY
SENIORITY AND THE TEMPORARY EMPLOYEE

CUPE Article 703 - CCMB 703

“A Temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the physical ability and necessary qualifications and training to meet the requirements of the job and a good employment record in accordance with Article 1202. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee’s hiring.”

MGEU 12:06

“A temporary employee shall have no seniority rights in the matters of hiring, transfer, or promotion over regular full-time or part-time employees.”
SENIORITY
SENiority and the temporary employee:

What does this mean?

- With the MGEU language a temporary employee never has any seniority rights over a permanent employee regardless of start date. It could be very difficult for a temporary employee to achieve permanent status in positions where permanent positions are seldom posted.

- With the CUPE language, they have rights over permanent employees who were hired after the temporary employee. This provides some ability for temporary positions to achieve a permanent position in jobs that are primarily temporary (such as grant funded trial/research positions).

- This language only talks to hire, transfer and promotion. This does not include lay-off or bumping. Under the lay-off language when deletions are to occur in a classification or department, temporary employees do not have seniority rights. A permanent employee will not laid-off while a temporary employee is kept.
Definition: A probationary employee is a newly-hired full-time or part-time employee who has not completed a probationary period. Newly-hired includes the first time hired or any employee rehired by the employer after any separation of employment. This is organization date of hire, not CUPE date of seniority.
PROBATION

CUPE 704 - CCMB 704

Article 704 – The probation period shall be three (3) months for a full-time employee and four (4) months for a part-time employee. This period may be extended if the Employer so requests and the Union agrees.

MGEU 13:01

Full-time employees probation period is six (6) calendar months and may be extended for an additional period of three (3) months. Part-time shall be six (6) months of 960 hours, which ever comes first as well as the additional 3 months or 480 hours.
What does this mean:

- With the MGEU language you are guaranteed to be on a probation period for 6 months.

- During probation it is easier for the employer to find cause for dismissal based on but not limited to performance, tardiness, absences and other reasons.

- With the CUPE agreement there is a 3 or 4 month probation dependant on EFT.

- The shorter probationary period allows for more job security and the ability to bid of other positions sooner.
Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion or an increase in EFT. .......

An employee may, at the discretion of the Employer, not be promoted, transferred to another position during their probationary period.
Transferring positions:

- With the MGEU agreement, you may not transfer positions while on probation unless the Employer decides to allow this transfer. It would be very possible that a probationary employee would lose out on a better job due to their probationary status.

- With the CUPE agreement, a probationary employee shall be eligible to apply for any position that is permanent, is a promotion (higher rate of pay) or increases EFT (e.g., 0.5 EFT to 0.8 EFT).

- This is not at the discretion of the Employer. This ensures that a probationary employee does not lose out on a better job due to their status.
<table>
<thead>
<tr>
<th>CUPE 1407 (b) - CCMB 1507 (b)</th>
<th>MGEU – no language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees shall not be eligible to apply for transfer during their trial period in a permanent position, except where the position applied for represents a promotion, increase in EFT or the opportunity to exclusively work on the day shift.</td>
<td>There is no language dealing with transfers during a trial period.</td>
</tr>
</tbody>
</table>
During the trial period, shall be returned to her former position without loss of seniority:

ii) Voluntarily by the employee upon providing a reasonable explanation to the Employer.

During the trial period, shall be returned to his former position, salary level and original shift without loss of seniority:

ii) On request by the employee but at the Employer’s sole discretion.
If an employee finds that the new position isn’t as fulfilling as they had hoped or the work environment isn’t comfortable, under the CUPE agreement this employee can choose to go back to their former position as these are “reasonable” explanations.

Under the MGEU agreement it doesn’t matter why an employee wants to go back to their former position, it is up to the discretion of the employer, only.
Subject to 2103, the subsequent increments, if any, shall be due on the anniversary date of the employee’s date of employment. - 2103 talks to increments for FT and PT employees shall be due on the anniversary date of the employee’s date of employment with the employer and how this moves forward if an unpaid LOA occurred.

The date of promotion will become an employee’s anniversary date for salary increment purposes.
PROMOTION

What does this mean:

- With the MGEU language, if you take a promotional job your increment date changes to that new date. You may have taken the job 2 months before your normal increment date. This date is now eliminated and moved to the promotion date.

- EG – your increment date is Jan 10th. On November 10th you accepted a promotional job. When January 10th comes you won’t receive your increment step increase. That will only happen on Nov 10th the following year.

- With the CUPE language, you continue to collect your increment increases on your anniversary date if you are fulltime or after working 2015 hrs (7.75 hr days) or 1950 hrs (7.5 hr days).
Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, reduction of hours and recall, subject to the employee being able to meet the requirements of the job, having the necessary qualifications and a good employment record.

In a vacancy selection involving a promotion, if all other selection criteria are relatively equal, departmental seniority shall be considered the determining factor.
Currently when jobs are posted, requirements are listed. These are actual requirements such as a requirement to have a HIM or HCA certificate, gold seal in HVAC, 3 years of experience as a… etc.

Then there are the “Preferred qualifications” such as experience with ARIA, two years working in a medical setting.

Finally there are the “Assets” such as the ability to speak French, working with databases.

These requirements, preferred qualifications and assets are tallied together and are called the selection criteria.

When hiring external or out of scope applicants the Employer will use these selection criteria to choose the “right” candidate.
POSTINGS

What does this mean:

- With the MGEU language seniority is the determining factor when all of these selection criteria are relatively equal. With this language, there is the possibility that seniority won’t matter at all if the other applicants have experience that the Employer deems to be better than the internal applicant’s.

- With the CUPE language as long as the internal applicants meet the required qualifications of the job, seniority shall be the determining factor.

  - Example: A posting is up for a Unit Assistant with the following requirements: Health Care Aid certificate, current BCLS CPR.

  - If an internal employee applies for the job and they have their HCA certificate as well as the BCLS (or are able to obtain prior to start date) they would be awarded the job before any external applicants, even if they have more experience and other qualifications such as their LPN or HIM.

  - If two internal applicants apply and both have their HCA and BCLS, then it would be the senior applicant that would get the position.
An employee who is unable to report for work due to illness shall inform her Supervisor or designate prior to the commencement of her next scheduled shift(s). An employee who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to day shift       1.5 hours
Prior to evening shift  2.0 hours
Prior to night shift    2.0 hours

NOTE: Even in the mornings, with the MGEU agreement you must phone in 2 hours prior to shift. Many of our employees do not normally get up 2 hours before the start of shift.
CUPE 1301 & 2 - CCMB 1401& 02

1301(a) In the case of medical, dental or chiropractic exams or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits.

1302 (a) Reasonable notice for pre-scheduled medical, dental or chiropractic exam or treatment or elective surgery will be seven (7) days except in cases of emergency. Employees not meeting these requirements will be marked absent unless an explanation satisfactory to the Employer is given.

MGEU 15:05

Where possible, medical, dental, physiotherapy or chiropractic exams or treatments or appointments will be made on an employee’s day off, or after or before working hours. However, if impossible to do so, and upon providing at least 7 days notice to the Employer, FT and PT employees shall be granted time off for medical and dental exams and/or treatments providing such time is charged against accumulated sick days. If less than 7 days notice if provided it should not be unreasonably denied. The Employer may request written confirmation of appointment times and the employee shall provide prior to the date of appt.
The MGEU agreement states that when possible you are to make your medical appointments outside of work hours. When it is impossible to do so then you may take your appointment during work hours. For most workers at CCMB, we work during the majority of health practitioners hours (look at the hours of our own clinics – to see one of our Oncologists you would have to take time off work) so for most FT employees this would be “impossible” to do. However, for PT employees who have a day off during the work week or work reduced hours it would be required that you plan for regular check ups and treatment during your off hours.

With the HSC Agreement (as with CCMB) there is no such requirement listed to attend appointments during off hours. You cannot be denied an appointment because it is during work hours.
The MGEU agreement states that the Employer may request confirmation of appointment time and that the employee shall (means must) provide this confirmation prior to the date of the appointment.

There is no stipulation that there needs to be suspicion of abuse when requesting this information.

This provision is an extra expense and difficulty for employees. Many employees make their appointments with a phone call. They now have to find a way for the physician’s office to forward to them the confirmation of the appointment through email (a lot won’t send through unsecure email), fax or mail. There is often a fee involved.

Many appointments are made only a week in advance. Receiving these confirmations in a timely manner is often out of the control of the employee.

Impedes on privacy – by providing a note from the provider regarding appointment times and giving it to the employer a lot of an employee’s privacy is eroded. The employer now knows who the provider is and often then what their specialty is. This is information that the Employer might not otherwise know.

There is no such requirement in the CUPE agreement to provide this confirmation of appointment times.
SICK LEAVE
MEDICAL APPOINTMENTS

What does this mean:

Paid time

❖ The MGEU agreement: “providing at least 7 days notice to the Employer ………, providing such time off is charged against accumulated sick days.”

❖ This is stating that in order to have the time off to attend to an appointment it needs to come out of your income protection.

❖ This is the same for the CUPE agreement, Article 1301 (a), however that is only speaking to paid time off. (Different words, same intent).

❖ Article 1302 talks to the notice of the appointment. It does not stipulate that the time off must be charged against accumulated sick days. So if you need the time you are still able to receive the time off if you do not have any banked time. You simply will not be paid for the time off.
Subject to the provisions of 1303 (b), an employee may apply to utilize income protection for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver.

A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

An employee may apply to utilize up to 7 days of income protection credits per fiscal year for the purpose of providing care in the event of an illness of a spouse, dependent child, or parent or person who has the employee as the primary care giver. Such days that may be utilized for this purpose will be set out in Article 15:02.

**NOTE:** MGEU Article 15:02 and CUPE 1303 (b) describe the accumulation of family sick time.
SICK LEAVE
FAMILY SICK

What does this mean:

- With the MGEU agreement, regardless of what you may have in your Family Sick bank, you may only use up to 7 days in a fiscal year (May through April). The CUPE agreement does not put a cap on how many days you may use. If you have the credits you may use them.

- This affects all of us at some point or time. You may have children or older parents. Your life partner may become seriously ill. We know from our own patients that 7 days can easily be used up simply in achieving a diagnosis with CTs requiring infusion, surgical interventions etc.

- The CUPE agreement also clearly defines what the definition of “care is, so that there is no question that non-routine appointments are included.

- The CUPE agreement also clearly defines “primary care giver” so that there is no question that you may use this time to attend to those not listed as a dependent child, spouse or parent and that they don’t have to reside in the household or be family.
When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 703(a), she shall be entitled to income protection benefits and Bereavement Leave.

**NOTE: MGEU does not have this language.**

- **What does this mean?**

- If you are a CUPE PT employee and you have been awarded a pick-up shift and become ill and cannot work, you may be paid from your sick bank. Also, if you need to utilize Bereavement leave you will receive pay for any pick up shifts that had been awarded that fall within the period of Bereavement as defined in the agreement.

- This language has been argued in arbitration with Local 1550 vs HSC. CUPE won this arbitration.

- With the MGEU agreement, you would only receive income protection or bereavement pay for shifts that are part of your EFT rotation.
By application from the Employee, the Employer will supplement the award made by the WCB for loss of wages to the Employee by an amount equal to 10% of the WCB payment. Such supplementation shall continue for a maximum period of 119 days from the first day of supplement.

When an employee is unable to work as a result of an injury or illness incurred in the course of performing his/her duties for which WCB are receive, the employee who has accumulated sufficient income protection credits, may apply to the Employer requesting to be paid a supplement equal to 10% of the employee’s regular net salary........

The value of said supplement shall be deducted from the Employee’s accumulated income protection credits available at the time that the Employee commenced receipt of WCB, and such supplement payments shall cease once the employee’s income protection credits have been exhausted.
WCB TOP-UP

What does this mean:

- With the MGEU agreement, you may apply for a 10% top-up of what WCB pays out, however this top-up is given only when there are sufficient income protection banked to cover this top-up. When there is enough income protection banked, the WCB top-up is then deducted from this bank. Once the income protection bank is empty there will no longer be any top-up.

- With the CUPE agreement, the 10% top-up is given when applied for regardless of how much, if any income protection credits that the employee may have banked.

- There are so many employees who do not have income protection to help provide for this top-up for many different reasons. With the CUPE agreement you are sure to receive those credits and you will not be losing anything from your income protection bank, so it is there when you need it outside of the WCB claim.
The CUPE agreement does not have language that allows for the cancellation of vacation.

**CUPE 1515:** An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled.

Where the Employer finds it necessary to cancel the scheduled and approved vacation leave of an employee, the Employer and the employee shall attempt to mutually schedule alternative vacation dates within the remaining vacation year. Failing mutual agreement, the Employee may elect to carry over to the next vacation year, vacation of an amount equal to the number of vacation hours that were cancelled.

An employee may request payment in lieu of a vacation carry over of cancelled vacation. The Employer may authorize such payment of an amount equal to the number of vacation hours that were cancelled at the hourly rate of pay in place at the time the vacation was cancelled.
VACATION

What does this mean:

- The employer cannot force you to cancel your vacation. If you have a trip booked or plans made, you are assured that you will be able to take your vacation as planned.

- The MGEU agreement does not make this assurance, in fact it provides a roadmap as to how to reschedule vacation if/when the Employer cancels vacation.

- The CUPE agreement in 1515 does allow for the Employer to request an employee to work during vacation. Note – this is a “request” not a directive. Your vacation cannot be cancelled. However if there is a shortage and your Manager requests/asks if you can work and you approve, you will not only be able to reschedule that vacation day, but you will also receive double time for those hours worked.

- The MGEU agreement only allows for the rescheduling of vacation in cases of cancellation but not double pay.
VACATION

Discussion:

There has been a lot of talk over the last few years of single day vacation vs week blocks of vacation. Actually, this is a topic which comes up when it’s time to negotiate a new collective agreement. CUPE has debated on trying to negotiate single day vacation but it seems that when the surveys are returned, the majority of members wish to keep the guaranteed “blocks of 7 days”.

Why is this?

The number one reason is the very real concern of the higher seniority employees taking every Monday and Friday off during the summer so that the lower seniority employees would be unable to receive a full week of vacation over the summer or other high priority holidays.

In short, there is a fear that two, three or four senior employees on a unit might end up taking all of the Mondays and Fridays as vacation making it impossible for the rest of the employees on the unit to be able to take a trip or be home with their family for a full week during the summer holidays.
The vacation language in the CUPE agreements allows for vacation to start on the day of the week that is the choosing of the employee. Your week of vacation does not have to be Monday through Sunday.

For the majority of our CUPE members in healthcare who work 24/7 rotations this is a huge benefit. Many employees don’t want to take their vacation in the middle of their “stretch” of workdays. They would rather wait until their stretch is over and start their vacation after their regularly scheduled days off would be completed. With a lot of these 7 day stretches starting on Thursdays or Saturdays, many employees would like to start their vacation on this same day of the week.
The CUPE vacation language allows for the scheduling all vacation (except the 3 days that can be banked) up to November 15th.

If you want to use your seniority for specific dates then you need to schedule your vacation during the March scheduling period where your seniority is the deciding factor on who can take what days.

However, if you don’t know when you want to have vacation or are not sure what will be happening later in the year and are not concerned that you won’t be able to use your seniority, you can book your vacation any time before Nov.15th. (MGEU’s vacation must all be booked before April at the beginning of the vacation year).

The three days of vacation that may be banked do not have to be booked until March, at the end of the vacation year. (MGEU does not have these 3 days that don’t have to be booked until the end of the vacation year).

These are “rights” in the CUPE agreement which ensures that employees have greater flexibility to chose when their vacation will be.

The MGEU agreement states that the vacation schedule will be posted in April and once posted it shall not be changed except by mutual agreement between the employee and Employer (Art. 16:10).

Some Members have mentioned MGEU’s Article 16:09 that has the Employer providing a response to a vacation request within 7 days, except as is provided for in Article 16:10. This approval might be made in 7 days, but with the schedule being posted you are not guaranteed a “yes”. And if you do receive a Yes, according to Article 16:09 (b) the Employer can cancel it at anytime (even the day before) if it is deemed necessary.
The MGEU agreement does include a point that states that when a vacation request is made, the employer will respond in a week.

At CCMB for some departments this reply is often left to the last minute. Our managers know that when they sign the approval form they cannot change this answer so they want to be sure that when the time comes they have enough employees to provide proper coverage.

With the MGEU agreement, yes you might receive a quick reply and you pay for your vacation, flights or confirm plans.

However, the Employer is able to cancel your vacation right up to the day before and you will have to forfeit your deposits/payments on vacation plans or you may not attend an event for which the vacation had originally been requested for.

Sometimes waiting for a little longer for a firm answer is better than receiving a quick answer which may be changed later.
OVERTIME

CUPE 19 - CCMB 21

Overtime shall be the time worked in excess of the daily and biweekly hours of work as specified in Article 18, or in excess of the normal full-time hours in the shift pattern in effect in the department.....

MGEU 19:05

There will be no payment for occasional overtime period or deductions for occasional tardiness of less than 15 minutes.
OVERTIME
What does this mean:

With the MGEU agreement you have to work 15 minutes of OT before you start to be paid for that time. The CUPE agreement pays for all OT from the first minute that you go over your daily and biweekly hours.

If you are a 7.5 hr worker and you worked 7 hrs 40 minutes during the day, you start to earn OT as soon as the 7.5 hours have gone by.

Note – this has to be approved OT or emergent where you have to stay without the ability to receive approval at that very time.

(eg: You worked into your lunch break, your supervisor did not arrange coverage when needed so you could take your break or you stayed a few minutes after hours because you were sitting in emerg waiting for the hand off of a patient, etc)
CUPE 1550 Arbitration win – OT on Breaks: CUPE 1550 vs HSC won an arbitration that stated when an unpaid break was not available, OT would be paid. This arbitration also allowed for paid breaks to be paid OT when the employer did not allow for coverage of a paid break when informed of the need.

As the CUPE language regarding breaks is different than the MGEU’s agreement, this is just one of many arbitration awards that would no longer be valid if we were to go under the new agreement.
INCREMENTS

CUPE 2103 - CCMB 2204

Increments for FT and PT employees shall be due on the anniversary date of the employee’s date of employment at the Employer. When an unpaid leave of absence in excess of 4 weeks is granted, the anniversary increment for the employee shall move forward in direct relation to the length of the leave.

MGEU 27:02

Annual increments shall be granted on the basis of a satisfactory written performance appraisal.
_INCREMENT

What does this mean:

- With the MGEU language, if you have an unsatisfactory performance appraisal will not get your increment.

- With the CUPE agreement, your increment is assured to be on your anniversary increment date if full-time or 2015 or 1950 hours if part-time, regardless of performance, absences, sick leave etc.

- This date only changes should you take more than 4 weeks of unpaid leave of absence. At that point your increment level moves forward for the same length of time that you were on leave.
An employee may terminate her employment by giving two (2) weeks written notice, exclusive of vacation.

Employment may be terminated voluntarily by an employee by providing a minimum of four weeks written notice.
NOTICE OF TERMINATION

What does this mean:

❖ If you need to leave your position with the employer, you only have to give 2 weeks notice with the CUPE language rather than 4 weeks.

❖ How is this helpful? There are many occasions when having a shorter period of notice is handy, such as if you are moving a long distance away from the employer or if you apply for and have received an offer elsewhere. Many employers don’t want to wait 4 weeks for a new hire to start so may rescind their employment offer.
NOTICE OF TERMINATION

What does this mean:

- It may be argued that 4 weeks notice of termination (fired) from the Employer is beneficial. However, this would rarely happen because:
  - Usually when an Employer dismisses (fires) an employee it is for what they determine to be “just cause” and therefore they feel that they don’t need to give notice. They just terminate (and CUPE automatically grieves the termination).
  - If the termination is due to lay-off, we already have lay-off language separate to this termination language.
2nd paragraph

If the layoff is expected to or actually does exceed 8 weeks duration, an employee shall be entitled to exercise her Facility-wide seniority to bump into any classification within the scope of this agreement with the same or lower salary range, provided she possess the qualifications and ability to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

The incumbent will be entitled to exercise seniority subject to ability, performance record and qualifications to displace the most junior employee in an equal or lower classification. Any employee thus displaced will be entitled to a like exercise of seniority rights.

NOTE: The incumbent in this article is the employee in a position which has been deleted.
LAYOFF AND RECALL

Criteria required to bump into a position:

❖ Criteria which is the same in both agreements:

• Seniority: This is required in both agreements. A displaced employee can only bump an employee who has less seniority (hours, not date of service) than herself.

• Qualifications: If a position has a required qualification (such as the Health Care Aide certificate or HIM then the displaced employee must have that qualification – or be “grandfathered, already working in” that classification.

• The classification of the job is the same or lower than the job that the displaced employee is in. Same classification or lower means any position that is at the same wage or lower.

• Ability to do the job: You cannot bump into a job for which you are not able to do for any reason (such as physical restrictions for which the job duties cannot be modified to match).
Criteria required to bump into a position:

- Criteria only in the MGEU agreement:
  
  - Performance record: The Employer may use the performance record of an employee to determine bumping rights.

- The CUPE agreement does not include performance record. All displaced permanent employees are allowed to exercise bumping rights in the same manner. Discipline or performance improvement plans are dealt with separately, not at the determining of layoff and bumping.
LAYOFF AND RECALL

CUPE 2301 - CCMB 2401  MGEU – no language

A layoff shall be any reduction in the work force or any permanent reduction of an employee’s normal hours of work due to lack of work.

- The MGEU agreement does not give this definition. There is no guarantee that an employee having to reduce their hours will be allowed bumping or layoff rights.

- This language in the CUPE agreements clearly defines that a permanent reduction of hours is a “layoff” and affords the employee all of the rights of the collective agreement as an employee being fully laid off would have. This includes not only departmental deletions, but includes times when a single position faces a reduction due to shifting work patterns and department merging, etc.

- During the bumping in both the fall of 2017 and 2018 we saw a number of employees losing their jobs as there were no positions open to them at all. We also saw a large number of employees have to bump into positions with lower EFTs (1.0 EFT (FT) bumping into 0.6; 0.6 bumping into 0.2 EFT.)
Notwithstanding Article 3109 (a) additional available shifts shall be offered to an employee on layoff before PT and casual employees, provided she possesses qualifications and ability sufficient to perform the required work. The Employee on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in her/him working in excess of her/his regular EFT commitment.

MGEU does not have this language that provides for the ability of available shifts to be offered to those on layoff up to the actual EFT of the position. EI only pays a portion of the wages lost during layoff. This provision can help to lighten the financial hardship that any laid off worker will be in.
Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employee’s wages are being paid by the Employer, the Employer will pay the Employer’s share of the premiums on the condition the employee is paying their share.
BENEFITS WHEN ON AN A RTW PROGRAM

What does this mean:

- Currently, when an employee is on a disability leave and they have run out of income protection but they are still within the 119 day LTD elimination period, they have to “pre-pay” their share of their benefit premiums as well as the Employer’s share. (If they have enough income protection, their benefits are paid out of their sick time).

- When an employee comes back for any kind of a return to work (RTW) program of which the Employer pays the wages, then the Employer will pay their share of the benefits – as long as the employee pays their share.

- Currently at CCMB in order to maintain benefits while on an unpaid sick leave the Employee pays for their share and the employers share by cheque. When on the RTW program the employee can send Human Resources a letter stating that that they have prepaid the benefits and are on a RTW program so would like to be reimbursed the employer’s share of benefits. CCMB will then reimburse the Employer’s share of those benefits for the period of time that that the paid return to work program is in effect.

**NOTE:** Not all return to work programs are employer paid. An example of a RTW program which is not paid by the Employer is an MPI program. MPI pays the wages.
OVERPAYMENTS

CUPE HSC Article 35 - CCMB 36

- MGEU does not have this language for overpayments.

- This article deals with overpayments, when the Employer pays out too much to the Employee. This article lays out the time allowance to notify the employee of an overpayment and how to make arrangements to collect the overpaid funds.

- This article states that an overpayment can only “recover any overpayment made for a period of time that does not extend further back than 12 months from the date of discovery…..”

- When the Employer discovers an overpayment, they have 10 business days to notify the employee of the overpayment.

- Essentially, this means that the Employer may only collect/recover funds from an error made in good faith (an accident) if they notify the employee within 1 year 10 days after the funds had been released to the employee.

- Example: The employer, in error paid the employee for 2 extra shifts that s/he did not work. This was paid out on 10 January 2017. The Employer would have to notify the employee of the error by 20 January 2018 in order to recover these funds.

- If the Employer notifies the employee on 5 March 2018 they cannot recover the over paid funds as this is more than the 12 months allowed for discovery and 10 days for notification.

- We’ve all heard of the WRHA going after overpayments made several years in the past. This language stops that from happening to our CUPE members.

- CUPE 1550 had taken this article to arbitration and won.
An employee who reports to work as scheduled and finding no work available shall be paid a minimum of 3 hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.

- There have been occasions when the employer might have scheduled a PT or Casual employee a shift and then have to cancel it, such as someone scheduled for a medical treatment have their appointment cancelled, starting a domino affect cancelling shifts.

- If the Employee shows up to work and is sent home without working, she will receive pay for 3 hours. However, should she have started working then is sent home, then she will be paid for the full shift.

- The Employer is allowed to keep this employee at work as they are being paid and provide them other tasks to do throughout the day.
HOURS OF WORK
CALLED FOR A SHIFT LESS THAN AN HOUR BEFORE THE START OF THE SHIFT

CUPE Article 1808 (b) - CCMB 1906 (b)  MGEU – there is no language

Except as provided in 3109 (c), when an employee is called in to work a full shift as provided in 1801 within (1) hours of the start of the shift, and reports for duty within (1) hour of the start of the shift, she shall be entitled to pay for the full shift. In such circumstances, the scheduled shift hours shall not be extended to equal a full shift.

If you are called to work a shift with less than an hour until the shift starts and you make it to work and report for the shift within the first hour (before the 2\textsuperscript{nd} hour starts) then you’ll receive pay for the full shift, including the period not work.

EG: The shift starts at 7:00 am. You are called at 7:10 am, this is being called with less than an hour of the start of shift.
The first hour of the shift would be 7:00 – 7:59 am, so if you make it to work and report to your regular reporting system (timeline, supervisor etc) then you will be paid for this hour.

Article 3109 (c) describes benefits – seniority/income protection etc for casual shifts.
Article 1891 – describes hours of work.
Shift patterns, unless otherwise mutually agreed, shall provide for the following:

a) An employee shall not be required to change shifts without first receiving a minimum of 2 consecutive shifts off (15 hours). This means that if you get to work at 2300 hrs (11:00 pm) on Thursday, they cannot schedule to come in for 8:00 am Friday morning. (Unless mutually agreed upon such as a shift swap/pick up shift etc.)

b) Minimum of every third weekend off, more if reasonably possible.

c) Limit of 7 consecutive days scheduled.

d) Consecutive days off

e) Minimally and equal number of day shifts as night or evening shifts in a rotation

f) That you must consent to a split shift (Article 1806)

Article 1807: The Employer cannot suddenly introduce split shift schedules without the Union being notified in advance.
There will be no split shifts unless mutually agreed between the employee and the Employer. (this is a “on of” split shift, not regular scheduled).

Example of a split shift: An employee works 4 hours in the morning, leaves at noon and comes back at 3:00 to work the rest of the hours into the evening.
The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than 7.75 hrs or 7.5 hrs as the case may be (hereinafter referred to as “regular hours of work”).

1. The terms and conditions of the CA shall apply to PT employees working shifts of less than regular hours of work except as provided thereafter. (note: meaning terms following this statement).
   - Shifts of 3 to 5 paid hours shall include one (1) twenty (20) minute rest period.
   - Shifts of greater than five (5) paid hours up to and including six (6) paid hours shall include one (2) twenty (20) minutes rest period and exclude one (1) thirty (30) minute paid unpaid meal break.

Over the years this topic has come up on more than one occasion – what kind of breaks do those that work less than a full shift in day receive? There have been many occasions when this LOU has been cited in order to ensure the employees receive their correct breaks. The MGEU does not provide for this regulation.
Hours Of Work section: (c)

Each shift shall be inclusive of a total of sixty (60) minutes paid rest period(s) and exclusive of forty-five (45) minutes of meal period(s).

Note: this equals a total of 105 minutes of breaks. As well as the ability to leave the facility during all unpaid periods and usually during any paid break.

Each employee shall be entitled to rest periods as follows:

(i) Twelve (12) hour shift: three (3) thirty (30) minute rest periods.

NOTE: This equals a total of 90 minutes of rest breaks in a 12 hour shifts. (all paid – as they are not allowed to leave the facility as per Article 19:06 (a).
Let’s Discuss extended hours at CCMB – why would these LOUs and articles affect us?

We all know that we are out of space. We also heard in the news when our President/CEO, Dr. Navaratnam made her press release regarding the Audit that the government has ordered on CancerCare she mentioned that there were some clinics running with extended hours. We of course haven’t yet figured out which clinics those are besides Urgent Care and Chemo which have had extended hours for a long time and BreastCheck also has extended hours.

We know that extended hours are coming. It is conceivable that the Employer might look at extended shifts and utilizing the employees that they currently have rather than trying to hire more staff. We know that they have difficulties with that in Nursing as we see postings for Unit Clerks be reposted several times before they are able to fill those vacancies.

So ensuring that we have strong language now in our collective agreement just in case the Employer decides to go down that path is essential. In fact, it is for this possibility that our current CCMB has language for 10 and 12 hour shifts (as well as the same evening and night language as CUPE 24/7 facilities) so that CUPE thought to be proactive and have the language there, ready to utilize rather than changes occur in health care (as they are) and not have that language to fall back on.
OTHER LETTERS OF UNDERSTANDING

CUPE Only

The CUPE HSC (and CCMB) agreement has been built over decades to meet the needs of HSC health care workers (and CCMB). It contains vital letters of understanding (LOUs) which the MGEU Security Guard contract does not, such as:

- Staffing Review
- Impact of Hours of Work Reduction on Pension Plan
- Wage Standardization and Maintenance of Wage Standardization
- Reasonable Accommodations/Return to Work
- Pension and Benefit Plan Improvements
- Three separate letters for specific health care shift schedules.
- Amnesty from Provincial wage/Hours of work reduction legislation **
- Redeployment Principles **
- Utilization of employee portion of Employment Insurance (EI) rebate, training and education fund. (CUPE PHCC RREF Fund)**
OTHER LETTERS OF UNDERSTANDING

CUPE Only

• Amnesty from Provincial wage/Hours of work reduction legislation **

• This LOU is not stating that the Collective Agreement will prevent the Employer from cutting wages or hours if so legislated. That is a case that the Union/s would take to court as we are Bill 28, the wage freeze legislation. This article is protection from legislation that gives the Employer the OPTION to reduce hours and/or wages. If the legislation gives the Employer the ability to reduce these if they wish, this LOU prevents the Employer from activating that option. This is not speaking to a piece of legislation that direct/forces the employer to do the will of the government. (As the MGEU claims in their materials).

• Redeployment Principles **

• This LOU talks to participating healthcare facilities and unions working together to provide employment for those who have been laid off from participating facilities.
  • When an Employee from one of the participating facilities/unions is laid off, they will receive a redeployment number. When they apply for a job at one of the participating facilities they submit this number and they will have preference over external hires not on the deployment list. (At no time does an employee on the deployment list have preference over an internal hire or one laid off from that facility.).
  • Normal posting/hiring practices per seniority and any mobility agreements must be followed first.
  • As this LOU is not a part of the MGEU/HSC agreement, shows that they are not a part of the redeployment facilities. (CCMB CUPE is a signatory organization to the Redeployment Principles).
• Utilization of employee portion of Employment Insurance (EI) rebate, training and education fund. (CUPE PHCC RREF Fund)**
OTHER LETTERS OF UNDERSTANDING

CUPE Only

Utilization of employee portion of Employment Insurance (EI) rebate, training and education fund. (CUPE PHCC RREF Fund)**

This is the CUPE Provincial Health Care Council Retention Recruitment Education Fund. Due to CCMB and HSC providing income protection as per federal guidelines to be classified as “short term disability” there is a rebate of EI premiums that go to the Employer and to the employees. This is a small amount which on wages in our agreements would be approximately $25 – 75 per year per employee. For a single person, this isn’t a lot of money however collectively with all healthcare PHCC members participating through our collective agreements this is a very substantial amount.

The RREF has funded a number of programs, from single courses such as Medical Terminology up to full programs such as the Nursing Assistant or Health Information Management course.

Alone, no single local especially smaller locals would only be able to send very few (if any) of their members for education but by pooling funds from the PHCC locals, at CCMB alone in the last several years we have helped a number of members achieve their HIM, Nursing Assistant and other education needed to help gain the requirements of some of our jobs.

Collectively, the RREF fund has paid over 1 million dollars over the last 4 years to help educate our CUPE members so that they achieve the job that they want.

More information on the RREF fund may be found on the cupe.phcc.ca website.
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- CUPE National Strike Fund: https://cupe.ca/national-strike-fund-forms