

Analysis of CCAC Employer Take-Aways – CUPE

INSURED BENEFITS

1. EXTENDED HEALTH & DENTAL

Employer proposal:

Introduce 75% Employer/25% Employee cost sharing arrangement for **all** benefit plans.

EHC Plan ideas

- Remove Semi-Private and Private Hospital Bed coverage
- Incorporate coinsurance of 80/20,
- Amend the dispensing fee to \$5 per script
- \$100 Deductible (unbundled from Coinsurance)
- Require Physician certificate for surgical stockings, orthotics, massage therapy and fertility drugs.
- Where such a benefit exists, amend to reflect a maximum of 2 pairs in a calendar year for Medical Compression Garments, with a maximum of \$100 per pair.
- Delete vision care and transfer to health spending account

Dental Plan Ideas

- Reduce basic services coinsurance from 100% to 80% where not now in existence
- Introduce a deductible of \$50/\$100
- Add a dental cap of \$1000/year per person
- Dental Recall – 9 months for everyone
- Bitewing x-rays every 24 months for adults and every 9 months for children
- Full mouth x-rays and panoramic film once every 36 months

Introduction of Flexible Health Spending Account – Employer to provide full educational presentation.

Current provision [26]:

- Employer pays 100% of Premiums for Extended Health
 - LTD begins after 17 weeks, at 66% of salary
 - 90% Drug coverage with \$25 annual deductible
 - Vision Care: \$70 for exam and \$350 for glasses/contacts every 24 months/person
 - \$500/year/practitioner for Psychologist, Chiropractor, Osteopath, Naturopath, Registered Massage therapist, Speech and Language Pathologist, Podiatrist, Dietician, Occupational Therapist and Physiotherapist. (no prescriptions required)
- Employer pays 75% of premium (Employee pays 25%) for Dental
 - 100% for Basic services every 6 months
 - 80% of schedule cost for Dentures and Partials, \$1,000 annual max
 - 50% of schedule cost for Orthodontics, Crowns and Bridgework \$1,500 annual max, \$3,000 lifetime max

Effect of Employer's Proposal: *Employees have to pay significantly more for significantly less coverage. Increased co-pays, reduced paramedical benefits, no specified vision care benefit, and a significant decrease in Dental coverage.*

JOB SECURITY

1. CONTRACTING OUT

Employer proposal: May contract out any work, provided they give 60 days' notice of their intention, unless the Union agrees to a reduction of pay and benefits to the same level as provided by the contractor.

Current provision [21.05]: The Employer will consult with the Union prior to contracting out work "normally performed" by bargaining unit members. No bargaining unit employees will be laid off or have their hours of work reduced as a result of contracting out.

Effect of Employer's Proposal: *The Employer can now contract out work "normally performed" by bargaining unit members without consultation with the Union (simply "notice of intent").*

2. WORK OF THE BARGAINING UNIT

Current provision [21.06]: Bargaining unit work may be performed by persons excluded from the bargaining unit provided there is no reduction of hours of work or salary or layoff of any bargaining unit employee.

Employer proposal: Bargaining unit work may be performed by persons excluded from the bargaining unit provided there is no layoff of a permanent full-time bargaining unit employee.

Effect of the Employer's Proposal: *Part-time, Casual and Temporary workers can be replaced by non-bargaining unit members.*

3. SEVERANCE PAY

Employer proposal: Delete the severance pay provisions in the Collective Agreement, and replace them with the minimum requirements of the *Employment Standards Act*.

Current provision [11.10]: More than one (1) year but less than three (3) years of service – two (2) months' pay. Severance entitlements increase progressively to a maximum of nineteen (19) months' pay for twenty-five (25) years of service.

Effect of the Employer's Proposal:

Our bargaining unit will have their severance benefit drastically reduced and in some cases eliminated. The maximum benefit will go down from 19 months to approximately 6 months.

Specifics are as follows:

- *Employees with less than 5 years service receive NO severance, instead of 2 months (8 weeks) salary they are currently entitled to under the Collective Agreement*
- *Once entitled to severance, employees receive 1 week severance per year of service*
 - *5 year employees will receive 5 weeks instead of 3 months*
 - *6-9 year employees will receive 6-9 weeks, instead of 5 months*
 - *10-15 year employees will receive 10-15 weeks, instead of 8 months*
 - *16-19 year employees will receive 16-19 weeks, instead of 11 months*
 - *20-24 year employees will receive 20-24 weeks instead of 15 months*
 - *25-26 year employees will receive 25-26 weeks instead of 19 months*

- 27 year+ employees will receive 26 weeks (the maximum) instead of 19 months
Severance entitlements will be reduced overall by approximately 60-70%

4. EFFECT OF ABSENCE

Employer proposal: For unpaid leaves of absence that exceed thirty (30) days, the employer proposes to freeze the accumulation of seniority, service, vacation credits and other benefits during the period of the leave (to resume when leave ends). (Employees on Pregnancy/Parental leave exempt). Anniversary date for salary increases would be adjusted to reflect the leave.

Employees may maintain health and welfare benefits by paying the full premium (employee and employer share) to the Employer. The Employer will only maintain its share of contributions for employees on Pregnancy/Parental Leave (12 months max), Family Medical Leave (max 8 weeks) or Emergency Leave (max 10 days per year), and those on paid leave of absence or WSIB.

For employees on WSIB, benefit contributions will continue only until the employment relationship is ended, or 24 months, whichever comes first.

Vacation pay entitlements reduced to 2% when employees work less than 1540 hours (220 full days).

Current provision [7.07, 9.03]: Allows employees to take unpaid leaves of absence, while maintaining benefits, so long as the employee pays the full premium for coverage.

Effect of Employer's Proposal: *Employees who take time off without pay would not accrue seniority or length of service, and their salary increase date would be postponed. The reductions in benefit coverage are to the minimum protections under the law. Employees on WSIB will have to pay their share of the premiums for continued coverage (a reduction compared to current language in 7.11) and will be cut off after 2 years.*

5. ORGANIZATIONAL CHANGE

Employer proposal: Where the Employer implements organizational change that continues to provide employees with work in the same or comparable classification within the CCAC regardless of location, hours of work, work arrangements, job duties, these changes shall not be considered a layoff.

Current provision [12]: If an employee's "position" is declared redundant she/he may voluntarily accept a vacancy for which he/she is qualified, including a vacancy which she/he could perform with up to 6 months' training, voluntarily accept a lower paying job with salary protection of her current rate and enjoying ½ of all future negotiated wage increases until the rate of her new classification attains her protected wage rate, and although this may not constitute a layoff will be entitled to exercise his/her bumping rights and/or accept severance pay.

Effect of the Employer's Proposal: *Employees who are affected by organizational change will no longer be able to choose to bump based on seniority, or take another position in a different classification. The Employer will be able to reorganize its workforce and workplaces in such a way that employees have to move, change shifts, or do a completely different job - as long as there is a position open, the employee is not considered laid off for purposes of notice or severance.*

6. NOTICE OF LAYOFF

Employer proposal: No less than 4 weeks' notice to the Union and not less than the minimum that is required in the *Employment Standards Act* to the employee.

Current provision [11.05, 12.01]: Where possible, notice of at least 6 months must be given when the Employer undertakes organizational changes which may result in an employee's position being declared redundant, and in case no less than 60 days' notice. In the case of actual notice of layoff to the employee, no less than 4 weeks' notice and where greater, no less than that which is required in the *Employment Standards Act* to the employee.

Effect of the Employer's Proposal: *The Employer no longer has to give notice of organizational changes to the Union until they make the decision to lay off employees. The notice periods will be no less than 4 weeks, but no longer than 8 weeks (for employees with 8 years of service or more) under the Employment Standards Act. No mention is made of preferential selection for vacancies or bumping.*

SICK LEAVE & INCOME PROTECTION PLAN

1. SICK LEAVE/INCOME PROTECTION PLAN

Employer proposal: 70% of wages for up to 30 weeks. If 4 or more absences are taken in a calendar year, the first 2 days of sick leave are without pay. Employee must apply for EI sick benefits for weeks 3 to 17 and Employer will top up EI benefits (if any) up to 70% of wages. LTD benefits at 66% of wages begin after 30th consecutive week. An employee who returns to work for less than 4 weeks will be deemed ill for the same illness and the duration of his entitlement will resume and not be renewed.

Current provision [7.02(i)]: Commencing at 100% of pay for 1st week and 66.6% pay for subsequent 16 weeks in 1st year of employment, progressing to 17 weeks with 100% pay after 10 years of service. LTD benefits at 66.6% begin after 17th consecutive week. If employee returns to work for 1 full shift his 17 week entitlement will not be resumed but will be renewed, however entitlement to the 17 weeks IPP with 100% pay is only available once per calendar year.

Effect of Employer's Proposal: *Reduces short-term sick leave benefits to 70% from at least partial 100% coverage for all employees with more than 1 year of service.*

Example: Admin Assistant (Pay Grade 10) with 6.5 years experience (Step 5)

Base Annual Rate: 47,352.76

- Current entitlement under IPP: 9 weeks @ 100%, 8 weeks @ 66.6%
= \$13,053.31 for 17 weeks
- Employer Proposal: all time at 70%
= \$10,836.50 for 17 weeks
- Salary Loss while on sick leave
= **-\$2,216.81**

2. MEDICAL CERTIFICATES

Employer proposal: Employer may require a medical certificate at any time. Medical certificate will specify: the nature of the illness, any cognitive and/or functional limitations, a prognosis, date of

appointment, treatment plan (including frequency of treatments), expected date of return and any other medical information deemed necessary to assess and manage the employee's absence from work and/or the employee's return to work.

Current provision [7.02(ii)(a)]: Employer may require a medical certificate after four (4) consecutive working days or after eight (8) days in a calendar year. Medical certificate will specify: all reasonably relevant information regarding his/her functional abilities and limitations and expected return to work date

Effect of Employer's Proposal: *Employees will have to divulge a great deal more personal, private medical information to the employer, no matter the length/reasons for absence. The employer can demand a medical certificate for any absence, no matter the duration. Employees have to pay for medical certificates.*

3. EXAMINATION BY A DOCTOR OF THE EMPLOYER'S CHOOSING

Employer proposal: Employer can require an independent medical examination at any time for an opinion as to the Employee's fitness to return to work and his/her abilities and limitations

Current provision [7.02(ii)(c)2]: Employer may only refer and employee for an independent medical exam where the employee is making too frequent application for IPP or where the correctness of a certification or claim is questionable, or to assist in developing and implementing a return to work plan for an opinion as to the Employee's fitness to return to work and his/her abilities and limitations.

Effect of the Employer's Proposal: *Employer will have an expanded ability to require employees to attend a medical examination by a doctor of the employer's choosing at any time.*

OTHER LEAVE

1. CARE/SPECIAL LEAVE

Employer proposal: Eliminate any paid Care/Special Leave

Current provision [7.05]: Allowed 30 hours per calendar year of paid Care/Special Leave for full-time employees and 14 hours per calendar year for part-time employees

Effect of Employer's Proposal: *Employees would have to use vacation or sick days or take unpaid days off, to attend medical appointments, urgent matters, or to care for children, spouses or parents.*

2. VACATIONS

Employer proposal:

- 3 weeks if less than 5 years service
- 4 weeks if 5 but less than 23 years service

Current provision [7.01(a)]:

- 3 weeks if less than 1 year's service
- 4 weeks if 1 but less than 13 years
- 5 weeks if 13 but less than 23 years

Effect of Employer's Proposal: Takes away 1 week of vacation leave, specifically it reduces the vacation entitlement of employees with 1 year of service but less than 5 years, from 4 weeks to 3 weeks vacation and for those with 13-23 years from 5 weeks to 4 weeks vacation .

3. BEREAVEMENT LEAVE

- **Employer proposal:** five (5) consecutive calendar days for spouse, parent, child or step child. 1 of such days must include the day of the funeral.

Current provision [7.03(i)]: five (5) working days for spouse, parent, child, sister, brother.

- **Employer proposal:** three (3) consecutive calendar days for father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, grandchild.

Current provision [7.03(ii)]: three (3) working days for father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparent.

- **Employer proposal:** one (1) day to attend the funeral for aunt, uncle, niece, and nephew.

Current provision: none

- **Employer proposal:** where necessary because of distance the employee may apply for additional leave without pay

Current provision [7.03(iv)]: In special cases where an extension of leave may be required application shall be submitted to the Employer.

Effect of Employer's Proposal: Significant change proposed by the employer which deletes entitlements to leave of working days, changes it to calendar days, which may mean that employees who have lost a loved one will have less time off to grieve, as non-working days can now be counted as part of the leave. Also reduces entitlement from 5 days to 3 days where an employee suffers the loss of a brother or sister.

4. STATUTORY HOLIDAYS

Employer proposal: If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the float holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year.

Current provision [7.08]: Grants the existing 9 named and 3 floating paid holidays, and allows for the addition of any other proclaimed statutory holiday(s) by the Federal, Provincial or Municipal Governments.

Effect of the Employer's Proposal: Less days off for employees. If another statutory holiday is declared by the government (Municipal, Provincial or Federal), employees will not receive the benefit of an additional statutory holiday – they will lose one of their flexible “float” vacation days, or they may have to use an accumulated vacation day in order to have the day off.

HOURS & SCHEDULES

1. HOURS OF WORK & SCHEDULING

Employer proposal: Employer will no longer be required to adhere to “core hours” and may schedule employees to work at any time within a 24 hour per day and 7 day per week operation without any restrictions to meet the needs of CCAC clients. Employer may initiate a change in the schedule with 30 days’ notice.

Current provision [5.03(a)]: Employees will work within the core hours between 7 a.m. and 6 p.m. Monday to Friday. Except, the Employer may schedule casual, temporary, part-time, employees hired after January 1, 2007, employees who worked outside the core hours of work as of October 1, 2008 and no more than 23 full-time Team Assistants inclusive of those who worked outside the core hours of work as of October 1, 2008 to work between the hours of 7 a.m. and 12 a.m., Monday to Sunday.

Effect of Employer's Proposal: Allows employer to schedule employees at any time. No mention made of shift bidding, availability or seniority in regards to scheduling. Employees may be required to work overnight shifts, evenings, and weekends, regardless of home-life demands or seniority.

OTHER TAKE-AWAYS

1. PART-TIME SERVICE COMPENSATION ISSUES

Employer proposal:

- Progression on the wage schedule, 1 year = 1820 hours worked (i.e. excludes any paid leave)
- Vacation progression, 1 year = 1820 hours worked (i.e. excludes any paid leaves)

Current provision [9.02, 28.03]:

- Progression on the wage schedule: 1 year = 1500 hours paid (includes paid leave)
- Vacation progression: 1 year = 1 year of continuous service (1500 hours);
 - Paid a % of regular wages on same basis as full-time employees in terms of years of continuous service (includes any paid leaves)

Note: Current paid leaves for part-time employees are: Bereavement, Care/Special, Union leave with pay, Jury & Witness duty, and Armed Forces Summer Camp. (Employer is also proposing to eliminate Care/Special Leave and reduce Bereavement Leave entitlements)

Effect of Employer's Proposal: Seniority and vacations will accrue more slowly for part-time employees, and will not include paid leave time. This translates to reduced salaries and reduced vacation entitlements for part-time employees.

2. JOB POSTINGS

Employer proposal: Seniority shall only apply when the required qualifications, performance, skill, ability, experience and knowledge of the Employees are relatively equal.

Current provision [10]: Seniority shall only apply when the required qualifications, skill, ability, and knowledge of the Employees are relatively equal.

Note - In practice, seniority has governed where there is a transfer within the same job classification.

Effect of the Employer's Proposal: Seniority will not be considered for promotions or transfers unless applicants are relatively equal in terms of skill, qualifications, etc. The addition of "performance" and "experience" makes the selection process more subjective and means the Employer has more control over who they want to pick for a job regardless of seniority.

3. PROBATIONARY EMPLOYEES

Employer proposal: A probationary employee may be terminated without any right to grieve. Termination of probationary employees is at the sole discretion of Employer.

Current provision [9.01]: A probationary employee who alleges that the termination is made in bad faith, is discriminatory or was made arbitrarily may grieve a termination.

Effect of the Employer's Proposal: Takes away the ability of the union to safeguard the rights of new employees. Allows the employer to terminate probationary employees without any restrictions or review.

4. NEGOTIATING COMMITTEE

Employer proposal: Employer covers wages only (and will no longer cover benefits, pension or other costs) for bargaining committee members. Employer proposes to reduce Local Union members on the Central Bargaining Committee from 3 to 1.

Current provision [7.06(a)]: Bargaining committee members are entitled to leave with pay (including benefits, pension & other costs) throughout bargaining including conciliation. Current practice is for 3 Local Union members on the Bargaining Committee.

Effect of the Employer's Proposal: Imposes a penalty (no benefit/pension coverage or costs) on Bargaining Committee members, and reduces site-specific representation at the bargaining table.

5. LABOUR MANAGEMENT COMMITTEE

Employer proposal: To eliminate all Local Labour Management Committees to deal with on-going issues locally and replace with 1 province-wide Labour Management Committee to deal with on-going matters provincially. No specification as to # of Local Union members (if any) who would sit on the provincial committee.

Current provision [18]: 4 CCAC employee representatives and other Union representatives to discuss matters of mutual concern arising out of the working relationship between the Employer and its employees.

Note: This Committee currently meets on a regular basis.

Effect of the Employer's Proposal: *Reduces local problem-solving ability. No guarantee of union representation from each location on province-wide committee. No provision for costs or time off for members of the committee who may now have to travel to attend these meetings, since they could happen at other locations.*

6. ARBITRATION OF GRIEVANCES

Employer proposal: The Employer will no longer permit all grievances to proceed before a 3-member Arbitration Board.

Current provision [15.03]: the Union may choose an Arbitration Board (including a Union nominee) or single arbitrator depending on its preference.

Effect of the Employer's Proposal: *Reduces options for dealing with grievances. Union will no longer be able to ensure that significant cases such as policy grievances that affect many employees are heard by a Boards of Arbitration including its Union nominee. The Employer will be able to decide which cases are heard by a sole arbitrator.*

7. PURPOSE OF COLLECTIVE AGREEMENT

Employer proposal: To delete the current provision and replace with a statement that employees provide the best possible services in a cost effective manner.

Current provision [Preamble]: The agreement between the Union and the Employer aims to promote cooperation and to set out clearly the rates of pay, hours of work and conditions of employment.

Effect of the Employer's Proposal: *The preamble is used as an interpretation tool for the whole Collective Agreement. In this proposal the Employer is showing its complete and utter disrespect for you and your Union. Virtually every collective agreement acknowledges in the purpose or Preamble clause of the Agreement how the parties want to establish good faith, harmonious and positive relations between the Union and Employer. The only possible purpose in the Union's view for the employer removing this standard good faith language is that it is intending to try and "bust" your union and punish you for asking for fair compensation and benefits for the excellent work you perform for the employer and the public.*