

Department Reports

Contract Bargaining & Enforcement (CB&E)

The following summary is provided as an overview of the activities undertaken within the Department during the period of time May 2019 to May 2021:

The Most Important Thing:

Complete the 12 question quiz at the link below to be entered to win one of three SEIU-West wheeled duffle-size suitcases from CB&E! All answers are found within this report.

<https://survey.alchemer.com/s3/6338166/CBE-Convention-Report-Contest-Quiz>

Entries close at 17:00 hrs Thursday, May 20 and the winners will be drawn during lunch hour on the day of Convention (May 26).

Good Luck!

Staff

Our staff roles, responsibilities and challenges continue to evolve as we move forward in our relationships with our health care provider partners and our Association, the Government of Saskatchewan, Ministry of Health, SAHO, 3sHealth and now the Saskatchewan Health Authority and eHealth. We continue to explore new ways to interact with Union leaders and members to engage in the work of the Union.

As Director, I am responsible for the direction, operations and budget of the department in regards to collective bargaining initiatives, grievance process and arbitration hearings, Saskatchewan Labor Relations Board matters, Human Rights issues, court actions, and member concerns about their Collective Agreement or workplace. I lead collective bargaining at the SAHO and Extendicare tables. I provide advice and direction regarding government and Employer provincial initiatives such as transitional changes and challenges in the single provincial health authority, Union jurisdiction and scope in the provincial health authority, 3sHealth business cases and efficiency initiatives in both health and education. With the COVID-19 pandemic now a new reality in life, I provide negotiation advice and direction regarding SHA and Ministry of Health initiatives in human resources and labour relations in staffing the COVID-19 assessment and testing clinics as well as immunization clinics. I provide Joint Job Evaluation oversight through the provider unions' Committee of the Parties (COPs), and in developing an "association" model to assist SEIU-West and our Provider Union colleagues to work together in a provincial representation model. I provide advice and direction on initiatives such as care models and Employer initiatives, staff mix, scope of practice initiatives, technological change and the reorganization of work. I lead the development, planning and direction on department initiatives and standard operating practices for virtual meetings (another result of COVID-

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19) such as bargaining, strike or ratification member meetings and unit meetings, as for our standard grievance process. I sit on various committees with Provider Union colleagues, Employers and Employer agents, third party organization personnel and the government.

Our department has two deputies. Russell Doell is Deputy Director-CB&E and Angela Hosni is Deputy Director CB&E-MRC. They both provide very able assistance to me in the ongoing matters and initiatives of the department.

Russell is responsible to provide support and advice to the staff and Union leaders working out of the Swift Current office. Russell has direct involvement in SAHO collective bargaining and transition issues, Joint Job Evaluation including (COPs), and Employer projects of provincial scope, such as the Administrative Information Technology System (AIMS) and the Information Technology (IT) reorganization with its E-Health takeover attempt.

Russell represents the Union membership's interests regarding Employer requests for bargaining unit scope exclusions, the market wage supplement plan and the regional retention allowance plan. Russell is the SEIU-West representative in member benefits plans including SHEPP Board of Trustees (pension) and EH&EDB Employee Working Group (extended benefits plan), and is the lead resource person regarding the Provider Unions initiative to gain joint trusteeship over the Union benefit plans. Russell is the lead for the Union in responses to changes in the structure of benefits plans and plan governance models, work reorganization, and the Employer's reorganization of work, including contracting out and layoffs, as well as the Employee and Family Assistance Program (EFAP). A complete report on benefits is included in the department report.

Angela is responsible for the day-to-day supervision of the Member Resource Centre (MRC) officers as well as administration of the MRC. Angela assists in ensuring the efficient and timely operation and administration of the SEIU-West Collective Agreement grievance procedures as well as strategies to ensure our Collective Agreements are followed. Angela is the department resource person regarding the various Employers' ongoing initiatives and reorganizations.

Angela is responsible for providing advice and direction to Union Representatives regarding difficult grievance files, and challenges implementing solutions within the CB&E department policies, to the benefit of the members. She is also responsible to develop and lead CB&E staff professional development opportunities as well as educational opportunities for Union stewards and leaders. Angela works in onboarding, orientating, training, and mentoring stewards and members to provide workplace short-term relief to the MRC in Union Representatives. Angela provides support and advice on most department administration duties. A complete report on the MRC is included in the department report.



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Marilyn Irwin is our Benefits Officer. Her portfolio includes providing assistance, education and support on a provincial basis with respect to Disability Income Plan (DIP) claims and appeals, Duty to Accommodate (DTA) and Return to Work (RTW) initiatives including joint committees, attendance management plans and benefits claims, occupational health and safety concerns, career adjustment plan and potential Human Rights issues. Marilyn is ably assisted by Rhonda Stewart in communicating with and supporting SEIU-West members as they navigate through the benefit system. CB&E will have a virtual benefits display table where members can access for further information.

Don Logan and Rhonda Stewart are our permanent Member Resource Center (MRC) Officers, based out of the Saskatoon office. As well, Liz Tawpisin, Kim Deitner and Katelyn Almen provide temporary relief coverage as needed. The MRC officers document all calls to the MRC, respond to members and others, escalate calls to other staff as required, support the Union Representatives in their work and keep records as required.

The MRC staff are the first point of contact for members seeking, information, advice or advocacy from the Union. They provide information and advice on general issues, collective agreement issues including grievances, benefits, pensions, dues or any other workplace issues. If the MRC cannot provide an answer on the call, the question is referred to the appropriate person. Our goal is to provide our members with an answer to their query within 48 hours of their call, and for the vast majority of calls, members receive an answer the same day.

As of April 8, 2021, a total of 116,451 member-related calls have been logged into UnionWare, with the most frequent being about call in and work scheduling, Employer reorganization of work, and benefits. Questions about SAHO collective bargaining and the effect of the creation of the single provincial health authority on the terms and conditions of our health care collective agreement continue to be the most common subjects of the member calls. Since the onset of the COVID-19 pandemic in March 2020, the MRC has received a significant number of calls related to the public health order rules, co-horting of staff, COVID-19 testing and pay, and process issues if testing positive for COVID-19 and/or being directed to stay home and self-isolate. CB&E will have a virtual MRC display table where members can access for further information, including information about the CB&E draw.

Cam McConnell is our Collective Agreement Negotiation Officer in the north. Bob Desjarlais was our Collective Agreement Negotiation Officer in the south. Bob lost his battle with health issues in March of this year, and we are currently recruiting for a replacement. There is more information about brother Bob at the end of this report.

The south Negotiation Officer's portfolio covers the southern part of the province and the position is based out of the Moose Jaw office. Cam's portfolio covers the northern part of the province and he works out of the Saskatoon office. Between them, they are responsible

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for, or assist, in the negotiation of 42 individual Collective Agreements.

Barb Landry, Judy Horsman, Kelly Reynolds, Tracy Goodheart, Sinda Cathcart, Liz Tawpysin and Jennifer Bowes are our Union Representatives working out of the Saskatoon office. Tracy Goodheart is a staff resource to the SEIU-West member representative Janice Platzke on the Provider Union Joint Job Evaluation Maintenance Committee (JJEMC), as well as being responsible to provide advice to members, Employers and the JJEMC assistant concerning new or changed Provider Union job classifications. Barb Landry is the staff resource person to the SEIU-West members of the Occupational Health and Safety committees, and will be advising and supporting them on their role in identifying workload issues, developing recommended resolves to the Employer, and making sure the Employer acts on those recommendations, or else escalating the process. Barb is also our liaison regarding the Community based Organizations (CBO) initiatives. Liz Tawpysin is the resource person for the Employer's central scheduling ongoing initiatives. Chris Mulhall and Sharon Farrell are our Union Representatives working out of the Swift Current office; Shelley Johnson and Katelyn Almen are our Union Representatives working out of the Moose Jaw office.

Since our last convention report, there have been changes in our department. We have had four staff vacancies due to departures or new opportunities. Nancy Gross, formerly one of the Union Representatives out of the Swift Current office, has been on a disability leave for an extended period of time and as a result, the vacancy created by her absence has been posted as a permanent position. Gwen Suprovich was working as a temporary, then permanent Union Representative in the Swift Current office replacing Nancy. Gwen left to return to Manitoba, and the successful candidate for her vacancy was Chris Mulhall.

Blair McDaid, formerly the Collective Agreement Negotiation Officer out of the Moose Jaw office, left SEIU-West to explore other opportunities. Bob Desjarlais, a union representative in the Moose Jaw office, was the successful applicant for the negotiation officer position. Katelyn Almen, a SEIU-West member in the scheduling department in Saskatoon, had been providing temporary relief in the Moose Jaw office, was the successful applicant for the union representative position vacated by Bob Desjarlais.

Kim Deitner, a SEIU-West member at St. Paul's Hospital has been providing short-term relief, then temporary relief, for Union Representatives and the MRC staff in the Saskatoon office. When the position became permanent, Kim bid on and was the successful applicant for the permanent position, working out of the Saskatoon office.

Jennifer Bowes, who is a permanent Union Representative in the Saskatoon office, was elected to be an NDP member of the legislative assembly and so is away on leave for public office. Matthew Lantz is the successful candidate for the temporary position posted as a result of Jennifer's great win.



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Sinda Cathcart was a successful applicant for the position of Education Coordinator in the PA&E department. While Sinda completes her trial period, we have hired a temporary union rep to fill out the complement in the Saskatoon office.

The CB&E department has also recruited several SEIU-West members to provide short-term staff relief. Matthew Lantz, an SEIU-West member and steward from RUH, prior to his successful application for the temporary union representative position, had been providing short-term relief in the Saskatoon office. Cheryl Champagne, a SEIU-West member at St. Paul's Hospital has been providing short-term relief for staff in the Saskatoon office as well. Our short-term field relief and temporary staff have been doing a great job and we are appreciative of their efforts.

Legal matters for SEIU-West are handled by Heather Jensen and Michael MacDonald from Plaxton Jensen. Ms. Jensen, and Mr. MacDonald, along with Larry Dawson, an independent labour relations specialist, represent the Union at the arbitration or Labour Relations Board level. Plaxton Jensen also represents the Union in courts of law.

These are the types of gains and improvements we had anticipated with the rep by function reorganization, in terms of creating capacity through specialization.

Effect of the COVID-19 Pandemic on Department Operations

The COVID-19 pandemic and the resultant Emergency Act and public health orders put in place by the government of Saskatchewan has mandated significant changes in the way the CB&E department carries out its mandate of collective bargaining and contract enforcement. Various iterations of the public health orders has meant that face-to-face meetings between CB&E staff and SEIU-West members have been significantly curtailed. As well, the real possibility of the transmission of the COVID-19 virus in group meetings has meant that our organization had to mandate that face-to-face meetings could only take place with special permission, and only for a few select circumstances or situations. Effectively, this is meant that unit meetings, staff/member meetings, joint union management meetings, collective agreement update meetings, job action meetings and rallies, ratification meetings and grievance and arbitration meetings are now normally held through virtual meeting platforms or else following the physical distancing and personal protective equipment protocols set out in the public health orders.

SEIU-West had positioned itself previously to take advantage of virtual meeting technology by way of operationalizing a virtual meeting room (VMR) in each of our three offices. Participants outside of the offices can join either through an internet connection or through their cell phone. As well, CB&E has obtained licenses to hold Zoom meetings to use for collective bargaining committee meetings as well as meetings with the employers, bargaining information meetings and ratification meetings, along with utilizing third party

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program called Simply Voting which we use to conduct strike votes and tentative agreement ratification votes.

At the direction of the public health orders, the union has had to explore opportunities for staff to work from home. The MRC, based as it is on communications via phone calls and emails to the contact us portion of our website, was one of those services in which staff can work from home. Practically, what this meant was that calls would no longer be answered live, but individuals calling in would be asked to leave a voicemail and then would receive a call back from the member resource officers as they work through the message queue. No one was really happy with this process – not the callers who had to wait for a call back, nor the MRC officers who lost the opportunity to answer calls and provide advice, options and/or resolutions on a timelier basis. I am happy to announce that the MRC, through the assistance of SaskTel, has moved back to answering calls on a live basis. Depending on the volume of calls a caller still might be asked to leave a voicemail, but that would only be because all MRC officers were busy on other calls, not because all calls go to voicemail.

The new public health measures that we have to take, along with the obligation to offer ‘work-from-home’ arrangements to those staff who can do so, means that we have all had to adapt our expectations and our practices regarding the way in which we offer our services. We appreciate the patience and understanding our members have demonstrated towards their union and its staff during this time of uncertainty.

CB&E department staff are here at the convention, leading your caucus meetings virtually and available for interactive conversations. They are present to answer to any questions, or to research and provide the answer to any questions you may have about your collective agreement and/or workplace issues. Please take the time to contact them ask about anything work or Union related you want to know.

On behalf of all of us here, I want to acknowledge our appreciation to all CB&E department staff for the dedication they put into their jobs. Change continues to be a constant in the Union Representative world as well as the work worlds of our members. CB&E has many changes swirling around: in servicing assignments, in the SHA transitioning initiatives, in ever-changing Employer relationships, in new organizational demands and transforming ways of doing business, all of which complicates their role of representing our membership’s interests to the fullest extent. I admire the determination they bring to work and the high standards to which we hold each other. It is this collective work that makes our Union so successful. My staff make me proud to be the leader of the Collective Bargaining & Enforcement department.

Collective Bargaining

As stated, SEIU-West has 45 Collective Bargaining Agreements (CBAs) we negotiate. In



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health care, we have one rather large SAHO collective agreement covering four of the former regional health authorities – Saskatoon, Heartland, Cypress and Five Hills and their affiliated Employers. In SAHO collective bargaining, we bargain at our individual SEIU-West table for issues specific to our CBA, and as well with our Provider Union partners in coalition bargaining regarding the common elements of each of our collective bargaining agreements, for example joint job evaluation and wage rates, benefits plans provisions, workload issues and, since the creation of the single Employer Saskatchewan Health Authority, transition issues such as a common way of accounting for seniority and a provincial position posting process.

We have a collective agreement covering the five Extendicare long term care facilities – Preston Saskatoon, Moose Jaw ECI, and Parkside, Elmview and Sunset in Regina. We bargain for the Meadow Lake Clinic which became part of the former Prairie North Regional Health Authority but remains a separate bargaining unit we continue to represent.

In our education/allied sector we have collective agreements covering Chinook School Division, Chinook School Division including Swift Current Caretakers, South East Cornerstone School Division and Holy Family Roman Catholic School. As well, we have collective agreements for members in the Town of Shaunavon, Town of Leader, Town of Assiniboia and Town of Herbert, and Canadian Blood Services.

In our community based organizations/private Employer sector we negotiate collective agreements for members in Métis Addictions Council of Saskatchewan Incorporated (MACSI), Saskatoon Crisis Nursery, Saskatchewan Impaired Drivers Treatment Centre in P.A., Variety Place in Outlook, YWCA, Wynyard Community Accessibility, Respite, Rehabilitation and Education Services (CARRES) and West Central Abilities, as well as Gardiner Park Child Care in Regina. A newly organized bargaining unit in the sector is Saskatoon Parent Aid, a sister program of the Saskatoon crisis nursery, both operated by the Saskatchewan Society of the Protection of Children.

As far as representing members working for private Employers, we bargain collective agreements at Canadian Linen, Potters Canada and Moose Jaw and District Emergency Medical Services-(EMS) which is an ambulance Provider. A newly organized Employer is the City Centre Bingo in Saskatoon. The privately owned personal care and retirement homes where we have collective agreements are the Revera group - Bentley Moose Jaw, Bentley Hillsdale Regina, Bentley Marion Chateau Regina, Bentley Saskatoon and Bentley Yorkton as well as the new bargaining unit Green Falls Landing – Rivera in Regina. We also represent members at new bargaining units in Riverbend Crossing – Regina and Spruce Manor care home – Saskatoon. We represent members in Prairie Care Developments – Riverview Estates, Points West Living (formerly Caleb Village), West Park Crossing Retirement Community and Southwest Homes in Swift Current. Also included in this sector are Elmwood Residences (Lodge), Elmwood Group Homes, Cheshire Homes, Luther

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Riverside Terrace – Personal Care, Luthercare Communities Group Homes, Prince Albert Group Homes, Primrose Château, and Samaritan Place. Valley Action Abilities Oakwood Home and Valley Action Abilities Maplewood Home have one common collective agreement.

Due to the success of our organizing department since 2019, we have six (6) first collective agreements that are completed or in progress. These are Green Falls Landing, Parent Aid, Riverbend Crossing, Spruce Manor Care Home, Canadian Blood Services – Donor Relations Unit and City Centre Bingo.

Up to March 2021, collective agreements we have ratified and signed include Elmwood Lodge (to March 31, 2022); Potters Canada (to October 31, 2022); Canadian Linen (to December 31, 2022); Prairie Care – Riverview Estates (to October 28, 2023); Town of Assiniboia (to December 31, 2022); Town of Leader (to December 31, 2022); South East Cornerstone Public School Division (to August 31, 2022); Meadow Lake Associate Clinic (to March 31, 2022); Luther Riverside Terrace – Personal Care (to July 31, 2022); Green Falls Landing (to December 31, 2022); South West Homes (to March 31, 2023); and Points West Living (old Caleb Village) (to September 30, 2023).

Elmwood Group Homes (to March 31, 2023); Cheshire Homes (to March 31, 2023); Saskatchewan Association of Health Organizations (SAHO) (to March 31, 2022 plus one year to March 31, 2023); and Luthercare Communities Group Homes (to March 31, 2022) all have tentative agreements and are in the process of finalizing their CBAs.

Collective agreements that are open and in negotiations are West Central Abilities, Canadian Blood Services, Canadian Blood Services – Donor Relations; Extendicare Canada; Samaritan Place; Saskatoon Crisis Nursery and Saskatoon Parent Aid; Town of Shaunavon; Valley Action Abilities Inc.; Primrose Château; Wynyard C.A.R.R.E.S.; Riverbend Crossing; City Centre Bingo; and Spruce Manor Group Home; Saskatchewan Impaired Drivers' Treatment Centre; Métis Addictions Council of Saskatchewan Inc. (MACSI); Bentley Marion Chateau Regina, Bentley Saskatoon and Bentley Yorkton.

Negotiations scheduled to commence in 2021 include, Elmwood Group Homes, Prince Albert Group Homes, and Moose Jaw & District Emergency Medical Services. The Holy Family Roman Catholic School Division; Chinook School Division (includes Swift Current Caretakers); Gardiner Park Childcare; Town of Herbert; Variety Place; West Park Crossing; Bentley Moose Jaw, Bentley Hillside – Regina; and the YWCA.

We have a number of annual wage reopener tables ongoing in the community based/private Employer sector where the Employer receives yearly funding from the government. The battle to get Employers to acknowledge their responsibility to pass on monies set out for employee wages and benefits (and not divert the money for other uses)



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is ongoing. The current provincial fiscal climate, the financial ravages of the government's mismanagement of the COVID-19 pandemic public health rules, and the government's meanness in providing proper wage and benefits to employees who work in this sector has meant that Employers have been reluctant to engage in discussions to provide the additional monies from the government towards wage increases.

Provider Unions Bargaining Association

The three health services provider unions, SEIU-West, CUPE and SGEU, have bargained at a common table with the healthcare Employers since the 2004 round of negotiations. The reason for our common approach is the establishment of the joint job evaluation plan and the required standardization of wages and other forms of remuneration for the provincial provider union job classifications. While the Unions have engaged in "coalition bargaining", they have maintained their own identity with their former regional health authority Employers and maintained their own collective bargaining agreements based on their respective memberships.

The change from twelve former regional health Employers to one – the Saskatchewan Health Authority – has led to a new set of challenges for the provider unions. The provider Unions, in response to the Employer's position, have created the Saskatchewan Association of Health Services Provider Unions – the "Bargaining Association".

The Bargaining Association's mandate and purpose is to bargain a single collective agreement with common terms and conditions, allowing for variances, covering Saskatchewan Health Authority employees represented by the three provider Unions. The Bargaining Association will allow the provider Unions to defend against any initiative to interfere with each/all Unions' membership, and how members are represented. The Bargaining Association structure will consist of an Executive Committee, which will provide oversight to three working committees: the Negotiations Committee, the Essential Services Committee, and the Collective Agreement Administration Committee. The members have created an Association constitution and meet regularly to discuss employer initiatives of concern and a common response.

Arbitration

Most problems that arise between the Union and Employer are resolved either before a formal grievance is filed, or through negotiations with the Employer during the grievance process. Often, solutions found through discussions between the Union and Employer are better than solutions imposed by an arbitrator, who is a neutral third party but is limited to acting within the confines of the collective agreement. Disturbingly, there appears to be a move on the part of some arbitrators to substitute their opinions for the terms of the Collective Agreement. Furthermore, arbitrators often order backward looking remedies, rather than looking for solutions that will prevent problems from arising in the future.

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However, as a way to enforce the collective agreements we bargain, the Union on occasion has to refer grievances to arbitration, in order to have a third party provide a final decision regarding the interpretation or application of the collective agreement. Arbitrator decisions always provide insight and experience as to how to interpret the Collective Agreements and a point of perspective on how to improve Collective Agreement language.

The record of arbitrations also reflects the inherent uncertainty of the arbitration process. Whenever the Union asks an arbitrator or a court to decide a question, the result cannot be guaranteed, and it is sometimes very difficult to predict how the arbitrator may view the credibility of witnesses when the facts of what happened are in dispute.

This is one reason why most problems that arise between the Union and Employer are best resolved either before the formal grievance is filed or through negotiations with the Employer during the negotiation process. Often solutions found through discussions between the Union and Employer are better than the solutions imposed by an arbitrator, who is a neutral third party but is bound to interpreting the collective agreement and cannot always be creative to find forward-looking solutions that will prevent problems from arising in the future.

Significant arbitration decisions the Union received in the last two years are briefly summarized below.

Clarifying Rules around Fragmenting Shifts

In November 2018, Arbitrator Bill Campbell released his decision about whether the Employer could offer portions of shifts at straight time, rather than filling the entire shift at overtime rates. This issue was central to the way the Employer offered additional work where they moved between offering work at overtime or regular rates, based solely, it seemed, on the cheapest way to fill the shift. We received arbitrator Campbell's decision regarding the Employer's initiative regarding the fragmentation of shifts after waiting two years and ten months.

The wait was not worth it.

The arbitrator did not accept the Union or the Employer position, but fashioned his own interpretation of the CBA language. The award sets out five rules to follow when filling a vacated shift:

1. The employer is entitled to fragment vacated shifts as it sees fit;
2. The employer can decide to fill all or any portion of the shifts;
3. The employer can fill the entire shift or all fragmented shifts at regular time;
4. If the employer intends to offer any of the shifts or fragments of the shift at



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- overtime, it must offer the entire shift or all fragments of the shift at overtime;
5. Only if the employer is unable to fill the entire shift or all fragments of the shifted over time, is it then able to offer the unfilled portion at regular time.

As you can recognize, the Arbitrator's award has produced more questions than answers. The union met with the employer to discuss implementation of the award and the parties canvassed a series of questions about interpretation

While the Arbitrator indicated the employer could fragment vacated shifts as it sees fit, he notes that the employer is constrained by the minimum call requirement of no less than four hours. The parties discussed an example where a six hour shift was vacated, and the employer would be required to, when covering the entire shift, to use two four hour fragments. We question whether, if a fragmented shift was unable to be completely filled at regular time and overtime was required. Would you take away the part of the shift that was filled that regular time from the employee, or would you now convert that employee from regular pay to premium pay equal to overtime rate, as the arbitrator's award actually says, "...when an employer intends to fill part of a vacated shifted over time it must offer the entire shift or all fragments at the overtime rate...". Could this lead to a situation where employees could decline to work the shift at regular time, but if the shift was subsequently going to be filled and paid at an overtime premium, they would then be available to work. The fifth rule was interpreted to mean that once the Employer offered out a shift or the fragments of the shift at an overtime rate and an employee accepted the offer, the Employer could no longer cancel overtime shifts and re-offer them at regular time if an employee subsequently indicated availability.

We met with the Employer several times in 2019 and 2020 to develop a Memorandum of Agreement regarding a common understanding of the Arbitrator's decision. The COVID-19 pandemic crisis has had a negative effect on the party's ability to meet.

We were close to an agreement that would resolve the issues around scheduling both regular hours of work and overtime, but the Employer started retrenching from fact sets that were discussed and agreed to, and had formed the basis of further discussions. The Employer's retreat was disappointing. It appears the parties will have to go back to the arbitrator to get a decision on the remedy available to the union as a result of the arbitrator's decision.

We received the award regarding the SHR Employer's failure to follow master rotation language in the Collective Agreement. It is a significant victory for the Union. The Arbitrator decided in favour of the Union on all accounts. The decision reads as follows:

DECISION:

4. Upon consideration of the evidence and written submissions of the parties, the Board has decided as follows:

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(a) When preparing the Provisional Work Schedule, does the Collective Agreement require that the Employer follow the Master Rotation and refrain from making unilateral changes to employees' schedules as they appear in the Master Rotation? **Yes.**

(b) When preparing the Provisional Work Schedule, does the Collective Agreement require that the Employer utilize the Call-in system should it choose to fill a vacant shift? **Yes.**

(c) Does the doctrine of estoppel apply to this interpretation of the collective agreement? **No.**

(d) What is the disposition of this grievance? **The grievance succeeds.**

Once again, the Employer has been extremely reluctant to meet to determine the remedy portion of this arbitration decision. After several years of periodic meetings, and frustrated with a lack of follow up from the Employer, a hearing to have a remedy ordered in the master rotation Saskatoon City Hospital grievance has been scheduled in front of Arbitrator Zborosky for July 12-14, 2021.

The former Saskatoon Health Region refused to allow members who have been hired as casual conditional Continuing Care Assistants to bid on CCA positions while they complete the course and while they work as CCAs. While the SHR is refusing, other former health regions have no such restrictions. Arbitrator C. Zuck decided in favour of the Union on all accounts.

The Employer filed for a judicial review of the award. The Employer's application for an interim injunction, so as to not pay out any monetary award, was denied by the court. The Employer's judicial review of the award was heard and a very disappointing decision was released on October 31, 2019. Justice Currie ordered that the Zuck award be quashed.

The Union filed an appeal of Justice Currie's award at the Saskatchewan Court of Appeal (SCoA). The appeal was heard on April 20, 2020 via the virtual platform WebEx. The Court of Appeal (CoA), by majority decision, allowed the Union's appeal of the Queen's Bench decision to overturn Arbitrator Zuck's decision. Arbitrator Zuck's decision is restored. We won!

The majority of the SCoA decided the Queen's Bench judge misread Arbitrator Zuck's decision. Arbitrator Zuck treated "ability" and "qualifications" as separate concepts. Therefore, the Employer's argument that she did not apply the rule that qualifications and ability are different is simply not relevant.

The Employer argued LOU #2 was the only LOU to apply to Continuing Care Aide's conditional hire and LOU #22 was misapplied by the Arbitrator. The SCoA clearly explained how the time limited equivalent qualifications set up during a conditional hire in LOU#2 are the equivalent qualifications contemplated in LOU #22. LOU#2 and LOU #22 are not in conflict and can apply together.



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The SCoA tracked the arbitrator's reasoning closely and determined she responded to each of the points raised by the parties in the arbitration and explained her reasoning. The court disagreed with the Employer's argument the arbitrator did not provide a sufficient analysis of the cases put forward by the Employer in argument, determined the arbitrator did deal with the substance of each argument, and found her decision to be reasonable.

The Court's decision reaffirms the idea of the courts paying deference to the decision making authority of labour arbitrators. The decision suggests reviewing judges should not start afresh in looking at the ideas behind an arbitrator's decision, but instead start from the arbitrator's decisions and, ask not if the court agrees, but if the court can understand what the arbitrator is saying and connect the decision to the collective agreement and the factual circumstances.

We received an arbitration decision with respect to the required notification of illness set out in Article 24 of the SAHO/SEIU-West collective agreement. The Union had argued that the Employer's requirement that employees, when informing the employer of their illness and absence from work, to make numerous calls until the member reaches an actual person who has the ability and authority to receive their information regarding their absence from work, is a violation of the collective agreement. The union requested the arbitrator direct the employer to develop and implement a single telephone call policy for notification of illness or injury.

The arbitrator noted, "There is no doubt the employer could give employees a simpler way to give notice if it were to deploy more resources, even if the employer wanted to maintain the requirement that the employee must make direct contact with the supervisor." The arbitrator did not interpret the collective agreement to mean that the employee is only required to make one call or that the employer system imposed a hardship on the employee. He did interpret the agreement to mean that the employer must have a system of notification that allow the employees to give notice "as soon as possible", and failure to do so would be a violation of the collective agreement. This leads to the observation that, should an employee call in and the supervisor refuse to take the call, even if he or she were at work, would not meet the soon as possible requirement. One might even argue that if an employee is required to make more than one phone call, in many cases this may be occasion to file a grievance because the employer system did not allow them to give notice "as soon as possible"

We received an arbitration decision with respect to a member who was terminated from employment with the SHA for nonculpable attendance issues. We were not successful in reinstating the member.

The member's attendance issues commenced around 2008/2009 and continued, for a variety of reasons, to the end of 2016, when the member was terminated. The union made

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several arguments that the employer knowingly violated the collective agreement in its ongoing assessment of the member's attendance issues, in that the employer did not follow the procedures that are set out in the agreement with respect to return to work and duty to accommodate. Alternatively, the union argued that the employer made individual agreements with the member with respect to workplace attendance/absence, which conflicted with the terms and conditions, contained in the collective agreement.

The employer argued that they did not breach the terms of the collective agreement in terminating the member. Alternatively, the employer had reached the point of undue hardship in attempting to accommodate the member's absenteeism issues. Alternatively, the contract of employment between the employer and the member had been breached because there was no reasonable expectation the member would ever be able to return to work on a regular and ongoing basis.

The arbitrator was struck by the period of time in which the member had not attended work for any meaningful or significant period of time. The arbitrator determined that the technical breaches of the collective agreement were not enough to set aside the fact that the member could not demonstrate any reasonable prognosis for future workplace attendance. The arbitrator agreed that the employment contract was frustrated and that the employer had done all it could, prior to termination.

We received an arbitration decision with respect to a member who was terminated from employment with the SHA for culpable misbehavior. We were not successful in reinstating the member.

This arbitration decision was based on the determination of the credibility of the member. There was an incident whereby the member was accused of attempted theft and an unnecessary medical procedure. The member's version of events was challenged by the testimony of a patient and of a departmental colleague.

In a discipline arbitration, the onus of proof rests on the Employer. This means it is up to the Employer to establish, on the balance of probabilities, its version of events leading up to the discipline is more likely to be true than any other version of events. The Union does not have to prove innocence, however it must demonstrate that the Employers version is not the most likely, or that there are competing likely versions of events that cannot be distinguished from each other on the balance of probabilities.

In this arbitration, the arbitrator used the following in part to analyze the witnesses' testimony for credibility:

- The ability and opportunity the witness had to observe the events about which he or she is testifying
- The firmness of the witness' testimony



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- Whether the witness is able to resist the influence of their interest in the matter to modify the recollection of the events
- Whether the witness' testimony harmonizes with independent evidence that has already been believed and accepted
- Whether the witness' testimony is consistent in direct and cross-examination
- Whether the testimony seems unreasonable, impossible or unlikely
- Whether there exists a motivation for the witness to be untruthful
- The witness' demeanor
- The witness' motives
- The witness' powers of observation
- The witness' relationship, if any, to the parties involved in the dispute
- The extent to which witnesses may have an interest in the outcome of the case or have a self-interest in testifying for one of the parties
- Internal consistency of the witness' evidence
- Inconsistencies and contradictions within a witness' evidence in relation to the evidence given by other witnesses
- The failure of a party to call witness or produce material evidence if able to do so

The arbitrator applied this test to the testimony of the key witnesses of the employer and the union. Based on his assessment of the credibility of the witnesses testimony the employer's version of events was seen, on the balance of probabilities, to be more likely than the union's and grievor's version of events.

While it is helpful that there is a scale for witness testimony to be measured to determine credibility, at the end of the day the assessment of credibility is a subjective one informed by the arbitrator's past experience and observation.

We received an arbitration decision with respect to the Employer adding an additional qualification to a job posting in that the applicant needed to have passed a medical terminology course and that an applicant without the medical terminology course would be hired conditionally upon successfully passing such course. With respect to the narrow issue of the employer being able to add an additional qualification as well as a conditional hire requirement to a job posting that is not mirrored in the provincial job description, the union was successful in the arbitration and the grievance was allowed.

While the arbitration started off as a simple job posting grievance, the scope of the arbitration increased significantly when the parties agreed that the arbitration hearing would adjourn for the purposes of contacting CUPE and SGEU because of an interest they may have in the outcome of the arbitration. The arbitration raised potential issues related to the joint job evaluation process that the employer, and its predecessors, engaged in with SEIU-West, SGEU and CUPE.

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SGEU and CUPE were given full participation status on the condition that they be bound by the award in the same manner and to the same extent as to the two primary parties, and they would reimburse the primary party such portion of fees and expenses as determined as appropriate by the arbitrator.

The specific issue was a conditional hire agreement under which the successful applicant was hired. The job posting had the additional qualification, “applicants who do not possess the medical terminology course may be considered under a conditional hire agreement”. The provincial job description in question contains the phrase “basic medical terminology, where required by the job” as part of the Knowledge, Skills, and Abilities (KSA) section of the job description. The other three sections of a provincial job description are Summary of Duties, Qualifications and Experience.

The union’s position was that the provincial job description does not require a medical terminology course or certificate and such should not be added as an additional requirement for the job, which led to the conditional hire. The employer position is that knowledge of basic medical terminology was a qualification that was not met by the grievor, therefore the employer was entitled to hire the grievor on the condition that a course in basic medical terminology be successfully completed. The Employer relied upon LOU #22 for this obligation.

The Employer argued that the word “Qualifications” as contemplated in paragraph b (v) of LOU #22 was used in a broad sense to include the KSAs and should not be limited only to the requirements set out under the heading “Qualifications” in the provincial job description. The employer argued that KSAs and experience should be included in the definition of the word Qualifications. The union argued that the word “Qualifications” has a narrow meaning and must refer only to the heading titled “Qualifications” in the provincial job description, which refers only to educational qualifications.

In the end, the unions submitted that the grievance can be decided without addressing fundamental characteristics of the Joint Job Evaluation plan. The arbitrator agreed. The arbitrator ruled on the narrow issue – can the employer add an additional qualification to a job posting that’s not on the job description – and decided the employer cannot do so.

The question about whether a KSA is a qualification that the employer can use to conditionally hire an employee remains undecided.

When the Arbitrator allowed the grievance in September 2020, jurisdiction was reserved by the arbitrator in the event the parties could not agree on remedy. The parties will likely be returning to arbitration, as remedy has not been agreed.

We received an arbitration decision with respect to the Employer contracting out



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transcription work before the work is offered to medical transcriptionists in the bargaining unit at overtime rates of pay. The Chairperson and Union nominee granted the grievance, with a dissent of the Employer nominee. The majority decision means the union wins.

The board started its review with an important decision regarding the question of onus. Onus means which party has to prove their case on the balance of reasonableness. What it means in essence is that the party with the proof of onus is presumed to be incorrect and must adduce evidence, testimony and argument to overcome that presumption as well as prove its case. The Employer argued that in this case the union had the onus to demonstrate that it was interpreting the collective agreement correctly. The board rejected this argument. The board chair wrote, "It is now accepted that the question of onus of proof only arises where there is a conflict respecting facts and does not involve questions of law, which includes the interpretation of a collective agreement."

By the Employer's own admission, it changed the practice of offering regular time and overtime to transcriptionists prior to contracting out any additional work not completed in late 2009. The Employer tried to argue that LOU #8 gave it the right to change its historical practice and that the union, even though it grieved the change, by its failure to take the grievances to arbitration signaled its agreement with the Employer's action. Further, when the union withdrew the grievances without prejudice in 2016, it was signaling it agreed with the Employer practice. The Employer argued that Article 3.05 prohibiting the work of the bargaining unit being performed by individuals outside of the bargaining unit did not apply in this instance.

The majority of the arbitration board was not persuaded by this argument. The board majority opined that the fact that the grievances were not advanced to arbitration does not demonstrate union agreement to the changed practice. The circumstances informing the withdrawal of the grievances in 2016 does not constitute agreement with the Employer's change of practice. Specifically, the board majority found that the 2016 Letter of Understanding regarding provincial transcription work did not clearly ban or agree to the practice of contracting out. What it did and does indicate is that the Employer and the union were not in agreement with respect to the ability of the Employer to contract out bargaining unit work before offering the work at regular time and overtime to the in scope transcriptionists belonging to the SEIU-West bargaining units.

What the CB&E department takes from this part of the decision is that the withdrawal of grievance language needs to be amended. In addition to indicating that grievances are withdrawn without prejudice, it now states that the union reserves the right to file additional grievances on the same matter. For greater clarity, withdrawal does not mean the union has agreed with the Employer's position or practice, and that the withdrawal cannot be relied upon as such.

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The fact the Employer nominee disagreed with the reasoning of the board majority on this part of the award demonstrates how easily the union's conduct in correspondence in the grievance procedure may be misunderstood or misapplied.

The board observed in the 2016 letter of understanding on provincial transcription work, while defining provincial transcription work to include work that has been contracted out by the Employer to third party vendor, setting out that provincial transcription work could be distributed to other health regions and that moving work from one health region to another was not contracting out, the lack of specific language indicating that over time must be paid to members of the bargaining unit before the work could be contracted out meant that the practice was not specifically prohibited. It did however determine that there was no agreement on the matter through the examination of bargaining history regarding the LOU. It was this demonstrable lack of agreement that led the arbitration board back to the language in the collective agreement which prohibited the practice.

What was particularly satisfying in this arbitration was the uncontroverted evidence of Angela Hosni. She testified, as the Employer representative in 2009, that overtime was offered to transcriptionists prior to contracting out. Then she testified, as the union representative in 2010, that grievances were filed on the change in practice where the Employer contracted out transcription work before offering overtime to transcriptionists and that the grievances were only withdrawn due to the erroneous assumption the parties had agreed in the transcription LOU that contracting out would be eliminated.

Next, the parties need to meet to commence negotiations on the remedy. This may take a bit of time, as it appears we need to go back to 2009 to determine if there members who missed out on overtime as a result of the Employer's illegal change of practice. So far, the Employer appears to be stonewalling the efforts by the union to get the information needed to determine the quantum of remedy properly due to our members.

Other Issues

Sometimes, grievances are resolved without arbitration or going to courts. Eight (8) grievances scheduled for arbitration hearing but settled before or during the hearing;

Grievances Settled Before Conclusion of Scheduled Hearing

Harassment Grievance. This matter has a number of preliminary decisions over several years. Before the final phase of the arbitration got under way, a negotiated settlement was reached and implemented in 2020.

Improper pay Grievance. This grievance was mediated in front of Anne Wallace, Q.C., which sparked ongoing settlement negotiations, ending in an agreement reached and



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implemented in 2020.

Selection Grievance. This grievance sought to have the grievor awarded a more senior position, and was scheduled for hearing in May 2020. The parties reached a negotiated agreement shortly before the scheduled hearing dates.

Increment Grievance. The Union referred this grievance to arbitration in June 2020. The parties reached agreement to Gerald Tegart Q.C., as arbitrator, and scheduled the hearing for dates in March 2021. Shortly thereafter, the Union received a proposal to resolve the grievance in a manner that made the grievor whole, thus making the arbitration hearing unnecessary.

Termination Grievance. The Union referred this termination grievance for absence without leave after an unusual addiction relapse, to arbitration. Hearing dates were set for October 2020 in front of Anne Wallace, Q.C. Shortly before the hearing dates, the Employer advanced a settlement offer which was accepted.

Parkside Extending. This grievance, relating to the use of “good attendance” as a blanket selection criterion, was advanced to arbitration. Before hearing dates were set, the Employer agreed to follow the process set out in arbitration awards of similar issues in the Health Authority, resulting in a signed settlement agreement early in 2021.

Termination/Suspension - Town of Herbert. In September 2020, the Union moved two grievances to arbitration when the Employer did not agree to an abeyance request. Hearing dates were scheduled in front of Arbitrator Cathy Zuck. The Union requested documentation from the Employer’s lawyer, which had the effect of demonstrating the Employer’s actions were arbitrary and based on untrue assumptions. The parties then were able to reach a negotiated settlement, rendering the hearing dates unnecessary.

Termination - City Centre Bingo – After certification but before first collective agreement was reached, the Employer terminated an employee in February 2020. The Union filed a grievance under the *Saskatchewan Employment Act*, and it was scheduled to be heard by Arbitrator Dan Shapiro. The parties reached a settlement agreement in September 2020, rendering the hearing unnecessary.

Plaxton Jensen regularly provides opinions to the Union’s Grievance Committee and Union Representatives about the likelihood of a successful outcome if a grievance should go to arbitration. In 2019/2020, some of the complex and challenging issues that have come up in the last year include:

- Failure to follow the posted and confirmed work schedule;
- discipline for culpable workplace conduct;
- denial of certain leaves of absence;
- allegations of harassing and/or abusive behavior:

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- discipline for off duty conduct
- Employer delay in returning employee to work
- Improper lay off by Employer
- Employer actions that willfully, deliberately and egregiously violate the terms of Collective Agreements.

Other matters are scheduled for arbitration, including several instances of improper or unwarranted discipline; determination of correct JJE job classification; department and job changed within posted and confirmed period; failure to accommodate; withholding pandemic leave pay; withholding sick leave pay and improper cancellation of overtime shifts.

Plaxton Jensen also advise regarding the Employer, Union, and Union members' obligations under employment-related legislation.

At the Saskatchewan Labour Relations Board (SLRB)

The SLRB hears and decides applications that relate to Union organizing, specific complaints related to the collective bargaining relationship between Unions and Employers (including issues related to strike activity and essential services), and complaints by Union members about Union representation.

SEIU-West and SGEU each filed appeals of the Saskatchewan Court of Appeal decision to the Supreme Court of Canada in the epic saga of the SAHO ULP case. SAHO has filed a response and CUPE had applied for party intervenor status. The SCC declined to hear the case, so we then considered how to implement the court of appeal award. After serving notice to SAHO and our provider partners, we met at the Regina Labour Relations Board chambers to ask the board how the parties would proceed and whether or not to provide testimony and evidence to augment the already voluminous file in front of the Labour Relations Board.

The board decided in favour of the Unions. The Board appears to have followed the Union's approach and decided that the parties can lead live witness evidence, or rely on previous exhibits and transcripts as we see fit. The employer has opposed the idea of leading new evidence and argued no more evidence was needed. It looks like the Board agreed with a more flexible approach that the union argued for, so as to transparently correct the erroneous idea the original LRB panel cobbled together that the union and employer are in a "battle" for the approval of union members during the collective bargaining process.

However, as a result of the tentative agreement reached between SEIU-West and SAHO and ratified by the union membership and the Employer, SEIU-West has withdrawn from the SAHO ULP case.



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Social Services Worker Scope Issue – In 2019, the HSAS applied for a determination whether social services worker was in the HSAS bargaining unit, or in the provider unit. The video hearing started in August 2020 and concluded March 15, 2021. We are awaiting decision of the LRB.

Child Life Therapist Bargaining Unit Determination – In May 2020, the Board released its decision that the Child Life Therapist position belongs in the HSAS bargaining unit.

CBS Essential Services and SEIU-West ULP against CBS and CBS ULP against SEIU-West – These matters were scheduled for at various points in 2020, and were rescheduled because of the newness of the pandemic, and mandatory self-isolation of legal counsel. The matters are now scheduled to proceed in June 14-16 and November 2021, in the event bargaining issues have not resolved by that time, or if bargaining does not resolve the issues raised in these ULPs.

City Centre Bingo Unfair Labour Practice Application – In February 2020, the Union filed an unfair labour practice complaint, alleging City Centre Bingo failed to pay out Christmas bonuses and changed employees' hours without bargaining with the Union. The application has now been scheduled for hearing August 9-13, 2021.

Duty of Fair Representation Complaints

The Union has had several Duty of Fair Representation complaints filed against it to the Labour Relations Board over the past 2 years. All but one are resolved. To reiterate, a Duty of Fair Representation complaint is a complaint against the Union alleging that a Union member has been represented by the Union unfairly, arbitrarily or in a discriminatory manner.

SEIU-West responded to a complaint from a member whose employment at the YMCA was terminated. The Union had filed a number of grievances related to warnings, suspensions, and the eventual dismissal from the member's job as a childcare worker, and had supported the worker, which included explaining to her that if she did not change some of her habits which were problematic in the workplace, the Employer would likely end her employment. The Union's grievance committee considered whether the Union could be successful in the termination grievance, including having Plaxton Jensen interview the member and provide an opinion on the chances of success at arbitration. The Union's grievance committee decided the grievance must be withdrawn. The member appealed the grievance committee decision through the SEIU internal procedure and to the SEIU International Vice President.

The member took her complaint to the Labour Relations Board. The Board commented that SEIU-West had a much disciplined process for dealing with grievances, filed grievances

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promptly, meaningfully investigated the grievances, and made an appropriate decision about whether to proceed or not at every stage of the grievance process. The complaint against the Union was dismissed.

The member then applied to the court to overturn the Board's decision. That judicial review was heard in early August 2017, and, after a considerable length of time, the court provided a decision that refused to overturn the board's decision.

A complaint was filed by a member setting out her general unhappiness with things that had happened in the workplace over a period of several years, ranging from the denial of her application for a team lead position, the pattern of interactions in her department, her experience of discrimination and harassment through comments made by her manager, to her disagreement with the fact her classification was eliminated, which she perceived was due to the fact the individuals in the classification were women.

The Labour Relations Board held a prehearing where the complainant told her story. The registrar for the LRB heard the applicant's position that the Union should have advocated more strongly on her behalf with respect to the Employer's duty to accommodate, even though the applicant did not ask the Union to assist her in this matter and the Union did not have any disclosure about her disability until now. The complainant was informed that the board requires evidence and does not simply accept the assurance that an individual is discriminated against, or that the Union acted arbitrarily.

Ultimately, the applicant decided to access her right to continue with her DFR complaint to the Labor Relations Board proper. The Board decided that the Union should have taken more steps to investigate the member's concerns before concluding that there was nothing to grieve, and ordered the Union to file a grievance and investigate matters further. The Union has asked for a reconsideration of aspects of the Board's order, including an order to file a grievance on behalf of a different member who neither complained to the Board nor wanted to authorize a grievance filed on her behalf. This portion of the order was voided.

Subsequently, the applicant filed two further DFR complaints against the Union. In the first, she complained about matters complained against in the first DFR complaint and added complaints about how the Union had advanced her grievance through the arbitration process. The second complaint replicated the complaints in the first and second application, and added the Premier, province and other provider unions as additional respondents, alleging that the JJE program discriminated on the basis of gender. The Union filed replies and an application for summary dismissal, which were considered *in camera*. SEIU-West's application for summary dismissal was not successful as there were portions of the first complaint, which are part of the grievance filed by the Union against the Employer, included. However, the application by CUPE was successful, on the basis that a DFR application cannot be brought against a party who is not the member's bargaining



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agent.

Duty of Fair Representation complaints can be deeply hurtful to the Union representative or other individual specifically named in the complaint. It feels like a personal attack and criticism of one's professional representation work. We need to recognize that often the duty of fair representation complaint has more to do with the applicant's perceptions than specific actions of any representative and may be significantly informed with the applicant's experience with their manager and their colleagues.

There is always something to be learned from listening to applicants who take the extraordinary step of filing a complaint against their Union. It is an opportunity to learn about the experience of members and to use this information to improve the experiences of all members. In some instances, the applicants have never engaged with the Union before the issue that leads to a complaint with the Board, and have little to no knowledge of Unions and what we do. Our learning is that we all must be more diligent in specifically asking in emails and other communications if members understand the advice that they are receiving, or require further information.

The need for continuous improvement in shop steward identification and training was identified. It is apparent that Union members are often not aware (or claim not to be aware) just who are the unit chair and shop stewards at their work location. Members do not realize that Union chairs and shop stewards are volunteers, rather than employees of the Union. A general information program explaining the roles of unit chairs and shop stewards and encouraging members to be active participants in resolving their own problems at the initial step could help to address this issue. The internal organizers, with the assistance of the organizing department when required, are working diligently to recruit more stewards and unit executive to expand the union's ability to hear from our members and represent them accordingly. The Union is always stronger when we work together.

We all know that all of the Union staff, and its activists and leaders have heavy workloads. Further, we are all frequently confronted with emotional members, who may be in crisis. Often, the Union role is to provide practical and technical advice. In communicating this advice about procedures and processes, we all must make sure that our communications with the member acknowledge their personal individual, and often emotional, experience in a clear and supportive manner.

Legal Actions

Protecting Funding for Benefit Plans

SEIU-West has taken considerable steps over the past few years to ensure that stable funding for all benefit plans guaranteed under the Collective Agreement is in place.

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Historically, a joint Union and Employer benefit plan committee has had a significant role in decisions surrounding investment of the funds and ensuring that contributions were sufficient to fund all the benefits provided in the Collective Agreement. In 2015, 3sHealth took unilateral action to change the governance structure, and has tried to remove effective input from the Unions. In order to preserve the rights of members, SEIU-West has started a legal action in the Court of Queen's Bench, which questions the legality of the governance change and the authority of the new governance structure to make decisions around Employer contribution holidays, or drawing down funds reserved to provide members benefits. This litigation has been on hold as the governance of the benefit plan is an issue at the bargaining table with SAHO, and is now being discussed by the parties.

Concluding Thoughts

SEIU-West's successes in the legal arenas are a result of careful planning, comprehensive presentations and case evaluations done by the Union's staff, with the support of Plaxton Jensen lawyers and Labour Relations expert Larry Dawson. The Union carefully evaluates and weighs the strengths and weaknesses of each case that reached the arbitration stage. The Union makes thoughtful and reasoned decisions to move forward and invest in the arbitration process, the time and resources necessary to adjudicate the issues with broad-reaching impact on the working lives of many of its members. Negotiating strong language in the collective agreement is important, and it is equally important to enforce that language to ensure all the Union's members have the benefit of the collective agreement. SEIU-West's shop stewards, unit chairs, staff Union representatives and the Union grievance committee work as a strong team to gather facts and listen to each other. Our goal is to ensure the priorities and challenges in members' working lives are improved through common action.

Partnership Agreement

Our Partnership Agreement with the Ministry of Health and the former Health Regions, now the Saskatchewan Health Authority, appears to be over.

3sHealth Business cases/SHA Initiatives

Since August 2014, health care Provider Unions have been meeting with 3sHealth, representatives from the Regional Health Authorities (RHAs) and SAHO to discuss proposed 3sHealth plans regarding the development and implementation of "business cases" services within healthcare.

The parties did agree to work together – in the Human Resources/Union working group (HRUWG) – to identify issues, problems or advantages with respect to planning, developing, implementing and evaluating the proposed business plans. The first "job" the



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HRUWG took on was examining the service delivery model for medical transcription. The service delivery model is now operational with a few exceptions. The model sets out that medical transcription remains focused on three primary activities. One, there is an acute transcription service which provide service to physicians, surgeons, and others including mental health and addiction services, with respect to patients in this stream. Two, there is a medical laboratory transcription service which provides service to pathologists and others within the medical laboratory service. Third, there is a medical imaging transcription service, which provides service to radiologists and others within medical imaging, nuclear medicine and associated services.

There are three separate new transcription software programs used to manage the three services. The laboratory transcription service will use software called “fluency direct”, and the medical imaging will use software called “power script”. Users (radiologists, pathologists, etc.) dictate their report to the software and are responsible for any corrections or edits needed until a report is satisfactory.

Acute care transcription service initially used software called “fluency for transcription”, where the users (physicians, interns, residents, etc.) dictated their reports and the software produced notes. Transcriptionists edit the users’ dictation into the software for errors, omissions in completeness, or transcribe dictations directly into the software for physicians who did not use the software.

However, physicians in the acute care fields have demanded access to systems like the laboratory and medical imaging users access.in order to transcribe their notes directly. This change in service delivery theoretically will mean fewer “pure” transcriptionists will be needed to maintain the service. The traditional medical imaging transcription work at the Saskatchewan Cancer Agency has been virtually eliminated and their transcriptionists have been absorbed by health authority.

The medical transcription provincial service model is managed by 3sHealth in partnership with the health regions, now SHA. The HRUWG recommended that transcriptionists remain employed by the regional health authorities and that 3sHealth strike a “management contract” with the regions. That recommendation has been accepted by the Health Ministry and 3sHealth continues working with the provincial health authority to operate a service that is provincially managed and regionally/locally delivered.

We have a Letter of Understanding with our former Employers, that all parties have renewed, which maintains our members’ employment with the provincial health authority, maintains their inclusion in the provincial SAHO/SEIU-West collective bargaining agreements as well as their rights and privileges, while providing for protocols that transition the service to a provincial model.

Of course, the Employer and 3sHealth can never leave well enough alone, so they

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implemented a plan where transcription work would be contracted out before offered the work to SHA employees at regular time and overtime. SEIU-West filed a grievance on the matter and was successful at arbitration in proving the Employer's actions violated the CBA. See the arbitration section for further information.

Supply Chain Services and Enterprise Resource Planning are other business cases 3sHealth and the health regions have been working on. With respect to Supply Chain Services, there is a provincial purchasing model implemented by 3sHealth and delivered by the now former Health Regions.

3sHealth, eHealth and the SHA are exploring a variant of the Enterprise Resource Planning business intelligence model, called Administrative Information Management System (AIMS). We understand that the Government has allocated approximately 160 million dollars for AIMS implementation and operation. The model has had several anticipated "go live" dates, all of which have not come to fruition. Currently, we are told the model may be implemented in the fall of 2021.

Under a plan for provincial management of Information Technology, IT positions may be in a process of migrating to eHealth as their Employer, with some exceptions. How incumbents retain their positions is under negotiations currently. A confounding factor is the serial investigations of eHealth management by the Ministry of Health and the government, which has induced a sort of bureaucratic paralysis.

3sHealth work on the other business cases has been halted.

Employee Benefits

Joint Trusteeship of Benefit plans

In January of 2015, 3sHealth unilaterally declared itself the sole holder of Health and Welfare Trusts regarding all of the benefit plans and appointed their own Employer board of Trustees to govern the plans. The plans affected are the Enhanced Health & Dental Plan, Core Dental, Group Life, SEIU-West DIP, SUN DIP, CUPE DIP, HSAS DIP and the General DIP Plan. As a result, in this current round of Collective Bargaining the provider Unions have devoted substantial time to negotiating Joint Trust issues and have an agreement which includes a Letter of Understanding regarding the issue.

The main issue is that control of the plans through the Trust Agreements resides solely in the hands of the Employer Board of Trustees, which is mainly made up of members of the 3sHealth Board. Because surpluses in Health and Welfare Trusts are extremely problematic, the 3sHealth trust agreements set out that when surpluses exist, the Board of Trustees could order a contribution holiday for the Employers until the surplus is reduced,



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rather than use the funds to improve the benefits provided by the plan as set out in the collective agreements. As well, if the plan ran into financial difficulties, the Board of Trustees could unilaterally decide to reduce or eliminate benefits, rather than negotiate with the Unions.

SEIU-West has held the position that the 3sHealth Trust Agreements are not properly or legally constituted, and could create significant liabilities for SEIU-West. We consulted with our legal counsel and as a consequence, filed a claim on December 28th 2016 in Court of Queen's Bench against SAHO and 3sHealth and the Employers.

To date none of the healthcare Unions have required the defendants to file a response to our statements of claim, as it has been the preferred position of SEIU-West that the most sensible solution to protect the plans and the plan assets is for the Unions to enter into Joint Trusteeship with the Employers. While SEIU-West was preparing to file a statement of claim in the courts, the health care Unions (SEIU-West, CUPE, SGEU, SUN and HSAS) were approached by Ministry of health officials to hold discussions on what was referred to as Joint Opportunities for Sustainable Healthcare. Benefit plan surpluses were on that agenda. The Government was quite clear at those discussions that it wanted to take the surplus contribution dollars back from all health care Unions and was offering very little in exchange.

The five health care Unions listed above spent a considerable amount of time (months) in negotiations amongst themselves and with Ministry of Health regarding the joint opportunities initiative. After numerous attempts to find some common ground that would allow for a sharing of surplus money in exchange for Joint Trusteeship of the benefit plans, no agreement was reached and negotiations ceased.

The provider Unions were still committed to the premise that Joint Trusteeship of all the benefit plans had value and attempted to reach an agreement with the Ministry of Health, absent HSAS and SUN. In January 2017, the provider Unions had believed that they had come to an understanding with the Ministry and agreed that Employer Benefit Contributions could be suspended temporarily while the parties negotiated a framework agreement to joint trusteeship. This plan for the suspension of contributions had strict timelines for the negotiations between the provider Unions and the Ministry of health to be finalized. Unfortunately, even after a timeline extension, negotiations never really started. Therefore, the provider Unions informed the Ministry of Health that negotiations failed and all suspended contributions must be deposited into the appropriate benefits accounts. SEIU-West, along with the other provider unions, continue in our common position that the best way to manage the benefit plans is through Joint Trusteeship.

Fortunately, 3sHealth has not suspended making changes to the benefit plans as they previously did in 2004 when the Saskatchewan Union of Nurses (SUN) filed a statement of

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claim regarding the funding of the EHB plan. The Employee Benefits Committee along with the Employee Benefits Working Group continue to operate as an advisory group with the only change being that they report to the unilaterally declared Board of Trustees instead of the 3sH Board as they did previously. To date the employee benefits committees have had an excellent working relationship with the Board of Trustees, as all recommendations put forward by the committees have been adopted by the Board.

Some progress has been made on the conversion of our benefit plans to Joint Trusteeship, however it has been a slow and tedious process. SEIUWEST has been working in cooperation with the other provider unions (CUPE, SGEU) and we have made two joint proposals to 3sHealth for Trust Agreement revisions. All three provider unions have retained individual legal counsel to assist in the negotiations. SEIUWEST has contracted with Shawn Hatch from Hatch Law in Vancouver B.C. to assist us with the conversion and negotiations. Shawn has extensive experience working with Health and Welfare Trusts (HWT), Employee Life and Health Trusts (ELHT) and negotiating conversions to Joint Trusteeship.

At this time, the provider unions have not consulted with the other Health Care unions (SUN & HSAS). There is a scheduled benefit plans stakeholders meeting to be hosted by 3sHealth on June 22, 2021 where all of the Health Care unions will be in attendance.

The following are detailed reports regarding each benefit plan:

Saskatchewan Health Employee Pension Plan (SHEPP)

Much of the healthcare employees' pension plan report has been extracted from the 2019 SHEPP Annual Report. The report is available online at www.shepp.ca. As a brief refresher, SHEPP is a Defined Benefit pension plan, meaning that the amount to be paid out at retirement is defined by a predetermined formula and is not a variable amount subject to the prevailing market forces at the time of retirement. SHEPP is a jointly trusted pension plan, governed by a Board of Trustees made up of four Union and four Employer trustees.

The role of the Board of Trustees is the administration of the plan in all aspects, from contribution rates, to investment decisions, to the payment of pensions. The Board of Trustees is not responsible for plan design; that falls jointly to the Union Partners Committee and the Employer Partners Committee. SEIU-West's representative on the Union Partners Committee is Vice President Janice Platzke. The proper execution of the plan responsibilities is governed by a Trust Agreement, which is the founding document created to legitimate the formation of the Pension Trust by the group of Unions and Employers known as the settlers.

The pension plan has evolved quite significantly since its creation in 1962, as it was then



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known as “The Retirement Plan for Employees of Contributing Members Hospitals and Allied Organizations of the Saskatchewan Hospital Association” with just 40 members. SHEPP today has approximately 59,126 members.

The SHEPP Board of Trustees is made up of eight (8) members - four (4) Union appointees and four (4) Employer appointees. Some changes to the board since the last report are that Andrew Huculak moved into the position of chair with Jeff Stepan as co-chair for 2019. Mike Northcott replaced Stuart Cunningham as an Employer trustee. Current members of the board are:

- Andrew Huculak - (chair 2021) Employee Trustee, retired CUPE staff
- Jeff Stepan-(Co-chair) Employer Trustee, SGI
- Mike Northcott-Employer Trustee, SHR, was replaced by the employer with Karen Aulie, who died suddenly of medical complications and has not yet been replaced on the board.
- Russell Doell - Employee Trustee, SEIU-West
- Natalie Horejda - Employee Trustee, HSAS
- Dr. Jim Tomkins-Employer Trustee, Retired University of Regina
- Marg Romanow - Employee Trustee, SUN
- Ted Warawa - Employer Trustee, 3sHealth

As one of the SHEPP Board of Trustees many duties, the board is committed to maintaining strong governance of the plan in order to fulfill their fiduciary duty. In this respect some of the tasks taken on by the board in 2019/20 were:

- Completed the Pension Plan Governance Self-Assessment Questionnaire developed by the Canadian Association of Pension Supervisory Authorities (CAPSA);
- Entered into the final year of a five year strategic plan (2017-2021) available at SHEPP Web site;
- Completed the administration and investment management benchmarking studies;
- Identified key organizational risks as part of the enterprise risk management program;
- Reviewed and approved Board policies in accordance with the Governance Review Policy;
- Held its annual meeting where the Board appointed a member to the Human Resources Committee and met with members of the Partner Committees;
- Engaged KPMG accounting firm to conduct the annual independent audit and received a satisfactory report.
- Completed an asset-liability study and approved a new long term asset mix, which will bring several new asset classes into the plan.

Financial Status of SHEPP

2019 was a better than expected year at SHEPP. Investment returns amounted to 11.3 % for the year, bringing the total value of assets managed by SHEPP to just over 8 billion

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dollars, and having a best estimate funding ratio of 110.8 %. 2020 continued this trend adding an additional 800 million of value by year end bringing the value to just better than \$8.8 billion and a best estimate funding ratio of 112.4 % by year end. The funds going concern funding ratio has continued to improve since the financial crisis of 2008, according to Actuarial Valuations filed for the plan. Though funds like SHEPP are no longer required to fund on a solvency basis, the solvency ratio still effects the plan in some areas such as commuted values and solvency deficiency hold backs; areas where SHEPP continues to struggle. The SHEPP plan actuary is currently preparing a valuation for year end 2020 and the Board of Trustees will determine whether or not to file the valuation with the regulator based on results, as this is not a mandatory filing year for SHEPP.

Another factor stressing the future valuations of SHEPP is that as the plan matures, the ratio of active members to retired members is changing. In 2002 the ratio was 4.2 active members to 1 retired member. In 2015, that ratio has evolved to 2.4 active members to 1 retired member and that trend has continued into 2019 where that ratio has reached an even 2 active members to 1 retired member.

Disability Income Plan (DIP)

The SEIU-West Disability Income Plan (DIP) was in an overfunded position in 2017 with a funded ratio of 253.6%. This represented a 19.3% increase in funding ratio despite Long Term Disability (LTD) claims being up, average LTD net benefit being up and average LTD claim duration being up in 2017. As a result, contributions were recommended to be reduced in 2017 and 2018 by the Employee Benefit Committee. The SEIU-West DIP valuation for 2018 had not yet been finalized by the plan Actuary but early trend reviews point towards a slowing of surplus growth due to reduced contribution rates and additional usage.

As predicted surplus growth has been curtained and we have seen some contraction in 2019 and 2020. The plan funded status was reported by the plan actuary as a funded ratio of 237.2% for 2019 and 199.7% for 2020 which is still considered as an over funded status by the Employee Benefits Committee. As of December 31, 2020 the SEIU-West Disability Plan held a market value of assets, after smoothing, of \$57,135,000 and recorded liabilities of \$28,610,000 leaving surplus funds of \$28,525,000. Liabilities primarily are made up of LTD claims, bridge claims, funding of an incurred but not yet reported reserve, and plan expenses. The funds of the SEIU-West DIP Plan are currently invested in four investment classes, equities, fixed income, real estate and recently added infrastructure...

The Employee Benefits Committee will continue to watch the contribution rates closely in 2021 and beyond to ensure that the SEIU-West disability income plan continues to be financially sound. The Employee Benefits Committee is limited in the actions it can take regarding contribution rates and surplus monies, as the terms of the disability income plan



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are quite scripted as to appropriate actions in overfunded situations. DIP premiums are cost shared on a 50/50 basis between employee and Employer contributions.

One of the recurring concerns heard from members regarding the plan is that DIP claims are being unjustly denied. The Employee Benefits Committee monitors this situation closely. While there are always instances where claims should not have been denied, SEIU-West can confirm that the number of denied claims was down in 2018 and, that paid claims increased by 1.3% for bridge benefits and 6.2% for LTD claims.

Claims are denied for a variety of reasons, however the most common is that the medical information provided to DIP benefits adjudicators does not support a claim of total disability from the Employee's own occupation. Or else, after two years one hundred nineteen days, when Long Term Disability commences, the medical information does not support a claim of total disability from any occupation that would be reasonably suitable for the Employee.

Looking at 2020, the combined bridge and LTD amount paid by the SEIU-West disability fund was up a staggering 16.3% with 15.5 % attributed to bridge claims alone. The monthly average number of new claims was up roughly 8% from 132 claims to 143 claims. The average number of claims paid per month was 14.8% from 443 to 508 in 2020. While the reasons for this increase are unclear, one wonders if the systemic understaffing and ever increasing workloads in healthcare play a part.

SEIU-West provides assistance in the DIP Final Adjudication process as set out in Appendix VII of the SEIU-West/SAHO collective agreement. Benefits Officers Marilyn Irwin and Rhonda Stewart assist members in filing their appeals and help to ensure that the information submitted is relevant and sufficient for the purpose. This quality assurance work has led to an approximately 40% success rate in final adjudication appeals.

A factor that may influence the final adjudication appeals files in the future could be that the DIP has now contracted the services of Dr. Casiana, who is a registered Psychiatrist. As many of the appeals have a mental health component, the addition of a psychiatrist to the team of doctors available to review appeal files is certainly welcome. The addition of Dr. Casiana was however offset by the retirement of Dr. Baldwin who has been a long time appeals file adjudicator. The External Appeals Committee commenced work to replace Dr. Baldwin.

Extended Health and Enhanced Dental Benefits Plan (EHB)

The EHB was introduced in the 1998-2001 collective bargaining agreement. Initially, contributions were set at 2.1% of payroll, fully funded by the Employers. The initial contribution rate was insufficient to fully sustain the EHB and by 2003/2004 the plan was running significant deficits. As a consequence of the strategies to return the plan to fiscal

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sustainability, some Unions filed court actions against SAHO alleging their Employer contributions were being used to support other Unions in the plan.

In the 2005-2008 collective agreements for the provider Unions (SEIU-West, CUPE, SGEU), the funding ratio was changed to 3.1% of payroll and the funds immediately saw improvements in their financial stability and started generating surpluses. The provider Unions wanted to make improvements to the plan benefits as was their negotiated right set out in the collective agreements. SAHO, as administrator of the plan, refused to recommend any plan improvements as there was still the issue of the outstanding court actions. SAHO maintained the position that plan improvements were not possible until the lawsuit was settled.

In 2014, the lawsuit was settled finally and the Employee Benefits Committee (EBC) started work on making improvements to the EHB plan, commencing January 2015. The vision maximum was increased from \$200-\$300 and the formula that determines other-than-full-time employment status coverage for the provider Unions was increased to match the SUN and HSAS rates, giving every employee exactly the same EHB plan. Later that year, hearing aid coverage was increased from \$500 to \$1,500, child orthodontics was increased from \$1,500 to \$2,500 and adult orthodontics was introduced at \$1,500 lifetime. In 2016, additional enhancements were made such as removing the requirement for a doctor's referral for massage therapy, including acupuncture as a paramedical treatment, increasing smoking cessation products reimbursement from \$100 to \$300, and increasing therapeutic supplies from 50% and a maximum of \$1,000, to 100% up to a maximum of \$2,000. Diabetic supplies went from \$2000 to unlimited coverage, private duty nursing increased from \$7,500 to \$10,000, and plan terms and conditions were adjusted to include laser eye surgery and prescription sunglasses in addition to, or in lieu of, regular eyeglass coverage. Although these improvements were costed at approximately 1.25 million dollars annually for SEIU-West members, the cost did not significantly reduce the existing surplus dollars.

In 2018 the Employee Benefits Committee has continued to recommend benefit improvements including an increase to \$1,000 for Psychologist and Social Worker visits, an increase for massage therapy from \$400 to \$500, and the inclusion of Continuous glucose monitors and routine vaccines. While the assets in the SEIU-West fund grew in 2018, the actual funds considered true surplus declined due to the introduction of a Rate Stabilization Fund (RSF) into the plan accounting. The RSF was implemented to address situations where any Union may start running deficits between collective bargaining rounds. RSF monies could cover situations where support for a Union's benefit plan is needed until collective bargaining can address the issue. The plan actuary predicts that the SEIU-West plan may have reached a plateau and that in the near future the SEIU-West plan may start to draw down surplus money due to rising costs that have not been adequately addressed through the payroll funding formula.



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Due to some concerns regarding COVID-19 and rising costs within the extended Health and Benefits plan the Employee Benefits Working group lately has taken a relatively conservative approach in regards to plan enhancements. It has been the view of SEIU-West representatives that any enhancements to the benefit plans need to be financially sustainable in the long term. As some significant improvements had been made in previous years the committee had been closely monitoring costs and waiting for those costs to stabilize before entertaining any substantive changes. Those costs seem to be under control currently as SEIU-West was able to add approximately \$1.3 million to our EHB account during 2020. Currently the SEIU-West EHB account at the end of December 2020 held a balance of \$31,055,658, leaving Net assets available for benefits of \$17,314,548 after deducting the Rate stabilization fund of \$13,741,110.

Group Life, Core Dental, Retired Member Health Plan

In addition to the DIP and Extended Health Care and Enhanced Dental Benefits (EHB), which seem to garner the most attention, the Employee Benefits Committee works with 3sHealth to manage three other benefit plans, Group Life, Core Dental and Retired Member Health plans.

The Core Dental plan provides the basic dental coverage that the EHB enhances. The Core Dental plan is 100% Employer funded. Employers had previously taken a contribution holiday from the Core Dental plan to reduce its surplus, however they have now recommenced contributing monies for premiums back into that plan.

Employer contributions to the core dental plan exceeded claims in 2020 by approximately \$8.8 million. Over the 2020 calendar year claims against core dental decreased 18.7% largely driven by a 56% decrease in claims during the second quarter of 2020. This decrease in claims is largely contributed to the restriction in dentist visits due to COVID-19 and public health orders. The second half of 2020 has seen claims return to a more normal level continuing into early 2021.

The Group Life Insurance plan has the majority of premiums paid by employees. The main advantage provided by the group life plan is reduced premiums negotiated due to the size of the plan. Group life offers both mandatory and voluntary levels of coverage. Members may be eligible to receive a paid up \$1,500 insurance policy upon retirement, providing they had at least 10 years of service.

The Group Life Insurance plan recently negotiated an improvement in that dependent life coverage is now provided under the basic life plan terms effective September 1, 2018. This enhancement comes at no additional cost and mean a savings of approximately \$41.76 each year for plan members who have life insurance coverage for their dependents. Dependent life insurance provides plan members with coverage in the event of the death of a spouse and/or eligible dependent children (\$10,000 for spouse and \$5,000 for each eligible

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dependent child). The dependent child coverage also includes pre-natal coverage for stillbirths following 20 weeks gestation.

The Retired Members' Health plan is strictly voluntary with members paying 100% of the premium. The advantage to this plan is again the competitive premium rate through group buying and members do not need to go through a medical examination to qualify if the member enrolls within a certain time period upon retirement.

Employee and Family Assistance Program (EFAP)

Health care employees in Saskatchewan continue to have an Employee and Family Assistance Program (EFAP) service provided by Morneau Shepell (MS). MS has a proven track record supporting health care organizations, as they have more than 600 national health care clients and large employee groups as clients.

Face-to-face counselling services are offered by MS. As well, MS provides alternative access options that include access to video conferencing, online instant chat in addition to in person and telephone counselling services. In addition, MS has a free 'My EAP' app, which is available to both Apple and android users. This on-the-go support allows you to book services, access counselling, and discover helpful articles, videos, and assessment tools.

Morneau Shepell offers Family Support Services, which will connect staff members with a Family Support Specialist for personalized assistance with family planning, parenting, childcare, eldercare, homecare support and more. As well, MS offers Legal Support Services that can provide consultation with professional lawyers to answer legal questions surrounding divorce, custody, adoption, real estate, debt, bankruptcy, landlord/tenant issues, and more.

Matters related to the administration of EFAP are the responsibility of the provincial EFAP Committee. The Provincial EFAP Committee meets biannually to review the operations of the EFAP program and to address concerns as they arise. The Provincial EFAP is an advisory committee and makes recommendations back to 3sHealth.

The contract with Morneau Shepell was due to expire at the end of 2021. Normally, the EFAP contract would go out to market through a tendering process at the end of 2021. The Provincial EFAP committee along with 3sHealth subsequently decided that Morneau Shepell would be offered a contract extension without tender. This decision was informed by the advice that due to the current COVID-19 pandemic, it would not be a good time to entertain changing service providers. 3sHealth was able to negotiate the contract extension at the current cost with no changes to the plan. The EFAP will revisit the prospect of going to market for a EFAP provider in 2022 Additional information on EFAP services is available through your Employer, the 3sHealth web page, the Morneau Shepell Call Centre toll free at



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1-844-336-3136, or by calling the MRC.

One noteworthy development at the 3sHealth benefits committee is that the board of trustees through recommendations from the employee benefits committee terminated long standing relationships with Mercer and AON. Mercer previously provided benefit consulting services for the EHB plan and AON primarily provided Actuarial services. A Sub Group of the employee benefits committee tendered both of those contracts to market and after receiving presentations from a number of service providers, the committee felt that George and Bell Consulting was the best fit for our needs. George and Bell already had the contract for handling the investments portion so this decision brings the entire benefits operation under one roof. Both Mercer and AON had provided excellent service in the past and this decision was not based on a reflection of the work they previously performed for us.

In conclusion, all 3shealth administered benefit programs continue to be fully funded, stable and well positioned to provide benefits to the SEIU-West members well into the future.

Joint Job Evaluation

What is Joint Job Evaluation?

Joint Job Evaluation (JJE) is a province-wide, health care sector initiative that involves a joint effort between health-sector Unions and the Employers represented by the Saskatchewan Association of Health Organizations (SAHO). CUPE, SEIU-West, SGEU and SAHO have undertaken to develop and implement a Provider Union Joint Job Evaluation Plan using the principles of Equal Pay for Work of Equal Value and Pay Equity. It is not wage parity and it does not compare jobs with professions outside health care or with jobs outside the province.

Job evaluation is not a performance appraisal of any individual and does not address the issue of workload. Job Evaluation is an orderly process used to determine fairly the relative value of jobs within an organization based on a systematic review and analysis of job activities, relationships and requirements. Certain identifiable elements or factors are present in all jobs but to varying degrees.

The Job Evaluation procedure recognizes four primary elements of job value – Skill, Responsibility, Effort and Working Conditions. Within these four primary elements are ten sub factors that can be assessed or measured:

Skill

- Decision Making
- Education

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- Experience
- Independent Judgement

Responsibility

- Working Relationships
- Impact of Action
- Leadership/Supervision

Effort

- Physical Demands
- Sensory Demands

Working Conditions

- Environment

Each sub factor is described in the Joint Job Evaluation Manual and includes the main definition for the factor, notes to raters to support the application of the factor, degree levels, and guidelines and explanations for each degree level.

The Joint Job Evaluation Maintenance Committee (JJEMC) is responsible for administering the Joint Job Evaluation Maintenance Plan. The JJEMC Committee meets monthly and deals with many aspects of the Plan including providing reclassification decisions for maintenance requests that were not agreed to at the Three Party level (Employer, Union and JJEMC Assistant), and endeavouring to review 20% to 25% of all of the jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.

The JJEMC membership is comprised of one representative from CUPE, one from SEIU-West, one from SGEU and three Employer representatives. The JJEMC operates by group consensus. Disagreements are forwarded to a Dispute Resolution Process in those instances where JJEMC consensus is not achieved. Janice Platzke is our member representative who sits on the JJEMC Committee on behalf of SEIU-West and Donna Gallant is our alternate member.

Tracy Goodheart is the SEIU-West Union Representative assigned to the Joint Job Evaluation Plan process and Maintenance Committee. Tracy is responsible to provide advice to members regarding their JJE job requests, as well as supporting the three party initial JJE review and acting as a resource person when required at JJE maintenance committee meetings. Detailed information and further links regarding JJE can be found at www.seiuwest.ca.

A Memorandum of Settlement (MOA) between the Three Provider Unions and SAHO has clarified some aspects where disputes between the Parties have occurred. The MOA provides time lines for determinations that need to be made upon the JJEMC Assistant receiving a maintenance request or commencing JJEMC Provincial Reviews. It also included



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an agreed upon time line for a Dispute Resolution Process where the JJEMC does not reach consensus on a review of a position or a review of a classification. It was agreed between the Parties that this Settlement should work in concert with the provisions of the respective Collective Agreements and where this Settlement is silent, the Collective Agreements will govern.

Joint Job Evaluation Plan Review

The three Provider Unions and Saskatchewan Association of Health Organizations (SAHO) met at the conclusion of the October 30/November 3, 2017 bargaining session to discuss the joint job evaluation plan, the recent decisions of the maintenance committee with respect to education class time changes made by educational institutions and the effect on remuneration for certain occupations.

The provider Unions noted to SAHO and the Employers that the reason for the change in pay bands is not the “deskilling” of the affected occupations, but as a consequence of the diminishing budget allocations to educational institutions such as Sask Polytechnique, formerly SIAST. Due to the funding shortfall, educational institutions have decreased the number of classroom hours for the courses they provide, although the course content remains the same, and students of the institutions are expected to know and are tested on the same amount of material. The JJE plan evaluates education based on the number of course classroom hours, not an evaluation of knowledge, abilities and specialized skills. So while the expectations regarding the quality of, and application of, institutional education have not changed, the decreased classroom hours has meant a change in the operation of the JJE plan factor analysis with respect to education and an unfair “devaluing” of certain occupations.

The Unions maintained this was a huge confounding factor that would inhibit collective bargaining in that it appeared that the government was looking at achieving rollbacks, cuts and concessions in a different manner. All the parties understood that we needed to devise an agreed to resolve with respect to the issue of maintenance committee decisions regarding lesser pay bands being assigned to occupations that had their education factor re-analyzed resulting in a lower pay band. The parties also agreed that we needed to negotiate a process to review the JJE plan factor issue to identify and resolve the inadequacies of the plan to properly rate that factor. At the conclusion of this bargaining session, the Unions provided SAHO and the Employers with a proposal with respect to a resolution to the JJE education factor issue. A Letter of Understanding (LOU) was agreed to between the parties, based on the Unions’ proposal, to set out a process to address the Joint Job Evaluation (JJE) Plan pay band level concerns that resulted in the decrease in pay for certain occupations.

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Memorandum of Agreement

RE: Joint Job Evaluation Maintenance Plan – Education Factor

From the LOU and the resultant ongoing discussions between the parties regarding the review of the education factor within the Provider Group Joint Job Evaluation Plan (JJE), A Memorandum of Agreement was agreed to and signed off. The Memorandum was intended to address issues created by educational institutions that decreased the hours of certain programs to the point where the education rating for some JJE job classifications (or entire job family(s)) had changed when provincial reviews were held.

The three Provider Unions and the Saskatchewan Association of Health Organizations (SAHO) first met on May 17, 2018 to discuss the JJE Plan as it related to the ten job factors and their interpretation and application, with a principle of the review being as least disruptive to the existing hierarchy of classifications while addressing the concerns of the parties where no expectations had changed other than the amount of course hours.

The process for determining the results of an education factor review would take place when the JJE Maintenance Committee (JJEMC) Assistant became aware of a pending change to the educational factor (including licensing, certification(s) and credentials for an existing JJE job classification/Job Family), or a pending change is determined prior to or during the provincial review process. Review processes for the affected job classification/job family would be suspended until conditions outlined in the Memorandum are completed.

The JJEMC Assistant will verify the course hours and will calculate if the change may impact the education rating for the job classification/job family(s) affected (positively or negatively) and the potential effect on the pay band in which those job classifications are currently in. The JJEMC Assistant will advise the Committee of the Parties (COPs) of the potential impacts and will provide the complete education package to COPs for their review. COPs will review the information provided and will determine if a provincial review is warranted. If not, COPs will advise the JJEMC Assistant that the Education Factor will not change. If a review is warranted, COPs will advise the JJEMC Assistant of the Education Factor determination and to advise the maintenance committee to schedule a provincial review of the remaining nine factors for each provincial job classification affected. To define sufficient change of the job classification, the impact of the change in education hours would need to impact one or more of the other nine factors of The Plan.

If COPs is unable to agree on whether or not a sufficient change has occurred (to skills and qualifications), the file would be sent to a third party in accordance with the COPs dispute resolution process. The third party would be asked to review the information provided and determine if the change in education would sufficiently affect the key work activities, duties, responsibilities and/or qualifications and to provide a written decision.



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For provincial jobs that are currently in the Provincial Review queue, COPs will review these classifications in accordance with the terms outlined in the Memorandum.

Maintenance Files

The Coronavirus (COVID-19) outbreak created a public health crisis that has had direct and indirect impacts on SEIU-West members, leaders and staff, many of whom work each day at the front lines of this outbreak. The JJEMC normally scheduled monthly face-to-face meetings, however, with the sudden and evolving public health challenges related to COVID-19 changing the way that we were able to live and work with the introduction of new restrictions and the inability to socially distance, the JJEMC was no longer able to hold in-person meetings.

The great optimism that the past normal would return began to subside as the pandemic continued to surge and the JJEMC had to find a new way to hold meetings. After reviewing recommendations from the Province of Saskatchewan Public Health, it was determined that the JJEMC would now meet via WebEx video conference and all files and information that used to be printed would now be provided electronically.

From February 1, 2019 to March 31, 2021, the total number of maintenance files submitted for all three Provider Unions (CUPE, SEIU-West and SGEU) was 44, with the following breakdown of files:

- CUPE – 25 files (4 new job, 20 reclassification, 1 withdrawn)
- SEIU-West – 17 files (2 new job, 14 reclassification, 1 withdrawn)
- SGEU – 2 files (2 reclassification)

A breakdown on the status of the 18 maintenance files were as follows:

- 6 files in the Three Party Review Queue (4 reclassification requests and 2 new)
- 2 files were withdrawn
- 2 files in the Dispute Resolution Queue
- 26 files (reclassification requests) were agreed to at the Three Party level and were sent to the JJEMC for their information and files
- 5 files (reclassification requests) were not agreed to at the Three Party level and were sent to the JJEMC to review and provide a decision – the JJEMC agreed on the 5 files
- 1 file sent to Dispute Resolution from JJEMC
- 2 open files in the Dispute Resolution Queue

Provincial Reviews

From February 1, 2019 to March 31, 2021, there were 73 Provincial Job classifications reviewed through the JJE Provincial Review process.

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The outcome of these reviews are as follows:

- 69 classifications with no change to the pay band
- 2 classifications where the pay band has gone down but on hold due to change to the education factor

The Saskatchewan Association of Health Organizations Inc. (SAHO), is responsible for providing administration support to the provincial Joint Job Evaluation and Classification Programs, which are a province-wide initiatives to objectively and fairly determine the relative value of jobs within the health care sector for both in-scope and out-of-scope classifications. With the retirement of former Director of Classifications and Compensation, Francis E. Schmeichel, Marianne Didowycz was appointed to Director of Classifications and Job Evaluation. Laurie Kisilowski was appointed to Associate, Classification and Job Evaluation, which includes the role of the Joint Job Evaluation Maintenance Committee Assistance. Both appointments were effective March 29, 2021.

Accessing DIP, Return to Work/Duty to Accommodate/Attendance Management Programs

The SEIU-West Benefits Officer role is to provide resources, assistance and advice to the SEIU-West membership, elected Union representatives and Union staff. This work includes issues such as Disability Income Plan applications and denial of disability benefits, attendance management plans and return to work/duty to accommodate (RTW/DTA).

The Benefits Officer is a committee member on the RTW/DTA/Committees of the four former regional health authorities. The implications of the move to one health region and what that looks like for these committees continues to be a work in progress. Until that picture is developed, meetings are held with the former health regions as per the terms of the SEIU-West/SAHO collective agreement. The committee's main job is to deal with complex or complicated RTW/DTA situations, or to provide recommendations to the Employer where an appropriate accommodation is not obvious.

Since May 2019, SEIU-West has assisted 104 members with disability appeals. Specifically, 18 files were approved, 8 were denied, 3 were resolved, 2 were withdrawn and 61 were closed. 12 files are currently being appealed.

The majority of appeals are due to claim denials because of insufficient medical information provided by the employee's health care provider. Our Benefits Officers have worked very hard to develop a process that helps support members to obtain the objective medical evidence required. By not only providing advice, but also the documents that members can take to their health care provider(s) to obtain the proper advice, members can access the medical information needed for a successful outcome. As part of that process, we also are coaching members to be their own advocate with their health care



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team.

The Union continues to assist members who, for one reason or another, have failed to file an application or information with the Disability Income Plan (DIP) administrators within that plan's time limits. Even if a member is not going to access DIP benefits, a claim should be filed because it is the accepted claim that allows members to get a waiver or premiums for things such as pension, life insurance and DIP itself when they are off work due to illness or accident. Please contact the MRC or our Benefits Officer for more information for you or your co-workers.

SEIU-West had a significant success with respect to applications for DIP benefits in order to get a waiver of premiums. The disability income plan provides for an independent adjudication by an agreed to third party as a last avenue of appeal for members who have been denied DIP benefits. In the past, when members have failed to apply for DIP within the prescribed time limits, even though the application was not to qualify for DIP payments but to obtain the other benefits premium waiver, 3sHealth, as the administrator of the disability income plan, had refused to allow claimants to access the independent adjudication process as part of their appeal.

After negotiations with SEIU-West, 3sHealth has reconsidered and agreed that the plan should allow for an independent adjudicator to hear and make a decision on the additional medical evidence that was provided. If the adjudicator decides that there is sufficient medical evidence to demonstrate the employee either could not or did not appreciate that she/he needed to file a disability income plan application, the plan would then have to determine whether or not the late application would succeed on its merits, and not be denied on the basis of an administrative timeline.

The Employer persists in efforts to implement Attendance Management plans. These plans can have different names (Disability Management, Attendance Support) and mission statements, but the basic premise is always the same. The plan is to motivate employees to attend work on a regular basis and to minimize employee time away from work for any reason. Some Employers have thought to increase their efforts to reduce the amount of innocent absenteeism (absenteeism for a legitimate reason) from work regarding members who have accessed paid and/or unpaid sick/medical leave.

When a member is not attending work due to an illness/injury that is beyond the member's control and is temporary in nature, the Employer may still progress through the various attendance management meeting steps with members, up to and including termination of employment. The Employer position is that the employee's absence frustrates the terms of employment and the Employer is entitled to end that employment relationship.

The Union's position is that the Employer's position is ridiculous. Before any non-disciplinary termination for illness or injury can be considered, any identified disability

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that causes absence(s) from work needs to be investigated and an accommodation of the employee, to the point of undue hardship, has to be fully explored. When employees have limitations, they have the right to be accommodated in the workplace and the Union has a legal duty to ensure its members are accommodated to the fullest extent. The Union relies on the numerous arbitration awards that identify the Employer's obligations to identify members are working with limitations and to accommodate them in the workplace.

SEIU-West is leading initiatives on Domestic Violence issues. These initiatives help our members who are impacted by domestic violence. We are ensuring these individuals are provided with accommodation while paying attention to workplace safety. Stewards and Staff Reps are seeing these issues unfold before them, usually at attendance support meetings or investigation meetings. We have provided training to our Stewards and Staff Reps so they are better equipped to manage domestic violence issues when they are disclosed. We are gratified to see the Government has added provisions in the *Saskatchewan Employment Act* for ten days of leave (five paid days) in order to support employees who need to address situations of interpersonal or sexual violence. SEIU-West has negotiated language in our new healthcare CBA creating an Interpersonal Violence Leave for members. This issue remains at the forefront of public and government scrutiny, as we deal with this issue.

In January 2019, 3S Health Disability department held a program visioning day in Regina. We attended this event with Employers, insuring agents and other Unions across the province. Discussions were focused around identifying barriers that members experience while navigating through the Disability Claim process, and how we can make that experience more facilitative to the member needs as well as showing support for the member. There was a lot of emphasis on how the impersonal nature of the system and the system processes affect the person who filed the claim and her or his family. We discussed how to eliminate or minimize the frustrations that are felt by the member at a most vulnerable point in their lives. The DIP administration acknowledged the importance of the adjudication process recognizing the central importance of the client (member) and being supportive of the member.

Since that meeting, 3sHealth has made improvements in the service provided to members who want to initiate a DIP claim. We are encouraged by the focus of 3sHealth, as administrator of the plan, to understand the plan member need to be located in the center of the services provided, rather than being seen as an external supplicant, in order to support members as they navigate the sometimes murky and bewildering processes of DIP.

CB&E Training Initiative

2019 – 2020 saw the addition of a third CB&E-driven technical course for shop stewards - "Investigations and Formal Documentation", in addition to the existing Tech 1 course,



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“Investigations and Progressive Discipline”, and the Tech 2 course, “Investigations and Grievance Process”. The purpose of the courses is to build on each previous course to provide participants with real life cases and scenarios to develop their skills and abilities in member representation and upholding the terms of our CBAs.

Please remember, CB&E provides ongoing short curriculums such as “Know your Collective Agreement”, “MRC Quick Tip”, and Lunch & Learn style education modules for members throughout the province. If you are interested in having CB&E provide short curriculum education to your site, please call the MRC to discuss.

UnionWare and the SEIU-West Member Resource Centre

UnionWare is the provincial SEIU-West member information database and is integral to the functioning of the SEIU-West Member Resource Centre (MRC). 2021 marks our tenth anniversary in operation.

On April 8, 2011 the SEIU-West Member Resource Centre went live with the launch of UnionWare throughout the province. The MRC carries the responsibility of being a single point of entry while at the same time being tasked with ensuring the information provided to members is up-to-date and accurate.

At the beginning, the MRC was staffed by one, and soon two, full-time Member Resource officers, Don Logan and Angela Hosni. Over the next ten years, a number of very capable individuals have been assigned to the MRC in relief, temp, or permanent roles, including Rhonda Stewart, Elizabeth Tawpisin, Katelyn Almen, Kim Deitner, Dannel Pickering, and Jason Monteith. Currently, there are three Member Resource officers permanently assigned to the day-to-day operations of the Centre, Don Logan, Rhonda Stewart, and Kim Deitner.

As of April 8, 2021, a total of 116,451 member-related calls have been logged into UnionWare. Member Resource officers performed 69,810 or 60% of the calls. Of the calls logged by MRC officers, 89% were resolved within the MRC. The other 11% were forwarded to Staff Reps and others for their follow up in the field. Prior to the launch of the MRC, all calls went directly to the Staff Rep desks. As such, in implementing the MRC and the UnionWare software system, we have been able to create significant efficiencies in response times and solid consistencies in response content.

Regarding grievances (what UnionWare refers to as cases), the Union has gained some very significant advantages by utilizing this software. All grievances must be entered into UnionWare and assigned a grievance number before they are considered filed, thus ensuring all relevant and required information is submitted with the grievance, and for ease of ongoing case tracking. Most grievances are entered into UnionWare by Union Representatives or MRC Officers. This standard operating procedure ensures that when members call for updates and information about their grievances, any MRC Officer, or

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Union Representative if required, is able to retrieve the information and provide it to the member in real time. However, as you all know, when in doubt the common practise is to “CALL THE MRC”.

Regarding grievance statistics, as of April 8 2021, there have been 5000 grievances filed in UnionWare since 2011. This is a required protocol for the processing of any grievance not resolved at the pre-grievance (discussion) stage. It allows for the documentation of necessary information for processing the matter on behalf of the member(s), and ensures that all such information is held permanently as the file works its way through the grievance process.

Practically speaking, the MRC tools and processes are relatively simple and user-friendly for ongoing communications tracking. The system provides a listing and history of calls to each member, along with the details of the calls, for the MRC staff. Having that information of the history of calls from members as well as the responses, even when multiple staff are dealing with the same member, being readily accessible right at the time a member is calling is extremely helpful.

We continue to see excellent uptake of this service by current members, retirees, stewards, employers, government representatives, and others. This certainly speaks to the credibility of the service and its officers. We provide information and support regarding contract interpretation and workplace needs to serve members and others in all sectors, including health care and allied, education, community-based organizations, and municipal, represented by SEIU-West in Saskatchewan. While we are pleased with the intake numbers we are seeing, we continue to prioritize the provision of MRC contact information out to the unit level.

On this occasion of the tenth anniversary of the operation of the Member Resource Centre, we would like to thank everyone who has had a hand in shaping the success of this service, including members, stewards, executive board, staff, and directors. We appreciate your confidence and will strive to maintain and enhance our past and current successes going forward.

If you know of members in a facility or service that would like more information on the services the MRC can provide and/or how to access the MRC, please provide them with our toll free number 1-888-999-SEIU and our website access of Contact Us on www.seiuwest.ca. Or, ask them to look in the inside cover of their CBA, as the contact information should be printed there.

SEIU-West has added a document management system, called Document Locator that will allow for all documents and correspondence regarding a member to be electronically appended to the member’s file. This system continues to be a work in progress.



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The implementation of the province-wide telephone system for SEIU-West has allowed for demonstrable process improvements. The establishment of a central MRC extension, the tethering of multiple extensions and cell phones for Union Representatives and top officers, the ability to quickly and efficiently share calls and voicemails amongst the three SEIU-West offices and increased conference calling capacity have been positive additions to the many methods and processes SEIU-West utilizes to best serve our members.