NEWS BULLETIN

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WHEN IS THE VOTE?

Margaret Ethier's Address at the 1987 Annual Meeting.

"Who do they think they are?" And, "When is the vote? I don't know about you, but that's all I have been hearing out there since we started negotiations for hospital nurses. Oh, there have been other things said but they basically come down to the same thing. Why talk? When do we walk?

Calgary Press have been calling me lately about rumours they've heard of the nurses going on strike during the Olympics. I guess we could have a little fun with that. While Calgary is having the Winter Olympics, all over Alberta we can have the Nurses' Olympics. We could have gold, silver and bronze medals. For the longest picket lines. The fewest scabs. The most original picket sign. Or, who can run the fastest—the cops or nurses? Things like that.

Now what's interesting about all of these comments, is that we usually hear them in December, if bargaining has broken off and we're getting ready for a strike vote. Not in October, when we have just started negotiations. If we'd called a strike the day after we exchanged proposals with Hospital Employers, I don't think there would be one nurse working in one hospital in this province. Because our members were completely insulted by the employer's rollback proposals, and its not hard to figure out why.

We've had little or no increases in any monetary provisions in our contract since 1983. There's a shortage of nurses—right across Alberta. The Government is planning on opening more hospitals which will make the shortage of nurses even more severe. Everyone knows it is a sellers' market for nurses. We could have come to this round of bargaining asking for the moon. And we would have been justified, given the supply and demand situation for nurses in this province.

But we didn't. Our proposals are more than reasonable. We saw this round of bargaining, as not only an opportunity for nurses to make justifiable gains in working conditions and wages; but also an opportunity for the employers to provide benefits in order to attract and keep nurses working in the hospitals. But the employers attitude seems to be—who cares?

We do. That's why we formed this Union in the first place ten years ago. Ten years ago we decided we were fed up with subsidizing the health care services for the Government of Alberta. Subsidizing those services by accepting low wages and poor working conditions. Fed up enough to organize into a trade union called the United Nurses of Alberta.

In the winter of 1977, we started organizing into Locals. In the summer of 1977 we went on strike. We had our first Annual Meeting in the Spring of 1978. Our nurses formed this Union, and our members pay dues to this union for one reason. Improved working conditions and wages. This is our 10th Annual Meeting. Our 10th Anniversary, and we intend to celebrate. By moving ahead. Not back. Or standing still. And any Anniversary presents that they try to give us at the bargaining table that we don't like, I think we should just send them back.

We started off in 1977, with a strike. It kind of set the tone for our first annual meeting in 1978. Making it clear what the real purpose of our union would be—and what would be necessary to achieve our goals. Because we knew by then that the employers and government were not going to give us improved working conditions and wages simply because we wanted them. Deserved them. Or because there was a shortage of nurses.

Maybe we should have called a strike in October—just to set the tone for negotiations. Like those mafia gangster movies. Where they slap the poor guy's face a couple of times, before inviting him to sit down, have a drink, and discuss business. Just to set the tone. And indicate the parameters for the discussion that is going to take place.

But in United Nurses of Alberta, we have always a approached negotiations positively. Regardless of the many tricks, and the few treats, that the employers and government have presented us with over the years. Including, but not limited to, various laws cooked up by the government to intimidate us and make us back off or back down from our rights to negotiate a contract.

So, all of us have been trying to figure out what the employers and government are trying to pull this time with these massive rollback proposals. Is it simply a time-worn and tested strategy, used by employers, to get employees to agree to the current contract? Or is it to test our arbitration policy? Force us out on strike and break this Union?

Well, our arbitration policy has already been tested in the last round of bargaining. And our members reaffirmed that policy at the last Annual Meeting and with a ballot vote at every Local last spring. Oh, there may be a few Nervous Nellies and Chicken Littles left out there who think that arbitration would be the best thing since sliced bread. But fortunately they are not the majority.

We're always going to have some Chicken Littles out there trying to duck the issues. Running around telling us: the sky is falling, the sky is falling. So afraid of making a wrong decision, they can't make any decision at all. Becoming so mesmerized by the blackness of it all, they fail to see the beckoning of the diamond.

Of course, the Nervous Nellies out there had a right to be nervous. Particularly if they were elected representatives. Because you know, and I know, that's where the heat is going to come down. And naturally, not everyone is prepared to take the personal risk. To themselves, or to their families. And that is nothing to be ashamed of. But I say to you—if that is the case, this year, for any elected representative, for the membership's sake—back off. And let somebody else take your place. Someone who is willing to run with the risk. Because that's what our policy on non-participation in arbitration means.

But it also means that we believe in ourselves and our ability to make our own decisions about what is best for us. We don't need any high-priced arbitrator telling us what we will or won't do. What we can or can't have.

Considering some of the grievance/arbitration awards we have had lately, I think we should have the same policy applying to grievance/arbitration. Because the same principles apply.

In collective bargaining, the nurses' part of the bargain is that we will agree to do the work. The employers' part of the bargain is they will agree to give us fair wages, proper working conditions and treat us with respect. If the employers are not prepared to meet their part of the bargain, then we say it doesn't make sense for us to continue to work. Meeting our part of the bargain. Because there's no pressure on the employer to agree as long as we're still doing the work.

But after we've signed the contract the same thing is happening. The employers are continually violating provisions of the contract they have agreed to, but we keep on working. Filing grievances and going to arbitration. A process that involves a lot of paper work, staff, lawyers. But very little participation by the membership. And very little pressure on the employer to agree to abide by the contract.

We have a contract article that says no employee shall be assigned to work alone on a ward or unit. The employers agree to that every year. But they don't do what they are supposed to do. Make sure that there are two people on that ward or unit at all time. Because they say it is not a ward or unit. Both sides go to arbitration and argue before some arbitrator who doesn't know what we are talking about. But all hospital employers and all nurses know what a ward or unit is. Now they have us arguing about which arbitrator's definition of a ward or unit is correct. The arbitrator in the St. Paul's case, Grande Prairie case, Didsbury case—whatever.

In the meantime our nurses are still working. Including working in unsafe situations. Even after one of our nurses was attacked on a Sunday night, while working alone in the Emergency Department, the employer on Wednesday was still telling the Local that the Emergency Unit was not really a unit it was just an area. But this time we said: "Enough is Enough. This time grievance arbitration isn't good enough." On that same Wednesday we sent out a phone fanout to all of our members advising them to refuse to work alone on a ward or unit, and we had a press conference. On Friday, the employer agreed to hire an additional person to work in the Emergency Unit. Instant arbitration.

One of our nurses was suspended for three days for refusing to obey the employer's order to work alone on a ward. Think of the difference it would have made if every nurse in that hospital would have said "I too refuse to work alone". Think of the difference it could have made if every nurse in this province said "We will refuse to work as long as there is any situation, in any hospital, where there are not two employees on the unit at all times." Paper action? Or people action?

What do you think works best? Maybe we should remember our principle that anything we do in this Union, is based on assessing the time and money expended and the projected result. I'm not just talking about hospitals. But the rest of our contracts for health unit nurses,

Continued on page 2

WHEN IS THE VOTE?

Continued from page 1

nursing homes, Red Cross. We seem to be spending half our time, in bargaining, at the Labour Relations Board with some form of unfair labour practice against those employers.

We still haven't got a first contract for the Jubilee Nursing Home in Edmonton. We organized those members in September, 1986. The employer has already fired three of our nurses so far and there are only seven members in the bargaining unit in the first place. We've already filed two unfair labour practices against this employer.—and we still don't have a contract. And we still don't have those nurses hired back. It took us a year to finally get a contract for our Red Cross nurses.

When do we say enough is enough? Stop the paper participation. Start the people participation. How long do you think it would have taken to get a first contract at Jubilee or Red Cross—or a decent contract for our Health Unit nurses and our nurses at private nursing homes—if we had said "Every nurse in this province is going to refuse to work until we do get those contracts"?

It doesn't really matter if we are bargaining for a new contract or trying to enforce the provisions of our current contract. The principles remain the same. The employers will not agree to anything that is going to cost them any money. Unless the nurses make it very clear to the employers that they are not going to do the work unless the employer agrees. Everything in the contract costs money. That's what all those grievances, unfair labour practices and all those rollbacks are all about. The employers and government have the money. It's where they choose to spend it. Who is going to pay for health care services? Does the money come from the Government's pockets or the nurses' pockets?

Do they think we formed this Union ten years ago just to become some sort of organized relief fund for the Government? Everytime they get short of money because they've blown the taxpayers' money on something foolish. Like fancy new hospitals sprouting up all over this province with no nurses to staff them. Taking the money they should have used to pay us proper wages and give us proper working conditions; instead of using it to spend on some foolish scheme of the hospitals—that has nothing to do with patient care. Like the Hospitals' latest gimmick of "Guest Relations Committees". Which at best is some sort of Public Relations program, and at worst a Union-Busting tactic. The government seems to have enough money to waste on that. To the tune of $100,000.00 in large city hospitals. That's our money they are using. The money we've already paid as taxpayers. And the money they should have given us as nurses.

If the rollbacks are just a strategy to get us to accept current, you can understand why. The employers' proposals to roll back scheduling provisions in the last round of bargaining certainly got our members' minds off why we needed substantive increases in our salaries, premiums, health care benefits. Maybe if they put massive rollbacks throughout the contract this year in bargaining, it may get our members' minds off why we need any improvements in any area of the contract. Maybe we would be so happy, not to have any rollbacks, that we would accept the current.

Well, I find that even more insulting that the employers would think that nurses would fall for this trick again. And that nurses can't figure out that accepting current, or near current, as we have done since the 1982 strike, has in fact, resulted in accepting rollbacks to our real wages and working conditions.

In 1984 we took 0 on wages and no increases on premiums. In 1985 we took 45¢ (or 3%)/hour on wages and nothing on premiums. In 1986, and 1987, 30¢ (or 2%)/hour on wages in each year and nothing on premiums. In four years a total increase of $1.05/hour or 7%. If you add up the cost of living in each of those years, and the increases in income tax that comes to 20%. That's not even counting whatever tax they slapped on us this July—retroactive to January. So by taking no increases or increases that fell below the cost of living, we've already had at least at 13% rollback in our real wages before we even got into bargaining this year. We would need $2.14/hour increase just to be at the same wages we were at in 1983.

So if the employers tell us they want to rollback our shift premium from $1.00 to 75¢ you have to look at what they are really talking about. As far as I am concerned, by not having any increases in that premium since 1983, we have already taken a 20% rollback on the shift premium. That makes the shift premium 80¢. Now they want to knock off another 25¢ and that makes 55¢ for shift premium. If the employers think that is such a hot deal for shift premium why don't they try working shift for a change. It would be a rare sight to behold to see any management personnel around the hospital between 4:00 p.m. and 8:00 a.m. the next morning.

Maybe the employers think, "Well it worked the last time, why not try it again this time?" Maybe we will be so relieved not to have rollbacks, we'll think we are getting a deal with the current.

What kind of deal is that? That would be like me going to trade in my 1972 LeMans for a brand new car. While I am in there negotiating with the dealer, he tries to remove my in-car warmer that I put in that car a few years ago. Strip off the paint job I had done a couple of years ago. Take off my new tires I bought last year. Steal the money out of my purse that I have earned by the sweat of my brow over the years, so he can have enough money to pay for new stock. Then he finally lets me drive away in my old LeMans, with everything intact on the car. Patting me on the head and telling me I have a good deal. And furthermore, where did I get the idea that I deserve a new car? Nobody else has one this year.

That's no deal. You can't give me something I already have. What we have in our contract we have earned. Nurses deserve much more than what is in the current contract. And deserve much more than what we are even bargaining for in this round of bargaining. We knew 10 year ago, and we know now, that nurses have a long way to go, before we are given the recognition and respect, for the value of the work that nurses provide in the Health Care system. But, we have not tried to get it all in one contract. We have tried to make significant gains in each contract, so that each contract brings us closer to our long term goal.

Nurses have talked over the years about recognition for the profession of nursing. What is the mark of the professional? Self-disciplining body? Standards of education and practice? The fact that we are employees who are accountable, not only to our employers, but also to our patients and to our profession?

While all of those things are part of being members of a profession, we all know that there are two other factors that have eluded us as a profession—respect and financial recognition.

Maybe it is because the two of them go together in this society where money appears to be the yard stick by which we are measured. When you look at the other professions such as law, medicine, the significant difference—except for the fact that these people are generally self-employed—is the amount of money paid to these people for the professional service they provide.

Throughout the years, in our quest to be recognized as professionals, we have taken on all of the obligations expected of a professional; but we have not received the benefits normally accorded to a professional. Respect and financial recognition. And I have to say that we haven't even asked for it. Let alone, demanded it.

If we really believe what we say about ourselves as nurses; if the nursing profession really is a profession—why aren't we demanding the recognition and respect that we deserve? They can't run those hospitals without nurses. The only reason you come into the hospital is to have nursing care. If you only needed medical care you would go to a doctor's office. And you can't run the nursing homes or provide community health care services unless the nurses do the work. So always remember. You are somebody. Don't forget it. You are somebody. Don't ever let them tell you that you aren't. Don't ever again let them talk you out of the benefits you deserve.

And they try to. If we're bargaining in inflation times, they tell us that improvements for nurses would only add to the inflation. When we're bargaining in recession times, they tell us it wouldn't look right for nurses to have increases, when other people are taking rollbacks, or are being laid off. Makes you wonder. When is the right time? Is it ever going to be our turn? Or as long as we're getting the same as our husbands or our neighbours that is the goal that should be aspired to by nurses?

Well, I don't think we should be comparing ourselves to what other workers have or have not. Surely, as nurses, we have every right to determine for ourselves what the value is of the services we provide. The employers and government have also tried to convince us that as long as we're getting approximately the same as the rest of the nurses across Canada, we should be content. Well, they're underpaid and overworked too! So that's no deal. That's like saying: "A slave in Alabama is worth approximately the same as a slave in Texas. But they shouldn't try to think they're white folks."

Even if the employers were to accept one of our ingoing proposals, in this round of bargaining, the employers and government would still have a deal. Because there would be no health care services unless people like you, and people like me, are doing the work to provide that service.

What if those rollbacks are just a trick by the government to force us into a strike? Come down heavy on us with fines and penalties? Or maybe decertification, and whatever else they can dream up. And the whole point was just to destroy this Union.

Well, as far as I'm concerned, this Union is destroyed, if we can't improve the wages and working conditions for the members. That's the reason we formed this Union 10 years ago. And if we can't do that—we might as well give the members back their dues. And fold this Union right now.

But that would be a shame on our 10th Anniversary, wouldn't it? Besides, we've never been fond of giving up. We prefer to fight back. Because what we're fighting for is just too important to be lost.

But it's going to take all of us. And all of our solidarity. So I don't want any more bickering amongst the members. We haven't got time for that. And we don't have time for little games with other people. About what work they can do. Or can't do for us. What makes them feel good, and what doesn't.

But it seems, every Hospital bargaining year, somebody wants to play some sort of game with us. And it is never in the best interest of the members. Giving us ultimatums about what they will do and won't do. Remember Pretty Boy two years ago, just before we started Hospital negotiations, and right in the middle of a Health Unit strike? The other one didn't give us any ultimatums—just quit, a few months before we started Hospital negotiations. Never did say why.

This game playing seems to come up so regularly—everytime we enter hospital negotiations—I am beginning to wonder if maybe it is the work of an Agent Provocateur. Those government plants, the rest of the unions are worried about. Now the Agent Provacateur in Quebec, had them throwing bombs. But that probably wouldn't work with us. So what you do with us—take up our time and energy with all of this game playing. Try to get members to take sides. Hoping to divert our time and energy and solidarity away from our real purpose—negotiations.

Now I don't know if that's what it's all about. It's probably just that some people get nervous when we get close to Hospital negotiations. When the nurses start talking about what they are going to do, and what they're not going to do. Then they realize. This isn't a game with us. That we're not some protest movement. We mean business. Because it is our union. And our contract. And our life. So I say to all of those people out there—if you're not going to help us. At least stay out of our way. And let the members—who are willing to run with the risk—get on with the job that needs to be done.

I'll tell you something else. I'm not going on strike. Just to get the current. Because that's something I already have.

If the government forces us out on strike, there better be a little pot of gold waiting for me and every nurse when we get back. As far as I'm concerned, if we have to go on strike, we should just increase our wage proposal by $1.00 per hour, for every day that we're out. Besides, it might set the tone for the next round of negotiations. A little behaviour control. So they can learn how to negotiate. All they seem to be able to do now is legislate.

In United Nurses of Alberta, we have often chosen a path that is not well trod. It's not easy. When you're the one who's clearing the path for others to follow. But somebody's got to do it. And it might as well be us. We've got the numbers. Over 11,000 members. We've got the spirit. And we're not afraid of a little hard work. We're all used to that.

All we have to decide is whether we're worth it. I think I am. What about you. Do you think you're worth it?

How low do we go before we fight back? Who do they think they are? And when is the vote?

TENTH ANNIVERSARY ANNUAL

GENERAL MEETING

United Nurses of Alberta held their tenth Anniversary Annual General Meeting November 17, 18 and 19 in Calgary. About 300 voting delegates and almost 100 UNA member observers were present.

Highlights of the Annual General Meeting include:

David Harrigan, a member of UNA Local #1 at the Calgary General, was elected provincial Vice-President.

Karen Craik and Lore Shymanski were elected South Central District Reps to the Executive Board; Dallas Szarko was acclaimed as a South District Rep; Nora Spencer and Sandie Rentz were elected Central District Reps; Heather Molloy, Gerry Cook, Isabelle Burgess, and Val Holowach were acclaimed as North Central District Reps; and Hazel Paish was acclaimed as a North District Rep.

The Education/Publication Officer position and a new Employment Relations Officer position were funded.

Constitutional amendments were passed (the 1988 Constitution will be included in the January/February 1988 Newsbulletin).

Guests at UNA's tenth Annual Meeting were: Kathleen Connors, National Federation of Nurses' Unions; Mary Barton, MONA, Paul Kuling, President of SUN; Louise Rogers, Staff Nurses' Association; Mazie Crummey, Newfoundland Labrador Nurses' Union; Kerry Willard, CLC; and Madeleine Parent, Canadian Confederation of Unions. Flodia Belter was present and acted as parliamentarian. Sheila Greckol, U.N.A.'s lawyer, was also in attendance.

Policy Resolutions were an important part of the Annual Meeting. Some of the resolutions that were passed include:

1. Alberta Department of Labour

Therefore be it resolved that any members or Locals shall have the right to communicate with the Alberta Department of Labour for the purpose of seeking information.

2. Free Trade

WHEREAS Free Trade negotiations between Canada and the U.S. include access by the American services industries and specifically the insurance industries, to the Canadian Health Care system, such that Medicare will be determined to be a subsidy to Canadian workers and a form of protectionism and will be legislated out of Canadian Law to be replaced by the American system of private health care insurance.

WHEREAS Privatization in the health care industry will mean that hospitals, health units, etc. will be controlled and managed by the private sector and will be run for profit. Because nursing salaries are the single largest expenditure in hospitals budgets, patient classification systems are implemented to control and reduce nurses' salaries.

WHEREAS Deregulation in the health care system will ensure that other items such as:

a. nurse/patient ratio
b. infection control
c. pharmacy standards
d. laundry standards, etc.

will be subject to reduction without the interference of government regulation and standards, so that hospitals and other health care agencies can be run for profit.

THEREFORE BE IT RESOLVED that U.N.A. is opposed to Free Trade.

THEREFORE BE IT RESOLVED that U.N.A. is opposed to Free Trade, Privatization and Deregulation.

3. Smoking Policy

Whereas non-smokers have legitimate concerns re: second-hand smoke, these concerns can be addressed by designating smoking areas.

Whereas a "smoke-free" policy will not stop people from smoking and can lead to health and safety problems.

Whereas most smokers would like to quit smoking but are addicted.

Whereas as health care professionals, we should be more compassionate towards these people.

Whereas if employers are really interested in promoting health, there are many ways they can do so i.e. sufficient staff to eliminate health and safety problems, proper food and alleviating other health and safety concerns i.e. O.R. gases, proper handling of CA drugs, etc.

THEREFORE BE IT RESOLVED U.N.A. is opposed to employers' "Smoke-free" Policies. Until we reach a smoke free society, properly ventilated and separate designated smoking areas should be provided by all employers.

4. Voluntary Arbitration

THEREFORE BE IT RESOLVED that the current policy re: Voluntary Arbitration be deleted and replaced with: "Any decision to participate or not participate in voluntary arbitration will be made by minority bargaining groups at a Delegate Meeting by the Delegates at the meeting."

5. Part-time Funding of Presidents

THEREFORE BE IT RESOLVED that Funded presidents (Part-time) have vacation money accumulated for them as per 1987 Collective Agreement.

6. Local Executive—Part-time Funding

Locals with 750 dues payers or greater be funded for three days per week; with 500-749 duespapers be funded two days per week; 200-499 duespayers be funded one day per week; with 100-199 duespayers be funded two days per month; with 0-99 duespayers be funded one day every second month.

The Locals would designate person(s) to receive the funding as indicated. However, the funding shall not be divided into portions of days.

7. Contracting Out

Contracting out occurs when the employer enlists the services of another agency to provide employees for the employer. One example would be the use of nurses from ComCare or the Nursing Registry. These employees may be paid by either the employment agency itself or the hospital.

Regardless of how the employees are paid, when they are enlisted to work as nurses within the hospital, they become members of the U.N.A. bargaining unit, are thereby entitled to the coverage and benefits of the Collective Agreement, and must pay dues.

Should a Local be aware of instances where nurses are hired to work in the hospital and are not being covered by the Collective Agreement, the Local should grieve this matter. Such a grievance can be handled as a policy grievance by the Local as a violation of Article 3, Recognition and Article 5, Dues Deductions. As well, a grievance may be filed by the employee herself as to incorrect wages and other entitlements in the agreement, should this be the case.

8. Entry to Practice

Whereas as a trade union we view the position of entry to practice as a restriction that can affect the job security of our members if they are unwilling, or unable to obtain such education.

And Further some employers are currently requiring or stating a preference for a degree for various positions within our bargaining unit.

And Whereas we do not believe our bargaining unit work requires the education of a Bacclaureate. However, where our members have obtained additional education including diplomas and degrees, we believe this additional education should be compensated, as provided for in the Educational Allowances contained in the Contracts.

Therefore be it resolved U.N.A. is opposed to the position taken by the Professional Association that the minimum standard for entry to nursing practice be a Bacclaureate Degree.

9. Guest Relations (Committees of the Employer)

Therefore be it resolved that U.N.A. members shall not participate on any worksite committees whose intent, either overtly or covertly, is to undermine any U.N.A. Collective Agreement.

The members in South Central District are to be commended for the wonderful 10th Anniversary banquet and the entertainment.

BARGAINING

by Trudy Richardson

U.N.A. is presently sitting at a number of bargaining tables:
—Hospital Locals with the AHA
—UNA with the Royal Alexandra Hospital
—Extendicare Local #117 with Extendicare
—Central Park Lodges Locals #107, #111, #137 with CPL Employers
—Red Cross Local #155 with Canadian Red Cross
—Jubilee Local #157 with the Jubilee Nursing Home

Health Unit Locals are preparing for two rounds of bargaining early in 1988:
—7 Health Unit Locals with the HUAA
—Alberta West Central Local #98 with the AWCHU

Demand Setting for these 8 health unit Locals took place November 30, 1987.

Also in preparatory stages are negotiations for first contracts for our new Locals:
—Extendicare Local #161 with Extendicare Lethbridge Employer
—North West Social Services Local #162 with their Employer

And coming up again are negotiations for Youville Nursing Home Local #154 in St. Albert.

The contract for the new Local #159 at Empress is being negotiated at the AHA table.

At all of these tables UNA teams are being faced with rollbacks, takeaways and concessions. At all the tables UNA is saying "No" to these regressive demands of employers.

Hospital Negotiations

By David Thomson

The proposals have been exchanged and the negotiations begun. The hospital negotiating team has met both with the A.H.A. and R.A.H. representatives. Nothing of any significance has been settled but further meetings are scheduled.

The Committee shares the members' outrage at the demands tabled by the employers. With the current nursing shortage, these are totally unrealistic. Quality patient care can only be achieved by making nursing more attractive; not by driving nurses out of nursing.

If the employers do not amend their offer, alternatives to negotiations may have to be considered, which will convince the employers of the need to address appropriately your concerns and demands.

Jubilee Nursing Home—The War Continues

By David Thomson

The employer continues to refuse to enter into any meaningful negotiations. The most recent session with representatives of the Labour Relations Board was scheduled for a full day. The owner of Jubilee advised the government parking lot attendant he would be there for the full day. However, when things weren't going his way he "suddenly" had a meeting to attend at 11:00 a.m.

As a result, further unfair labour practice complaints have been laid and we are currently awaiting hearing dates, expected early in December.

To date, two Local executive members have been fired and another offered a new position outside the bargaining unit at a lower rate of pay. These have been included in the charge, together with another for the reduction in hours of work, and change of shift for the Local president. This was done even though the home has a shortage of nursing staff.

As a result of this employer's refusal to take negotiating seriously, and his continual harassment of our members when they are exercising their legal rights, the Jubilee Nursing Homes, Edmonton, the Rivercrest Nursing Home, Fort Saskatchewan and the Northcott Nursing Home, Ponoka are gray listed. These three nursing homes are all owned and operated by Mr. Uvleland of Qualicare Health Services Inc. By "gray listing" we are asking all nurses not to apply for any jobs at these homes and to discourage anyone from applying for work with this employer. This gray listing will remain in effect until a satisfactory Collective Agreement has been signed.

Red Cross Negotiations

By Lesley Haag

The first Collective Agreement between Local #155 and The Canadian Red Cross Society—Edmonton Centre, was ratified on November 6, 1987. The nurses are looking forward to receiving their retro pay and up to $1,250.00 in bonuses, in time for Christmas. Part-time nurses will also soon receive their hard-fought-for letters of hire, crucial to their job security which has been eroded over the past months.

Before the ink was dry on the signature page, Local #155 began its work to ensure compliance with the contract. The New Year promises to be one of "adjustments" for the employer now that the nurses are backed by a contract and a strong and united membership.

Congratulations Local 155!

Health Unit Demand Setting Meeting Held

By Chris Rawson

Health Unit nurses from across the province met in Edmonton on November 30th to review proposals and establish bargaining demands for their upcoming round of negotiations. Representatives from each of UNA's 8 health unit Locals were present along with Board members and staff. Nominations for this year's negotiating committee were held with Cathy McDermott, Local #42, Lynn Williams, Local #90, and Arlene Rude, Local #88 being elected to sit.

The negotiating committee has before it a tremendous task as it refines proposals for mailing to the Locals for their review and ratification. Comments made by delegates to the meeting indicate a strong desire by health unit nurses to advance economically and to ensure that the provisions of their Collective Agreement are as complete and concise as possible.

The negotiating committee will be meeting in Edmonton from December 16-18, 1987. Final proposals will be mailed to health unit Locals on December 23. It is anticipated that negotiations will commence in early February, 1988.

Thanks are extended to Cathy McDermott, re-elected past chairman of the negotiating committee, for her job in chairing this year's Demand Setting Meeting.

Extendicare, Edmonton

By Chris Rawson

UNA Local #117 will enter into mediation with Extendicare Health Services Inc. on December 15. Negotiations to obtain a new agreement broke off June 12.

While many issues between the parties have been resolved, monetary issues are the major stumbling block to a settlement. Wages, for example, in all public and most private facilities in the area far exceed those in the current Collective Agreement. The employer has yet to clue in to the fact that this may be what hampers its ability to attract and retain staff.

Members of the Local are adamant that this round of bargaining will lead to significant improvements. Eliminating the gap between their counterparts in auxiliary hospitals and nursing homes elsewhere is the objective this year.

CPL Bargaining at Impasse

By Marilyn Vavasour

UNA's negotiating committee has one representative from each of the three Locals: Cecilia Arnold, Local #107 (Calgary), Hazel Paish, Local #111 (Grande Prairie), and Jean Knight, Local #137 (Medicine Hat) plus Marilyn Vavasour, ERO.

The three Locals had their demand setting meeting on October 2, 1987, and then negotiating dates were established for November 26 and 27, and December 15 and 16, 1987. The first two days have been spent on the Calgary-Grande Prairie Agreements. This year the management proposals and attitudes have been very hard line. Management's monetary position has not even been put on the table—and impasse has arisen on two of management's non-monetary items which they have refused to withdraw, although other matters have been settled along the way.

The two items are past practice and innocent absenteeism:

1. CPL management wants a new clause making completely unrestricted its right to change any of its past practices, such as free meals. They need this written into the Collective Agreement because at arbitrations over the past few years unions have successfully argued estoppel against employers' in situations like this. As a result, managements have not been allowed to discontinue the past practices until the end of the existing Collective Agreement so that the unions have a chance to negotiate the changes at the bargaining table.
2. CPL management wants the right to terminate any employee for using more than the "average" amount of sick time. Again, arbitration boards over the past few years have allowed terminations for "innocent absenteeism" (i.e. being sick) only in extreme cases where an employee is away sick for very long stretches, for example after even long term disability entitlements have ended. The employers' demand here would result in terminations being possible even before paid sick day entitlements have been used up (for example, you are entitled to 120 days; you have used 80 days; the average is 40 days; you are fired).

The UNA negotiating committee has adamantly refused to agree to either of these concepts. Such clauses certainly do not exist in any UNA Collective Agreement, and we are not aware of such clauses existing in any other Collective Agreements in Alberta, or indeed, anywhere else in Canada.

UNA is now discussing how to respond to this impasse. The negotiating dates of December 15 and 16 are still scheduled.

An Insult to Nurses

The following article appeared as an editorial in the Calgary Herald, November 22, 1987, and is reprinted with permission of the Calgary Herald.

Alberta's nurses have every right to feel insulted by the Alberta Hospital Association's absurd call for wage and premium rollbacks.

The AHA has adopted this ridiculous position in contract talks at a time when there is a province-wide shortage of nurses.

Meanwhile the 11,000-member nurses' union has responded with a reasonable position. They want $1.15 an hour increase per year on current wages ranging between $14.25 and $16.47 per hour.

That's approximately a seven- or eight-per-cent raise in each of two years of a proposed two-year contract, hardly an opportunistic exploitation of the laws of supply and demand.

Proper collective bargaining ought to yield a reasonable compromise without any animosity or work disruptions, but that's unlikely when the association complacently hides behind the province's no-strike law and proposes a contract which takes away more than it offers.

Unfortunately, the Alberta Hospital Association (AHA)—which signs such labor agreements with nurses—also realizes only a small percentage of the population come in personal contact with nurses.

It's this attitude that causes concern.

The AHA realizes nurses are well respected and liked but they don't have an effective political base.

So when nurses ask for a raise of $1.15/hr., the AHA realizes it can say it's too high without much fear of backlash.

Nurses currently earn between $14.25 and $16.50/hour.—which isn't a whole lot when you think about it.

The AHA wants a salary rollback and that's ridiculous.

Nurses are in the hospital 24 hours a day.

Doctors are not.

This is not to put doctors down—but it is imperative we understand that when the doctors are not there, nurses look after us.

They deserve every nickel. Anyone who has ever experienced a hospital stay realizes how important proper and compassionate nursing is to recovery.

Yet we have bureaucrats, hiding behind the province's no-strike law, proposing that nurses should accept a pay cut.

Nurses, by nature, are not a military group.

The general public is their only ally.

If the public insists that nurses be treated fairly, then you can bet your bottom dollar they will—because there's an election soon and no provincial government will risk losing votes because of a stubborn and chintzy hospital association.

Nurses undergo enough additional pressure these days with government cutbacks in service, without enduring wage slashes as well.

We're asking them to do more and they are—with little complaint.

Surely, that's enough.

Tell your MLA you're in favor of increased wages for nurses. Tell your MLA you don't think their demand for a 7% increase is out of line.

Also tell your MLA you think the AHA is out to lunch in asking nurses to accept a wage rollback.

Think about if you were in the hospital and pulled that cord wanting help.

It wouldn't be a hospital association official who would come to your aid.

Reproduced with permission of the Calgary Sun. This article appeared on November 29, 1987.

What's Up, Doc? Not Nurses' Wages.

By Jack Tennant

I have an obligation to fill.

It's not that I really have to, but I want to.

Early last summer, I spent some time in Foothills Hospital. It was no big deal—except in five days I learned just how important nurses really are.

I vowed then that if Alberta nurses ever faced another labor dispute and their demands were fair and reasonable, I would be on their side.

Nurses are taken for granted.

Fortunately, only a small percentage of the provincial population ever have need to experience their professionalism and compassion.

3% Wage Cut—Just Plain Stupid

Draconian politics may becoming a way of life in this land of opportunity . . . but a 3% wage cut for nurses is just plain stupid.

Judith Ford is right . . . it's time for nurses like her to take off the gloves. The Florence Nightengales of Alberta aren't alone in the battle against blind politicians who place them one notch above janitorial help.

Every Albertan who expects to spend more than a day in any provincial hospital better stand up now and tell Marvin Moore and his cohorts we won't be part of his Titanic cruise. Little wonder our American cousins consider Alberta a prime recruiting ground to steal our best nurses.

Recent staff cutbacks have overburdened the ladies in white who walk a tightrope between life and death on every shift. A wage freeze at this time would be a slap in the face. A 3% wage rollback is unforgiveable.

Are we asking nurses to pay for all the hospitals built in remote Alberta by a government dedicated to buying votes? Will the nurses pay cut buy a few more band aids for that ugly hospital shell in the northeast? The one with Peter Lougheed's name on the front door?

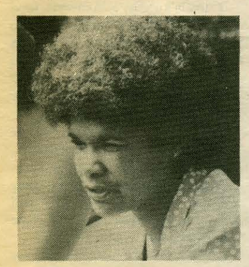
Marvin Moore must enjoy excellent health, and may never need hospital care. If not, I want to be there when he gets the needle . . . from the janitor.

Reprinted with permission of C-JAY FM 92 of Calgary. Aired November 9, 1987.

ORGANIZING

By Trudy Richardson

U.N.A. continues to work away at the goal of having every nurse in Alberta protected by a Collective Agreement. "Organizing the unorganized" has long been trade union call, and in the last few months U.N.A. has successfully organized two new Locals—Local #161, the nurses employed at Extendicare Lethbridge; and Local #162, the community health nurses employed by North West Social Services. We welcome these new Locals into the United Nurses of Alberta.



Another Extendicare Local is Born

By Chris Rawson

The certification of nurses employed by Extendicare Health Services Inc. in Lethbridge is good news for UNA, but especially good for nurses employed at Extendicare's facility in Edmonton.

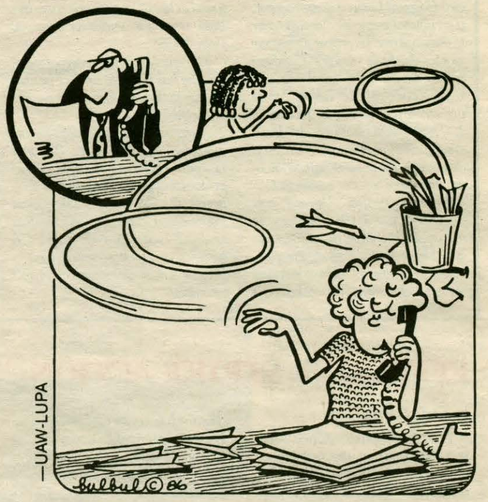
For years, Pat Slinger and her members have been facing negotiations with their employers from a position of limited strength, being as they were the only UNA Local amongst Extendicare's many institutions in the province. With the signing of membership cards by nurses in Lethbridge, and Local #161's certification on November 10, things are looking up!

Thanks to Carol Morley the first president of Local #161, and best wishes to all members of the home as they enter into negotiations for a first Agreement.

Community Health Nurses Organize

By Chris Rawson

A hearty welcome is extended to nurses employed by the North West Social Services Board who have recently organized and become certified as UNA Local #162. The nurses, employed in community health, provide a wide range of services throughout the North extending from High Level and La Crete to the border separating Alberta from the North West Territories.



"Yes boss, your memo against collective bargaining is circulating."

Are Student Nurses in UNA?

By Trudy Richardson

A U.N.A. Local applied to the Labour Relations Board requesting that the Labour Board determine whether or not student nurses who had completed their third year of studies leading to a Bachelor of Nursing degree, and who had been hired by a large city hospital in the summer of 1987, are in the U.N.A. bargaining unit.

Following this application, a Board Officer conducted an investigation. This officer's report, including recommendations, was submitted to the Board, to the employer, and to UNA; as well as to A.A.R.N.A., Health Sciences Association, and CUPE.

In his report the Board Officer suggested that the student nurses were "employees" as defined by Act and were included in the UNA bargaining unit.

No objections were received from the employer, from Health Sciences, from CUPE, or from UNA. A.A.R.N.A. (Registered Nursing Assistants) filed an objection on the basis that the primary functions performed by student nurses cause them to be included in the auxiliary nursing care bargaining unit of A.A.R.N.A. and not the direct nursing care bargaining unit of UNA.

A determination hearing was held to decide the matter.

Neither A.A.R.N.A. nor UNA raised objections to the part of the report recommending that student nurses were "employees" as defined by the Act. The Labour Relations Board determined that the student nurses named in the application were indeed "employees".

U.N.A. gave evidence through three of the nursing students, a clinical instructor, and two nursing unit managers. This evidence supported UNA's argument that these student nurses were hired to relieve RN's in direct nursing care because of their educational qualifications. UNA further argued that these student nurses performed the duties of an R.N. except for those few duties that only R.N.'s are allowed to perform. UNA argued that because of their educational qualifications, these student nurses were at a level of functioning much higher than that of an R.N.A.

A.A.R.N.A. argued that the student nurses were not performing to the level of an R.N. in that they did not administer medications, do I.V. therapy, nor could they sign out patients to the operating room. A.A.R.N.A. submitted that the functions of the student nurses were "auxiliary" in nature as they were subordinate to the R.N.'s.

The Labour Relation Board award reviews the five standard bargaining units in the hospital and nursing home industry. The award also reviews the section of the Nursing Profession Act which provides certain exceptions to the prohibition against unregistered persons engaging in "exclusive nursing practice". One of these exceptions relates to students enrolled in an approved school of nursing and allows such students to engage in "exclusive nursing practice."

The Board award goes on to elaborate on the fact that because the same task may be done by an R.N.A., an R.N., or a student nurse does not lead the Board to say that they all, therefore, belong in the same bargaining unit. Each, in fact, are approaching the mechanics of the task from different perspectives. Thus, an R.N. and a student nurse are both expected to apply professional nursing knowledge or "exclusive nursing practice" in the exercising of the duties. "We find that there is a recognizable difference in the functions, depending upon the qualifications of the person performing the tasks." This difference, says the award, is because the scope of the theoretical knowledge possessed by the R.N. "These student nurses, while they may well lack the experience of an R.N., possess the same theoretical knowledge."

The Board stated further that, "These students provide nursing care to the same level that is normally done by registered or graduate nurses, albeit ones who would have limited experience. Nevertheless, they perform at that level even though they do not perform some of the tasks performed by R.N.'s. We see nothing magical in administering medications, I.V. therapy, or signing-out patients to the operating room."

The Board found that the student nurses named in the application were employed in direct nursing care and included in the UNA bargaining unit. They cautioned, however, that this Board decision should not be construed as meaning that all student nurses are included in the direct nursing care bargaining unit.

The UNA Local that won this determination from the Labour Relations Board had previously served notice to their employer under Article 25.03 of the Collective Agreement, that they wanted to bargain the rate of pay for student nurses. The employer refused to bargain on the grounds that student nurses were not covered by the Collective Agreement. Hence the application by the Local to the Labour Relations Board. This LRB ruling allows the Local to begin bargaining for the rate of pay for student nurses.

It should be pointed out that this LRB ruling applies only to the eight student nurses named in the application. However, if your employer employs student nurses it is worth considering serving notice to your employer, under Article 25.03, that your Local wants to bargain the rate of pay for these student nurses. The LRB ruling cited above may incline your employer to bargain. Contact your E.R.O. for more information on this issue.

INSULT ADDED TO INJURY

by Lesley Haag

Your employer may be profiting from your injury at your expense. Under Article 20.01 of the Provincial Hospital Collective Agreement, if an injured employee "assigns over to the employer, on proper forms, the monies due from Workers' Compensation Board" the employee will receive her "full net salary" from the employer after a deduction of 1/10 day is made from her sick leave credits. This may sound like a good deal since WCB pays only 90% of the employee's "net earnings."

However, the Union has discovered that WCB's payment to the employer, when an assignment is made, includes shift differential, weekend premiums, charge pay and overtime, for shifts not worked as a result of injury. Most employers in turn pay the employee only at her basic rate of pay (no premiums or overtime) and that sum has been found to be, at least in one case, less than what the employer received from WCB!

The employer has received more than he has paid out and the injured worker suffers the loss of income she is entitled to by law.

A grievance has been filed on this matter at the Red Deer Regional Hospital. How are Workers' Compensation payment handled at your hospital? UNA needs statistical information in order to pursue this issue. If you are receiving WCB benefits or know someone who is please contact your ERO immediately.

EFFECTIVE STRIKE ACTION

by Chris Rawson

Effective Strike Action—that was the name of the conference held by the Manitoba Organization of Nurses' Associations in Winnipeg on November 5, 1987. The conference brought together MONA members from across the province to hear and discuss issues related to contract negotiations, including the steps of the bargaining process, preparation required for negotiations, and what happens when a strike occurs. Invited guests at the conference included Hemi Metic, Director of Organizing for the CAW, and myself, Chris Rawson, Employment Relations Officer for UNA. Mr. Metic spoke to conference delegates on bargaining strategies and psychological games. He outlined common employer intimidation tactics used in negotiations, and how members' actions and reactions affect the bargaining process. I spoke of UNA's experience at the bargaining table. In particular I addressed the topic of the psychological impact of strike action on nurses. My address outlined the stages that people go through when contemplating strike action, participating in it, and finally in its aftermath. I outlined for MONA members the role of the Union in each of the stages indentified, and gave practical suggestions on how to minimize financial hardships as a result of strike actions, and facilitate a strong unified membership geared to obtain the Union's objectives.

Of interest to the visitors to MONA's conference was the information delivered by MONA's Executive Director, Irene Giesbrecht, about MONA's essential services agreements and the provision of health care service in the event of a strike. MONA currently has 9 essential services agreements in operation with hospitals in the province. The agreements establish what essential services during work stoppages are, and provide a specific mechanism for the assignment of employees by the Union to fulfill work functions on an episode and emergency basis during the course of a strike. The agreement is conditional. It specifies that an employer shall not hire additional persons or utilize non-employees to perform work of those who are on strike. The use of scabs is prohibited and any use thereof renders the agreement void. The agreement is further conditional on a commitment by the employer and the union to meet within 24 hours after the commencement of a strike and on a regular, recurring basis thereafter, with a view to resolving the dispute.

FREE TRADE

FROM ENERGY TO EGGS, THE DEAL SPELLS DISASTER FOR CANADA

by Marjorie Cohen

In the panic leading up to the free trade agreement, Canada's demands at the bargaining table became minimal. All that really mattered, according to the Mulroney government, was getting a "binding disputes-settlement mechanism" to exempt the country from U.S. protectionism.

Well, now that the government has signed an agreement we can see just how bound we are. We are bound to apply U.S. law whenever U.S. companies want to challenge the way we do things in Canada. There has been no change in the rules.

If a U.S. company believes its Canadian competition has an unfair subsidy, it can take its case to the U.S. International Trade Commission, just like before. If the decision goes against the Canadians—like in the softwood lumber fiasco—then it can be appealed to the new "binding" disputes mechanism.

But the appeal can only challenge whether U.S. laws have been "faithfully and correctly" applied. In other words, the case will still be decided based on rules made up by the U.S., not on some objective international standard.

This is the high point of Canadian achievement. The rest is all downhill.

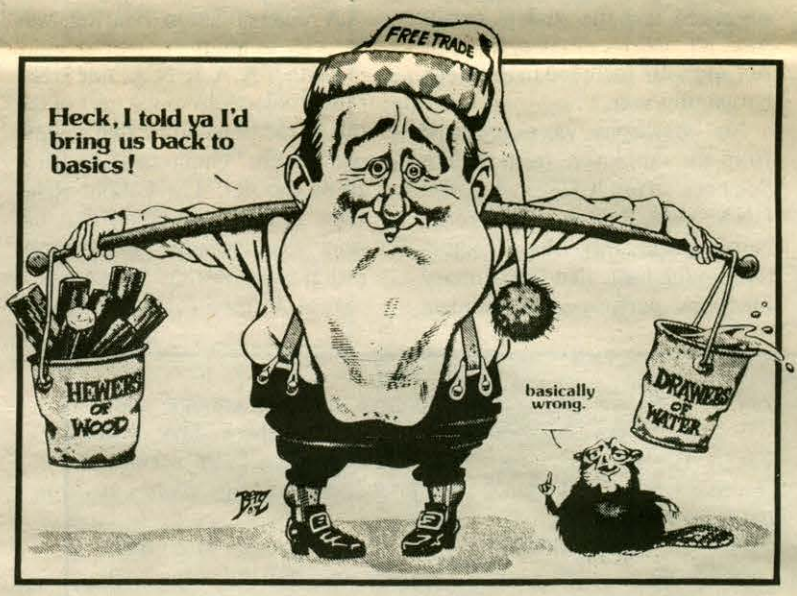
Mr. Mulroney's grand design to "secure" access to the U.S. market has failed. Unless Canada changes its social and economic programs to conform to U.S. notions of what is fair play, it will have no improved access to U.S. markets.

And social and economic programs are in greater danger than ever. Why? Because the economy will be tied even more closely to that of the U.S., and Canada will have even more to fear from U.S. complaints if its programs aren't similar enough to those south of the border.

Energy: The free trade agreement sacrifices Canada's most effective weapon in gaining a competitive advantage with the U.S.—control over energy pricing and energy supply.

This agreement has given the U.S. something Canada has always resisted—total access to Canadian energy supplies. Canada has even given up its ability to reserve resources for its own people when they are in short supply.

Services: Negotiating free trade in services is an extraordinary concession to the U.S. on Canada's part. The U.S. has a massive overall trade deficit: the country imports far more than it exports. But it does have a healthy surplus in the area of services. Canada, in contrast, has a huge trade deficit in services.



So while Canada is a service economy (two-thirds of our national income derives from services and 70 percent of the labour force works in service industries), it is not a significant exporter of services. Nor is it likely to become one if its future is tied to the U.S. economy.

As well, the agreement may seriously affect the way services are delivered in Canada. U.S. service firms will be able to challenge any Canadian practices that prevent them from competing here. For example, private U.S. health care or day care companies may be in a position to claim equal access to government financing.

Manufacturing: In its defence of the agreement, the government has said nothing about the impact on the manufacturing sector, except to admit that some industries may be harmed. However, removing tariffs and import quotas will have a dramatic impact on workers in industries that are now protected to some degree. And removing the tariff provisions of the Auto Pact will make its Canadian safeguards ineffective.

Agriculture: The free trade agreement will seriously affect Canada's ability to control its food supply. Canada's climate has made protection essential if agriculture is to survive. Removing tariffs and eliminating or reducing import quotas will harm those who supply the domestic market.

Those most vulnerable will be producers of fruit and vegetables, poultry and eggs, and dairy products. Changes in the pricing policies in the wine industry will have an immediate impact on grape growers and wine producers.

Culture: The government says that the agreement allows it to retain "full capacity to support cultural industries in Canada." This is clearly untrue.

The agreement specifically denies the government the right to support Canadian magazine publishers through lower postal rates. It does say that cultural industries are exempt from the provisions of the agreement, but it does not say that Canada retains full capacity to support the cultural industries.

The definition of what constitutes a legal subsidy and which cultural industries will be affected by this definition will be negotiated over the next seven years, according to the agreement. In effect, Canada is entering ongoing negotiations. But it is beginning at a terrific disadvantage because it has given away its major bargaining chips.

The Politics: In his speech before Parliament after the free trade deal was struck, Mr. Mulroney boasted about the way his government "brings Canadians into the decision-making process." This is political double-talk of a high order. Ordinary Canadians have not been involved in this process. It has been an initiative of big business and the Conservative government.

The latest polls indicate that more people in Canada are against free trade than are for it. Before he was elected Mulroney, assured the country that he was against it. He said: "Don't talk to me about free trade. That issue was decided in 1911. Free trade is a danger to Canadian sovereignty. You'll hear no more of it from me."

After he was elected he changed his mind. For awhile he made a show of listening to provincial leaders, but now he maintains that the provinces can have no say in the deal because it is a federal matter.

The secrecy around the negotiations and the closed nature of decisions at this stage are about as undemocratic as they could possibly be. If Mr. Mulroney proceeds without taking the wishes of people into account, he may precipitate a political crisis of an order not seen before in Canada.

Marjorie Cohen represents the National Action Committee on the Status of Women in the Coalition Against Free Trade. She is the author of ***Free Trade and the Future of Women's Work****. This article orginally appeared in the Globe and Mail; it is reprinted with Ms. Cohen's permission.*

—CALM

Regional development and social programs: Prime Minister Brian Mulroney has claimed a great victory because regional development and social programs are not included in the agreement. There is no reason for them to be. The expectation that they would be part of the deal was based on the assumption that current U.S. trade laws would be replaced by a new, objective set of rules.

Since there is nothing in this agreement to replace U.S. legislation, there was no need to spell out what an unfair subsidy is. The U.S. can continue to define a subsidy any way it wants. It can continue to challenge Canadian pratices at its own trade commission.

And it can continue to harass Canada over such issues as regional, provincial and local development schemes; aspects of our unemployment insurance program; government aid to the resource sectors; research and development grants; corporate tax policies, and the operation of national railroads—whenever these involve exports to the United States.

FIGHT BACK

HOW NOT TO FILL A VACANCY

By David Thomson

The grievor was the most senior applicant for a posted staff nurse vacancy and had had some experience on the unit in question. The hospital however ignored the facts and gave the position to a more junior nurse on the basis of her score in a questionnaire. The unit supervisor admitted that all three applicants for the position were capable of fulfilling the position, however the hospital was attempting to determine the best applicant. Most of the eight questions were of little relevance to the job, as were the answers expected by the unit supervisor. "Do you plan to continue your education?", and "What makes you angry?" were two of the questions. The first had no relevance to the requirements of the position; while the second, based on what the employer was seeking to know, should have asked: "How do you handle anger?"

The Union argued that all applicants were relatively equal and therefore the position should be given to the grievor, as she is most senior; or the positon should be reposted and the applicants assessed in accordance with Article 14.04.

The hospital argued that it had a broad discretion when it came to determining "other relevant attributes" in Article 14.04 and that the employer had, in good faith, chosen to select the successful applicant through a legitimate interview process.

The Board rejected the employer's argument and found that the hospital had failed to comply with the prescribed criteria of Article 14.04. The Board wrote "It strikes us as highly improbable that if management had performed a proper detailed assessment of each candidate, in relation to the four specified factors (in Article 14.04) they would find all condidates to be 'equal,' yet then be able to devise a brief interview test which disclosed, in the employer's judgement, very significant differences. We consider the situation to be a classic example of an employer having (made) its decision on the basis of criteria or information that bear no reasonable relation to the job in question." The Board directed that the position be reposted and that no credit be given to the previously successful applicant for experience gained while in the position.

This award is very comprehensive and thoroughly covers the proper process for selecting applicants using Article 14.04. To this end it should provide some useful guidance for possible future grievances.

VACATION ENTITLEMENT ON LONG TERM DISABILITY

By Trudy Richardson

This grievance dealt with an employee's right for vacation entitlement while on long term disability. The grievor is a full-time nurse at a large urban hospital. She sustained an injury which resulted in her receiving short term disability benefits and then long term disability benefits. While she was on long term disability the employer reduced her vacation entitlement in proportion to her absence on long term disability leave.

The employer introduced two preliminary objections—one a question of ambiguity and one an estoppel objection. On ambiguity, the employer sought to have past Collective Agreements and Hospital Policy Manuals dating back to 1971 introduced. The employer held that the present Collective Agreement is ambiguous on this matter and extrinsic evidence would clarify the ambiguity. This objection was dismissed by the Arbitration Board which ruled that no ambiguity existed and such documents were not admissible.

In the estoppel objection the employer claimed that because this practice of reducing vacation entitlement during periods of LTD leave had been in place for many years without Union objection, the Union was now estopped—barred—from raising issue with the practice now. The Arbitration Board also dismissed this objection of the employer.

On the merits of the case the Union argued that the phrase "continuous service" in Article 17.02 includes time spent by an employee on long term disability. This argument was already upheld by an earlier Arbitration Board (Lethbridge General & Auxiliary Hospital and U.N.A. Local #120) and the Arbitration Board hearing this grievance accepted the earlier Board's findings.

The Arbitration Board granted the grievor full vacation entitlement for the time she was on long term disability.

U.N.A. has won this grievance before at Lethbridge but that was not sufficient to stop another employer from also denying vacation entitlements to a UNA member on LTD. Members on long term disability should check their vacation entitlement carefully and file a grievance if it is reduced while on LTD.

ARE ORAL WARNINGS ALLOWED?

By Trudy Richardson

A large city Local filed a policy grievance claiming that Article 23 of the Collective Agreement constitutes a complete code of how discipline is to be administered; and that Article 23 does not permit oral warnings to be given to employees in the U.N.A. bargaining unit. And further, the Union claimed that the employer is not entitled to refer to either the oral warning itself, or the facts giving rise to the oral warning, in any subsequent disciplinary proceedings allowed in Artcle 23.

The Union argued that the employer's policy contravenes the Collective Agreement because:

a) if a matter is serious enough to be on record, it should result in a written warning under Article 23; and
b) the hospital policy is prejudicial to an employee because she is given no opportunity to grieve an oral notice at the time it is given, no notice is given to the Union, and no opportunity is given to dispute the accuracy of the employer's version—especially important if the employer's version can be later used in further disciplinary proceedings. The Union further argued that the employer's use of oral warnings in effect was an improper addition to the terms of the Collective Agreement—in fact was a re-writing of the Agreement to allow oral warnings.

The employer argued that the Union's rigid interpretation of Article 23 would mean that a written warning would have to be used in every instance, which would be odd in a professional setting. He submitted that Article 23 does not preclude the employer's use of oral warnings. Nor did Article 23 prevent the employer from referring either to oral warnings or to the surrounding events, in the context of any subsequent disciplinary action. The employer argued that the use of oral warnings or counselling was a proper tool for management to use in the supervision and correction of professional employees in the health care setting, and does not breach the provisions of Article 23.

The Arbitration Board held that Article 23 does not prohibit the employer from given oral counselling to an employee.

The Board however found that Article 23 prevents the employer from entering such oral counselling on the employee's record. Such oral counselling, because it cannot be entered on an employee's record, cannot be disciplinary in nature and cannot impose penalties. And, therefore, oral counselling cannot be grieved under Article 23. And finally, the Board found that the Collective Agreement does not prevent reference being made to oral instructions, or events underlying them, in subsequent formal disciplinary proceedings.

The implications of the award for the Union include:

a) all oral warnings/counselling/instructions should be written up in detail by the U.N.A. bargaining unit member who receives such. Employees should sign this record and date it—and keep it as the employee's documented record for further reference should need arise.
b) special care must be given to determine whether the employer's facts are accurate and if not, they should be immediately disputed.
c) Members should be aware that every oral warning/instruction/or counselling could and probably will be part of the disciplinary case being built against them.

WHEN ARE YOU ILL AND WHEN IS IT A LIFE CRISIS?

By Trudy Richardson

The grievance related to the employer's denial of sick pay. The grievor was absent and claimed sick time. She submitted a doctor's certificate verifying her illness. This illness was a direct result of the grievor's mother being diagnosed as suffering from a life-threatening illness for which there was no known cure. The grievor, as a nurse, was aware of the nature of her mother's illness and characterized it as "frightening." She described her own state as "devastated and upset" and said she "totally fell apart." She was "emotionally depressed, unable to sleep, unable to cope." Describing herself as "unable to cope with simple household tasks," the grievor was concerned about her ability to function at any appropriate level on the job. She went to her family physician who gave her a medical certificate saying she was unable to work for a stated specific time. The unit supervisor accepted this certificate from the grievor. The unit supervisor gave the certificate to the director of nursing who, in turn, gave it to the administrator. The administrator then called the doctor in question and stated that the Hospital would not accept the medical certificate.

The Hospital, through the unit supervisor, then informed the grievor that sick leave would not be granted for the entire period indicated in the doctor's certificate, but only for two days. The adminstrator also called the grievor to say that the employer was prepared to pay for only two days of sick leave because:

a) the grievor did not warrant sick leave, b) two days was enough time to cope and accept the situation, c) the grievor might soon be requiring bereavement leave.

However, he then granted her an additional two days off as a paid absence. This left two other days as leave without pay. The grievor was not paid for these two days and filed a grievance.

The Union argued that the grievor was entitled to sick leave for the time period covered by the medical certificate. The Union stated the grievor's emotional and mental distress constituted an illness as verified by a bona fide doctor's certificate. The Union further argued that the administrator had acted arbitrarily in denying paid sick leave—he assessed the situation without even seeing the grievor personally. And finally, the Union contended that granting paid sick leave for part of the grievor's absence was tantamount to admitting that the grievor was in fact ill.

The employer argued that the grievor's circumstances could not be properly characterized as an illness. The grievor's mother was ill; the grievor was merely distressed. The employer argued that what the grievor was experiencing was a "life crisis," which is quite different, the employer claimed, from an illness. Secondly, the employer argued that the medical certificate had little probative value since it provided virtually no relevant information; it covered a longer period of time than the physician could reasonably predict to have knowledge of; it was based on a cursory examination; and it indicated no therapy. The employer claimed a right to require satisfactory proof of illness and that the grievor was under the obligation to produce additional evidence to support her claim of illness.

The Arbitration Board stated that the grievor's reaction to her mother's illness could itself be characterized as an illness. Further, the Board concluded that the medical certificate was sufficient to support the grievor's assertion that she was ill and required the full stated period to recover. Finally, the Board found that in the face of the fact that the employer had not, in clear and unequivocal terms, required further medical confirmation, the employer acted unreasonably in refusing to grant full paid sick leave. The employer was ordered to compensate fully the grievor for the two days in dispute.

HEALTH & SAFETY

TREATING HEAD LICE SAFELY

The case against Kwellada shampoo

by Cathi Carr,
Research Services

The Ottawa-Carleton District Council and the CUPE National Health and Safety Department recently released their report on this joint research project.

The report looks at anti-louse shampoos which contain Lindane and which are used by workers in hospitals, nursing homes, daycare centres, correctional facilities and institutions for the mentally retarded. These products, which include Kwellada Shampoo, are often recommended for application in the home by health units and physicians.

The report states that there has been sufficient testing done on animals to suspect that Lindane is a carcinogen and a neuro-toxin, and is a hazard to those who administer it and to those to whom it is applied. Lindane's rapid absorption is combined with a tendency to accumulate in the fatty tissues, the liver and the kidneys. It remains in the body for some time and is not easily excreted. There is evidence which shows clearly that the hazards of Lindane increase with continued exposure.

The report argues that there are safer alternative pediculicides: soaps which have a coconut oil base and pyrethrins derivitives from the commercially grown plant Chrysanthemum cinerariaefolium. None of these products, including Kwellada, kill the eggs of the lice - therefore re-infestation is inevitable. The nits (eggs) must be removed manually with fingernails, tweezers, a special comb, scissors or small sticks. A strategy to monitor and manually remove the lice must be used to supplement shampooing.

The CUPE research report takes issue with the argument which suggests that Kwellada is safe when used according to label warnings which, they say, seem to have been accepted at face value by many physicians who continue to recommend it.

CUPE further suggests that the problem of misuse only provides evidence of the more overt hazards of Lindane.

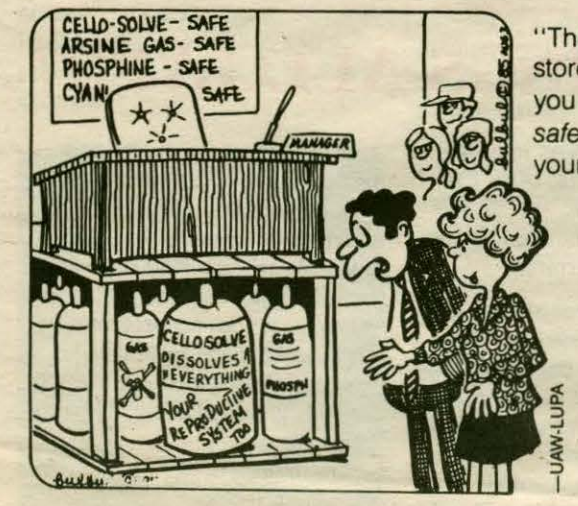
Some, who recommend the use of the Lindane solution have been qualifying their position over the past several years. They have begun to warn against the use of the product on babies under one year and by pregnant and nursing women.

The report concludes by reiterating the legitimate concern which exists about the safety of the product Kwellada; and, that there are safer alternative treatments which have been identified. CUPE is recommending to its members and to the public that they not use Kwellada shampoo or other products which contain LINDANE. It is also urging that the Department of Health and Welfare take action in the form of a banning order.

Copies of this research project can be requested from:

CUPE District Council
200 Isabella Street, 2nd Floor
Ottawa, Ontario
K1S 1V8

CUPE CALLS FOR BAN ON SHAMPOO



"The warehouse stored the chemicals you certified *worker safe* here . . . in your office."

—UAW-LUPA

A campaign to stop the use of the potentially dangerous anti-lice shampoo "Kwellada" may lead to a federal government ban on the product. The shampoo contains lindane - a chemical which causes convulsions and may cause cancer.

Lindane can enter the body by passing through the skin or through inhalation of vapour and is rapidly absorbed by fatty tissues, the liver and kidneys. It is a pesticide similar to DDT.

The shampoo can be bought without prescription and is used by employees in hospitals, nursing homes and correctional institutions. It is recommended for use by public health units across the country.

The Ottawa Board of Education has warned against using the shampoo after studying a CUPE report uncovering the potential dangers. Ottawa General Hospital has stopped using the product. The CUPE report indicates that, like other chemicals, effects may take years to appear after initial exposure.

RESPONSIBILITY OF NURSING HOME OPERATOR FOR INFIRM PATIENT

Stewart et al. v.
Extendicare Ltd.
38 C.C.L.T. 67
Saskatchewan Court of
Queen's Bench Malone J.

FACTS:

This was a lawsuit by a resident of a nursing home against the operators of a nursing home. Briefly, the facts show that the plaintiff had been admitted to the nursing home suffering from advanced Alzheimer's disease and Parkinson's disease. The plaintiff, an elderly woman, was described as being very frail, stooped over and almost completely uncommunicative. She was known to walk or pace about the nursing home in a wandering and aimless fashion. She often entered other guests' rooms, as well as offices, uninvited. Her conduct, however, was considered by the staff of the home to be harmless and was not discouraged.

Another guest of the nursing home was a certain Mr. X. He had been institutionalized since 1963 as a result of sustaining severe head injuries in an automobile accident. Mr. X had been at the home since 1967 and was confined to a wheelchair because of paralysis to his side.

He was described by the Home's medical staff as mentally retarded and, on occasion, acted like "a bad tempered 6-year old boy". Mr. X had become a problem to the other residents of the home because of his propensity to strike out with his right arm at those who came close to him when he was having one of his "bad days". He was described by various witnesses as a person who jealously guarded "his space"—that is, his room and the area immediately surrounding his wheelchair. When people "trespassed" on "his space", he would fling out his arm in an aggressive manner and strike them or ward them off. This conduct was well known to the staff of the home.

The staff of the defendant had unsuccessfully on several occasions attempted to have Mr. X moved to another facility because of his behaviour. Unfortunately, however, there was no institution in Saskatchewan that could properly accommodate patients suffering from Mr. X's disabilities.

The incident which led to this lawsuit occurred when Mrs. S entered Mr. X's room.

As a result of being pushed to the floor by Mr. X, Mrs. S sustained a fracture of her right hip and was immediately hospitalized. Her treatment and recovery was complicated because of her pre-existing condition; however she was immobilized for approximately 60 days.

In these circumstances, the Court decided that the nursing home had been negligent and had breached its duty of care. The nursing home operator argued however that it had acted according to the approved practices and had done all they could to have the dangerous resident removed permanantly. In addition the operator pointed to the condition of the admission agreement as exonerating it from liability. It stated:

"The resident acknowledges that Extendicare, by accepting the resident in the above location, shall not be in any way, providing it exercises reasonable caution and diligence,be responsible or liable for, any injury, including death, sustained by the resident while at the above location."

The trial judge however, disagreed with this view and while acknowledging the importance of the agreement then concluded that the operator of the nursing home had not exercised the reasonable caution and diligence in the care of the patient as was expected of him. In this connection Mr. Justice Malone wrote as follows:

"While I am sympathetic to the defendant's position in having to continue to care for an unwanted and potentially dangerous guest, the fact remains it had a duty to Mrs. S to make the premises of the nursing home reasonably safe for her. Upon consideration of all the evidence, *I have concluded the employees of the defendant did not exercise reasonable caution and diligence in this regard in that they failed to take reasonable precautions to prevent Mr. X from coming into contact with Mrs. S.* They were all aware of Mr. X's propensities and knew, or should have known, what would occur if Mrs. S attempted to enter his room. When I consider the evidence of Mrs. S's wanderings together with that of Mr. X's past conduct, I conclude *it was almost inevitable* that his incident happened.

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