

Letter of Understanding for Food Service Workers During the COVID-19 Pandemic



April 22, 2020

SGEU Health Provider Members:

Your SGEU Health Providers Bargaining Committee, along with CUPE and SEIU-West, recently secured a Letter of Understanding with the employer regarding the utilization of Food Service Workers during the COVID-19 pandemic.

The employer and the three unions recognize the importance of providing hot meals for patients and residents. We also recognize that the COVID-19 pandemic may impact the ability to provide this service. The LOU addresses the potential impacts and solutions.

The LOU takes effect immediately and will be in force for 30 days after the province lifts the state of emergency in Saskatchewan, unless extended as per the LOU. A copy of the LOU can be found below.

We will continue to pressure the government and SHA to protect your jobs and put measures in place to ensure all members can do their jobs safely while providing care to our clients, residents and patients.

If you have any questions or concerns, please contact: Tracey Sauer at tsauer@sgeu.org or Diane Ralph at dralph@sgeu.org.

#staysafe

In Solidarity,

SGEU Health Providers Bargaining Committee

Tracey Sauer, Chair

Diane Ralph, Vice-Chair

Joleen Brochu, Member, KTHR

Ryan Favel, Member, KYRHA

Wendy McPhail, Member, MCRRHA

Danny Hind and Kim Nordmarken, Labour Relations Officers

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC. (SAHO)

AND

SASKATCHEWAN HEALTH AUTHORITY (SHA)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) SERVICE

EMPLOYEES INTERNATIONAL UNION-WEST (SEIU-WEST)

SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION – HEALTH PROVIDERS (SGEU)

COVID-19 Pandemic & Utilization of Food Service Workers in Emergent Circumstances

The Government of Saskatchewan issued an emergency declaration on March 18, 2020, pursuant to the provisions of *The Emergency Planning Act* arising from the COVID-19 pandemic. There is mutual recognition that the pandemic will have an impact on staff in the Cook and/or Assistant Cook classification in a number of facilities and this would affect our ability to continue with food preparation, in particular the provision of hot meals for patients and residents.

This letter of understanding (LOU) shall work in concert with the provisions of the collective agreement. In case of discrepancy between this LOU and the Collective Agreement, and in the absence of specific provisions in this LOU, the terms and conditions of the Collective Agreement shall govern.

The parties agree that the purpose of this LOU is to address the potential impacts if the Employer(s) is unable to replace a Cook or Assistant Cook's shift(s) during the pandemic. More specifically, the parties have agreed on a without prejudice basis that Food Services Workers may be offered an assignment to apply heat in the preparation of prepared (ready to serve) meals, subject to the following provisions:

1. The Employer(s) shall attempt to fill the vacant Cook or Assistant Cook shift(s) in accordance with the collective agreement. This includes utilizing the call-in/relief assignment processes, temporary work assignment or performance of higher duties language, and overtime to replace the vacant shift(s). Consideration will need to be given to sustainability of staffing if multiple Cook or Assistant Cook shifts in a row need to be replaced at overtime.
2. If no qualified Cook or Assistant Cook is available in accordance with #1, the Dietary Department will shift to an emergency menu and a Food Services Worker(s) that is already working will be offered on the basis of seniority the assignment to replace the Cook or Assistant Cook and apply heat in the preparation of prepared (ready to serve) meals. If no Food Services Worker(s) agrees to the assignment, the Employer(s) will assign the least senior Food Services Worker(s) already working.

If there are sites where the only Dietary Department staff member scheduled to work is a Cook or Assistant Cook and no qualified replacement is available, a Food Services Worker will be offered

the shift, including the assignment to apply heat in the preparation of prepared (ready to serve) meals, and acceptance of the shift shall constitute agreement to such assignment.

3. Step-by-step standard work has been developed for the preparation of these meals and must be followed by the assigned Food Services Worker(s).
4. The Food Services Worker(s) shall be advanced to Step 1 of the Assistant Cook (Job #225) classification pay band in the applicable collective agreement for assigned hours.
5. The Employer(s) will replace the Food Services Worker(s) that is assigned in accordance with this LOU in order to maintain the normal staffing complement. There is mutual recognition that if the Employer is unable to find coverage the shift(s) will remain vacant.

This LOU in no way constitutes the parties agreeing that the assigned Food Services Worker(s) will be deemed to have the equivalent qualifications for the Cook and/or Assistant Cook classifications, including any application of the 2 to 1 for hours/years of education ratio outlined in the Implementation Issues – Provider Group Joint Job Evaluation LOU (CUPE – LOU #23, SEIU-West – LOU #22, SGEU – LOU #10). Similarly, this LOU shall not preclude a Food Services Worker from utilizing the relevant experience that may have been gained through this assignment.

The parties agree that this LOU will remain in effect for a period of thirty (30) days following the Government of Saskatchewan announcement to rescind the state of emergency. The thirty (30) day timeframe may be extended by mutual agreement of the parties.

This LOU may be signed in counterparts and/or by facsimile or electronic means, each copy of which, when executed, shall be deemed to be an original and all of which taken together will constitute one and the same Letter of Understanding.

Original Signed by representatives of: SAHO, SHA, SGEU, CUPE & SEIU-West