

NSUPE Local 21 Bulletin

Custodial, Trades, Security and GTM Workers of Dalhousie University

Negotiation Summary:

November 29, 2009

Negotiations for the new collective agreement are underway. The negotiation team has met with Dalhousie management for the past six Wednesdays, excluding Remembrance Day. On the first day, both sides presented their initial proposals. Since then, we have been reviewing each other's proposals and looking for areas where we can agree, and making counter proposals. Both sides agree that the contract should be reorganized so that it is clear and easier to read, with descriptive titles. This reorganization will take some time.

Some great news: Dalhousie has, without being asked, increased the amount of notice for more senior employees. They will give 20 working days notice to employees with less than 10 years of service, and 40 working days notice to those with ten years or more experience. A working day is Monday to Friday. We asked, and there are no plans to lay off employees, but rather quite the opposite.

A summary of the Union's initial proposals is on the website. Below is a summary of the significant management proposals, as well as some comments from the negotiating committee:

Article	Management Proposal	Comment
General	That we completely reorganize the collective agreement and add more subtitles.	We proposed the same thing. It will make it easier to read and find provisions.
Term Employees	Management has suggested that it may be helpful to term employees if all the articles that relate to them exclusively are in a separate section of the contract, and not mixed with the articles for regular employees like they are now.	
1 -Definitions	'Working-Day' will mean Monday to Friday.	This definition is only for the purpose of measuring time in the contract and does not refer to an individual employee's working days.
6.1 No Discrimination	That it will be possible to discriminate against people who do not know English well enough to do their duties.	
8.2 Shop Stewards	That there will be at least one shop steward for each unit.	We think the Union should be able to decide how many advocates it needs and where they come from.
9.2 Labour Management Committee	That there will be one employee from each unit on this committee.	We think the Union should be able to decide where its reps. come from.
10.1 Probation	The 1040 hours required to complete probation will only include regular hours, and not overtime hours, sick time, etc.	

11.2 Students	Students who are employed with Security Services will not be part of bargaining unit.	
13 Seniority	Seniority will not include overtime worked.	We have agreed to this. We have an outstanding proposal that seniority will continue to accrue on parental leave.
13.3 Seniority list	The Seniority list will be posted every January, reflecting seniority as of that December 31 st . You will then have 3 months to inform management of any errors, but after the three months, the list is considered final.	We feel that there shouldn't be a time limit to correcting errors.
16.5 Lay off	Regular employees with less than 10 years service will get 20 working days notice of lay off and those with more than 10 years will get 40 working days.	This is a good improvement.
18.3 Wages	You will have to work at least 8 consecutive hours in a higher classification to get the higher classification's rate of pay.	
19.3 Overtime	Work from home will be paid by the 15 minute increment. If you come into work within 4 hours of the initial call, then you get the 4 hours of call in pay only and not the work from home pay.	We propose that the minimum unit of pay for any work at home is 1 hour, to be paid at time and a half.
24.2 Tuition Waiver	The definition of spouse will be updated.	
27.5 Vacation	After January 1 st of each year, management will ask you your preference as to when you want to use your unused vacation entitlement, and then they may schedule it.	We've proposed waiting until March 1, then asking employees their preferred dates for using up vacation and/or carrying some over. If an employee doesn't respond, then Dal could schedule the vacation to be used.
27.9 Vacation upon Termination	Rewording to clarify that if you are terminated you will receive all the vacation that you have accrued.	After a couple of back and forths, we've agreed to rewording that is a lot clearer.
28.1 Sick leave	The definition of sick leave will also include that an employee is seeking appropriate medical treatment	The whole issue of sick leave and the standing directive is going to need a lot more discussion.
28.2 (1) Sick leave accrual	Change the accrual to be stated in hours rather than days (i.e. accumulate 10 hours a month to a maximum of 1600 hours, instead of 1 ¼ days per month to a maximum of 200 days.)	
28.7 Family sick leave	Where no one other than you can provide care for your ill child, spouse or parent, you will be able to use up to 40 hours of sick leave.	Dal's proposal would narrow the relationships the leave is available for but allow for caring for immediate family members even where they don't reside with you.
Definitions, and 30.3, 30.4 Retirement	'Post-Retirement Employee' will be a new employment category. Post – retirement employees will get 8 hours sick leave per month and are not covered by the general sick leave provisions of Art. 28. Post-retirement employees will not get probation, or any notice of lay-off, or protections against discharge, suspension or discipline.	We have concerns that this will discriminate against people because of their age, and that it will leave older workers with fewer benefits and protections.
31.7 Pregnancy Leave	Seniority will accumulate during pregnancy leave for the purpose of lay-off and job posting.	We think seniority should accrue during pregnancy leave for all purposes, and that seniority should also accrue during parental leave.
36.6 Payroll	It will be the employee's responsibility to keep Dal informed of their banking info, and if you do not, then you will not be paid until the next pay period following having provided the information.	

NSUPE CONTACT INFO:
Business Agents/Lawyers:
Adam Panko & Nancy Elliott

e-mail: panko@smelaw.ca or elliott@smelaw.ca

Ph: 422-6055 Fax: 429-7655