

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES

NSUPE LOCAL 14

NEGOTIATIONS UPDATE

July 8, 2008 (9 pages)

Library seeking major concessions ...and minor ones too!

That will teach us to scale back our proposals to a minimum. Although the Union presented an uncharacteristically modest package of initial proposals, the Library came in with a whopping big package.

Management negotiators say that in preparing for negotiations, they read through the contract in detail and their proposals are intended to create efficiencies in operations, clarity, streamlining and more balance. They are not, they assure us, looking for a major clawback of monetary provisions and this is "not an assault on the union".

HPL proposals include:

- removing librarians, human resource assistants and finance assistants from the union (26 members).
- permitting contracting out for any reason.
- no restrictions on hours of work for all public service employees
- severe limiting of the leaves of absence.

To their credit, during the first seven days of negotiations, management has dropped a number of their initial proposals. Details of those are outlined

below.

INTERESTING DISCUSSIONS

In some cases, other than to introduce a topic, there are some proposals on both sides of the table that we've barely talked about yet. In other cases, we've had some good discussions.

For example, CEO Judith Hare provided a thorough, and even at times persuasive, explanation of the employer's proposals for removing restrictions on contracting out and reducing the timelines for notice of layoff and bumping. She very clearly stated, at least twice, that the Library has no plans to contract out.

However, Ms. Hare noted that if an opportunity arises for the Library to economize through, for example, having a function carried out jointly with another body, that it would be difficult to defend not pursuing that. As for reduced notice periods for layoffs and bumping, she noted that the longer it takes to make cuts, the more cuts necessary to achieve the savings needed within a particular fiscal period.

Union negotiators pointed out that public service was almost invariably adversely affected by contracting out, and that we were none too eager to make it

easier for the Library to get rid of our jobs.

As for timelines for bumping (see Art. 7), although our first inclination is to keep them as they are, the negotiating team is still mulling that one over. If anyone wants to give some input on that, please contact one of the members of the union negotiating team – Carrie Muller, Kim Velcoff, Helen Hughes, Zoey Roy and Lisa Verge.

WORKING HOURS

We had another interesting discussion around hours of work arising out of HPL’s proposal that it be able to require full-time employees to work on Sundays. Ms. Hare suggested it would lead to more full-time and benefits positions, but details of how many hadn’t been worked out. It also hadn’t been worked out how shifts would work given that full-timers work seven hour shifts and branches are only open for three hours on Sundays.

Helen Hughes was able to provide

the history that led to full-time employees ceasing to work on Sundays and why members would not be open to going back to that (at least not without some sort of premium pay or lieu time).

HPL indicated the Union’s proposal for having full-timers be required to work only one night a week would be a scheduling nightmare. The Union has since withdrawn that proposal.

There has been no discussion yet on the union’s proposals on earned days off and flexible working hours.

AGREEMENT REACHED

There has been agreement reached on quite a few things, the most notable being:

- two additional days of family sick leave (but they all come out of your sick leave)
- medical and dental appointments not being counted as incidents in attendance management
- language on providing medical information where an employee has requested accommodation.

There’s still a lot to do.

A summary of where things stand is below. Please keep in mind that things can change quickly during negotiations, and some of this may already be out of date by the time you read it.

The employer’s negotiating team is composed of Cathy Maddigan, Al LeBlanc, Andrew Poplawski, Kathleen Peverill, and Francisca Goldsmith (who was away the first six days of negotiations).

Two more days of negotiations are set for next week and then not again until August 13.



CHANGES AGREED TO OR ALMOST AGREED TO:

Changes that don't change the meaning, are very minor, or are only grammatical may not be set out. For exact wording, please see a member of the negotiating team. Yes, we know this is a lot to read through – but we want you to be informed, and besides, think how many times your negotiating team has had to read through it all.

| TOPIC | CHANGE | COMMENT |
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| 1.01 Definitions | <p>“Term Position” - is a permanent position that is temporarily vacant and temporarily filled.</p> <p>– anywhere she/he, her/him, etc. is used in contract will be changed to “she”, “her” etc.</p> <p>– a new article sets out that a reference to gender includes all genders unless it is inconsistent with the context.</p> | <p>– some wording was removed from the definition of “employee” and separated into this new Article.</p> |
| 2.01 Employer Rights | <p>– amendments setting out that, subject to the collective agreement, the employer’s rights include directing work, maintaining safety and security, make and enforce policies and procedures, determine standards, hours of work and work schedule.</p> | <p>– employer had all these rights before.</p> |
| 3.04 Union Rep. | <p>– clarification of when an employee has a right to a union rep.: if a formal investigation “may reasonably lead to discipline”, you can have a rep. If the employer is seeking clarification of events or issues, then you’re not entitled to a rep.</p> <p>– any records of discipline will be provided to the union office in the timely manner</p> <p>– union leave provisions will be moved to Art. 3 from Art. 18</p> | <p>– arose out of HPL proposal. NSUPE’s proposal to receive at least 48 hours’ notice of a disciplinary meeting remains outstanding.</p> |
| 4.09 Clothing & Equipment | <p>– all clothing, gear or equipment issued to employees will only be used in the course of duties.</p> | <p>– HPL proposal. The clause previously only referred to clothing.</p> |
| Job Descript. | <p>– employer has agreed to provide job descriptions for all positions within 12 months of contract being signed.</p> | |
| 4.02 Discrimin. | <p>– no mandatory retirement.</p> | <p>– reflects legislation that will take effect in 2009</p> |
| 4.03 Harassment | <p>– complaints of harassment made with a malicious intent may result in discipline.</p> | <p>– arises out of HPL proposal.</p> |

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| <p>4.11 Inclement Weather</p> | <p>– new provision allowing you, where operational requirements permit, to leave work early due to inclement weather and take vacation or make up the time later.</p> | <p>– close to agreement. Arises out of NSUPE proposal.</p> |
| <p>5.03 Loss of Seniority</p> | <p>– addition restating that a temporary employee loses seniority after one year of last having worked for HPL.</p> | <p>– HPL proposal. Was already set out in Art. 5.01(b).</p> |
| <p>6.01 Job Postings</p> | <p>– postings will be done electronically via e-mail.</p> | |
| <p>6.03 Job Appts.</p> | <p>– if a job is vacated within 90 days of an appointment, employer will fill the position by going to the next qualified applicant.</p> | <p>– this is up from 60 days, arising out of an HPL proposal.</p> |
| <p>6.05 Temp. Appts.</p> | <p>– where an employer “requires” an employee’s specific skills at a branch, the employee may, with consent, be transferred for up to 90 days.</p> | <p>– the word “requires” used to be “desires”. This arose out of an HPL proposal but we think it’s a tiny improvement for members.</p> |
| <p>8.-- Steps on Appt.</p> | <p>– if an employee is appointed to a position in a lower pay level, she will remain at the same step as in her original position and her anniversary date will become the new anniversary date. – if an employee is appointed to a position in the same pay level, she will remain at the same step and retain the same anniversary date.</p> | <p>– we’re close to agreement on these new provisions (which we think reflect what has been happening.) NSUPE compromised on its original proposal to have employees going to lower pay levels keep their anniversary date: going up or down will be treated the same in terms of the anniversary date.</p> |
| <p>8.05 Work in another classification.</p> | <p>– assignments to work in another classification are still subject to art. 6 (job postings) but no longer have to be in writing.</p> | |
| <p>8.06 Mileage</p> | <p>– increase in mileage rate to \$0.46/km.</p> | <p>– this is already payable under provision that if HRM increases its amounts, HPL amounts also increase.</p> |
| <p>8.08 Meal Allowance</p> | <p>– meal allowances are increased to \$13 for breakfast, \$15 for lunch, \$27 for supper, and if HRM increases its amounts, HPL amounts will also increase.</p> | |
| <p>9.03 Job Evaluation</p> | <p>– an application for a re-evaluation shall be signed by the employee’s supervisor “and” manager, who may each attach comments.</p> | <p>– the “and” used to be “or”. Arises out of HPL proposal. – HPL wants the JEC to meet twice each year; the union has countered that the JEC will meet at least twice each year unless there’s no business to conduct.</p> |

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| <p>11.01 Work Day for Full-Timers</p> | <p>– union agreement is no longer needed to adjust starting and ending times of shifts.</p> | <p>– agreement of employer and employee is still needed. NSUPE made this proposal in response to an HPL proposal that HPL could adjust starting and ending times as required.</p> |
| <p>12.02 Time Off in Lieu</p> | <p>– where an employee chooses to receive time off in lieu for working overtime, within 30 days of working the overtime, she and the employer must agree on when the time off will be taken.</p> | <p>– HPL said there was a problem with employees banking TOIL and then wanting to have it paid out in lump sums that weren't budgeted for in extra hours budget.</p> |
| <p>15.03 Lieu time for a holiday</p> | <p>– language mirroring Art. 12.02 above.</p> | |
| <p>17.03 Sick Leave Advance</p> | <p>– sick leave advances will be at the request of employees</p> <p>– advances are only available where at least five consecutive days of the employee's regular schedule is needed.</p> <p>– advances will be recovered when an employee returns to work at the rate of ½ of the employee's accumulation each month.</p> <p>– the employer may deny an advance where an employee has had one within the previous 12 months.</p> <p>– an employee who has been advanced sick leave and resigns, is dismissed or retires, is subject to having the outstanding balance of the sick leave advance recovered.</p> | <p>– previously advances were automatic even where an employee didn't want the advance</p> <p>– it had been suggested that part-timers couldn't receive advances if they didn't work five consecutive days.</p> <p>– the previous recovery of ½ day per month meant employees with large advances (and there are some) would take years to have them recovered. HPL originally proposed that it be recovered at the rate of all the employee's accumulation.</p> <p>– this mirrors language in the vacation article.</p> |
| <p>17.04 Med. & Dental Appts.</p> | <p>– pre-approved absences due to an employee attending a personal medical or dental appointment will not be counted as an absence in any attendance support program carried out by the employer.</p> | <p>– yaaay!</p> |
| <p>17.05 Family Sick Leave</p> | <p>– full-time employees may take up to 84 hours of family sick leave but it is all deducted from an employee's sick leave entitlement.</p> | <p>– previously, you could take up to 70 hours of family sick leave and the last 14 hours weren't deducted from your sick leave entitlement (because of an EI program that has since been cancelled).</p> |
| <p>17.07 Medical Certificates</p> | <p>– where an employee requests an accommodation of a medical condition, she will provide sufficient medical information for the employer to determine its obligations. Where the medical</p> | <p>– this is a new article arising out of a number of HPL proposals surrounding medical information.</p> |

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| | information is deficient, the Employer will provide the employee with details of the deficiency and give her the opportunity to provide additional medical information. | |
| 17.09 Benefits while Ill | – an employee who is sick, has no sick leave left and won't be eligible for LTD or WCB, who wants to upgrade her benefits plans is responsible for paying for paying the entire difference in the costs of the original plan and the upgraded plan. | – NSUPE negotiators don't think this situation will arise very often (if ever). |
| 18.01 Bereavement Leave | – employees who are administrators or executors of estates are entitled to two days paid leave in addition to bereavement leave. – employees may make requests for extensions to bereavement leave through their managers but the decision will be made by the Director of Human Resources. | |
| 18.02 Compassionate Care Leave | – clarifies that compassionate care leave is unpaid. – definition of family member for whom an employee can receive compassionate care leave is expanded. | – reflects changes to legislation. |
| 19.03 Sickness during pregnancy | – the employer may request medical documentation from an employee prior to making an accommodation of a pregnant employee who is concerned about her safety or that of the fetus. | |
| 25.03 Deferred Salary Leave | – the employer will hold all deferred funds, interest and earnings in trust for the employee and pay them out during the leave on regular pay days. | – the current provision for what happens to deferred funds don't work. |

Outstanding & Withdrawn Items

As with the agreed items above and in the interests of saving paper, those items of a very minor nature may not be included in the following lists. It's also possible that in going through all the paper, we've missed some things and, if it's something big, we'll try to note that in the next update.

OUTSTANDING EMPLOYER PROPOSALS

which means they are still on the table as changes the employer would like to make, and the union has said no to at least once:

- removing Librarians, Human Resource Assistants and Finance Assistants from the Union.
- Union e-mails are subject to HRL and HRM policies [and so may be monitored].
- deletion of article providing that employees will receive a copy of anything placed on their file, and that nothing from the file will be used against an employee if she hasn't been made aware of it in a timely manner (but employer

has said it will be making a counterproposal).

- disciplinary records won't be removed from employee files unless 30 months have passed without further discipline of any kind. [Right now, discipline is removed after 30 months unless there's been a similar offence.]

- loss of seniority if an employee on a leave of absence accepts another job without permission from HPL.

- an employee with a disciplinary suspension will not be considered for a job for 24 months. [The employer originally proposed that an employee with discipline of any kind would not be considered for a job appointment for 30 months.]

- probationary period is 180-days "actively at work" and, if the employer decides to extend that by 90 days, it doesn't have to provide notice of the improvements needed. [The Union has countered with a proposal to both of these items that where the employer extends a probationary period it will provide notice of the improvements needed or that, because of an employee's absence, a longer period of time is needed to assess performance.]

- limit on ability of employees in non-rural branches to have more than one position where the employer wants the employee to be available for extra work.

- red-circling [which is a freezing of wage rates] of one remaining employee on priority placement list.

- reduction of notice period for changes in staffing to 30 days from 60.

- contracting out for any reason on 30 days notice even if means job loss. [The current contract (Art. 7.04) provides that contracting out will not result in the dismissal, layoff or reduction in pay of any bargaining unit member.]

- the reduction of a position of 10 hours or less bi-weekly would not be considered a layoff.

- general notice of a layoff and displacement would be reduced to 21 days from 45, and specific notice to employees from 21 days to 7.

- employer would have discretion to pay new employees at higher than step 1.

- where a job is placed at a higher level as a

result of a re-evaluation, the higher pay would be retroactive to the date the job evaluation committee did the re-evaluation [instead of when the employee applied for the re-evaluation].

- an employee whose job goes down a level as a result of a re-evaluation would have her pay red-circled or frozen until the pay rate of the lower level catches up to what she is making [and the employer and the union continue to disagree on whether the employer can unilaterally initiate re-evaluations].

- where operationally necessary, removal of limit for full-time public service employees to no more than 2 evenings a week, two Saturdays in four and not on a Sunday

- removal of limit for part-time employees to no more than 2 evenings a week.

- work schedule can be changed without notice where operationally necessary.

- if extra work is cancelled without 24 hours notice, the employer will pay for the extra hours. [HPL initially wanted not to have to pay for cancelled shifts even if there was no notice.]

- notwithstanding seniority, when scheduling vacation, full weeks of vacation would take priority over single days.

- employees returning from sick leave must give as much notice as possible and at least 24 hours notice if absent for than a week and 5 days notice if absent more than a month. [NSUPE has said it will agree to 48 hours notice for a return if absent more than a week and 5 days if absent for more than a month if HPL leaves the provision for paying for extra hours cancelled on less than 48 notice as is.]

- unpaid leaves of absence or reduced hours to attend to personal or family matters will be limited to 30 days. [It's been agreed that the parties should discuss leaves and so these articles have been put on hold for the moment.]

- no secondments.

- unpaid education leaves would only be available where it related to the employee's present or potential employment with HPL.

- reduced time periods for union to file grievances and move them through steps.

- mandatory time limits for grievances [which

means grievances could be defeated on technicalities rather than determined on their merits.

- four-year agreement. [The Union has

PROPOSALS WITHDRAWN BY EMPLOYER

which means the language will stay the same as we have no you don't have to worry about them except to know that these are things the employer has thought about:

- making "qualifications" have the same definition for both job appointments and layoffs.
- restrictions surrounding when union reps. and business agents can confer with members [which are already followed for the most part].
- deletion of article permitting an employee to withdraw a resignation within two days of having submitted it.
- new article that employees who don't return clothing or gear provided by HPL in good working order shall have the value of the items deducted from their wages.
- loss of seniority if an employee is absent without leave for more than one day.
- new article that if an employee has been interviewed for the same position in the same classification in the previous 12 months, the employer may choose to rely on the results from the previous interview instead of interviewing again.
- amendment that job applications from temporary employees with terms of more than 12 months will be considered with applications from permanent employees [but see outstanding union proposal below.]
- 45-day increase in length of time employer can fill a temporary vacancy without a posting, and provision that the union will not unreasonably withhold agreement for further extensions.
- ability for employer to change Systems and Delivery schedules without notice.
- deletion of provision that where a location is closed on less than 48 hours notice, an employee will receive her regular pay.
- where a floater regularly refuses work over a

proposed a two-year agreement but has said the length will depend on the wages.]

- no retroactive pay.

12-month period, she will be terminated [but NSUPE agreed in discussion that, depending on the circumstances, a floater who regularly refuses work, may be susceptible to termination]

- deletion of article setting out that an employee will receive standby in addition to other pay and whether or not work is performed.
- an employee who needs to leave work due to illness must seek their supervisor's approval before doing so. [We said employees did this anyway.]
- an employee must give at least 2 hours notice of absence due to illness. [You still have to give as much notice as possible.]
- if an employee uses sick leave or may require accommodation, the employer may require an employee to attend a medical exam by a doctor of HPL's choosing.
- addition to the provision that an employee retains the right to her position while off sick for 24 months "unless the position must be filled due to operational requirements specific to that position".
- an employee who has been absent from work due to illness for 27 months will, subject to a duty to accommodate, lose her seniority and employment.
- an employee who travels to or attends training on her day off would receive up to seven hours pay or time in lieu, and it wouldn't count towards overtime. [Current language says that you receive seven hours pay, and we would say it counts as work time.]

OUTSTANDING UNION PROPOSALS

In looking at these, you should remember that monetary proposals are left to the end of negotiations and a number of the union's proposals are monetary:

- providing temporary employees with terms of "12 months or more" (a change from "more than 12 months") with paid sick leave, vacation and benefits.
- making the probationary period not apply to temporary employees until they become permanent.
- receiving at least 48 hours notice of a disciplinary meeting or formal investigation.
- prevention of electronic monitoring and surveillance of individual work performance, surreptitious recording, and provision of advice to the union when electronic surveillance is implemented for security reasons.
- having temporary employees gain seniority in the same way as permanent employees (instead of by hours worked)
- giving temporary employees who become permanent seniority back to their date of hire (provided there's no break in service).
- sending an e-mail to job applicants saying they've been screened out because they didn't meet the qualifications or won't be receiving an interview because of the number of qualified applicants.
- permitting probationary employees to apply to and go to new jobs (but they would have to serve their entire probation in one job before being deemed as passing probation).
- having bargaining unit work at Homebound North carried out by union members after current volunteers cease their work.
- having part-time employees move to the next step in their pay level on their one-year anniversary in the position (instead of two).
- having employees appointed to a higher pay level receive a 4% increase over the highest-paid position held by the employee.
- when a job is placed at a higher level as a

result of a re-evaluation, the employee will receive the pay of the higher classification at the same step and with the same anniversary date as prior to the re-evaluation.

- extension of benefits to employees who work more than 40 hours bi-weekly in two or more positions added together.
- time off work for employees once per year to attend one benefits or pension information session.
- extension of benefits to retirees up to age 75 on same cost-share basis as employees at work.
- flexible working hours and earned days off where operational requirements can be met.
- two breaks for employees who work 6 or more hours a day (instead of in a single shift), and one break for employees who work less than 6 hours a day.
- no employee will be required to work more than 4 hours or take more than 4 hours vacation on Christmas Eve and New Year's Eve.
- ability for employees wishing to take vacation, lieu time or reschedule time for cultural observances.
- six weeks vacation for employees with 20 years service.
- paid vacation and sick leave for clerks, LA1s, LA2s and LA3s designated for less than 20 hours a week who have more than two years service (instead of having to have three years service).
- pre-retirement leave of 90 working days instead of calendar days.
- estate to receive the equivalent of any pre-retirement leave an employee was entitled to at the time of death.
- union hasn't yet made its proposals on the cost-sharing of benefits or wages.

PROPOSALS WITHDRAWN BY UNION

- There's only one, and that is that public service employees will not, without consent, be required to work more than 1 evening a week.

We're proposing to stick with no more than 2 evenings a week.