

NSUPE Local 14 Bulletin

Halifax Public Libraries Workers

April 4, 2007 (2 pages)

Switcheroos not allowed

Except for sometimes...

Here's what happened: management permitted two full-time employees who work at the same branch at the same level to permanently trade positions.

NSUPE Local 14 questioned the switch and was told that the change was necessitated by medical reasons. HPL was less than forthcoming with further information (and by that we mean information about whether there was medical documentation, not private information about what the medical condition was).

As the union shares the duty of accommodating medical conditions with the employer and made its inquiries somewhat belatedly, it was decided that this particular switch would not be grieved or otherwise challenged.

EMPLOYER ON NOTICE

However, the union put HPL on notice that, except in very unusual circumstances such as the accommodation of a medical condition, it views two members switching positions without the posting process being followed to be a violation of the collective agreement. Permitting a trade of positions without posting means that other members lose the opportunity to apply and is contrary to Article 6.02(a) of the collective agreement requiring that appointments be based 85% on merit, 10% on references and 5% on seniority.

The union also advised HPL that it

expects to be consulted on accommodation issues where they affect other members or require a deviation from the contract.

PROCESS OF ACCOMMODATION

When medical documentation indicates an accommodation is needed, the union first looks to see if there is some change that can be made to the member's job or workplace that allows her/him to remain in her/his own position. Only after that proves not to be viable do we look to alternate positions, first within the bargaining unit and, if that doesn't work, to positions outside the bargaining unit.

Employers and unions have a legal duty under provincial human rights legislation to accommodate disabilities to the point of undue hardship. What constitutes undue hardship is often a very difficult question to answer, and depends on the circumstances of each individual case.

UNION CONTACTS

- Carrie Muller President
- Kim Velcoff Secretary
- Kelly Lynch Treasurer
- Penny Bambury Vice-President
- Norma Corbett Vice-President
- Debbie Lambert Vice-President
- Paulette Mosher Vice-President
- Doug Wournell Vice-President
- Union office 422-6055
- Union e-mail nsupe@ns.sympatico.ca
- Union website: www.nsupe.ca

Overtime grievance settled

When one of our full-time members was notified that HPL needed her to work temporarily in another position because of the unanticipated absences of other employees (see Art. 6.05(b)), our member said she was very willing to do so but that she expected to be compensated for the short notice of change to her working hours. Her regular position involved weekday daytime hours but the temporary position required evening and weekend work.

HPL initially took the position that because the employee had accepted a back-up position she had agreed to change her hours without notice. NSUPE Local 14 filed a grievance claiming overtime for any hours outside the employee's regular hours that occurred during the first 14 days from the time she was notified she was being re-appointed.

THE CONTRACT SAYS...

The union's position was based on two collective agreement provisions: Article 11.06(a) says that working hours will be

posted at least 14 days in advance and there won't be any changes unless the employee agrees. Article 12.01(c) says that any work performed other than during the hours provided for in Article 11 constitutes overtime. There is nothing in the collective agreement about backup position.

After some discussion, the grievance was resolved by HPL paying the overtime claimed.

THINGS TO THINK ABOUT

Arising out of this, there are two things we need to keep in mind and/or think about. First, in some cases you may want to agree to change your hours on less than two weeks notice, particularly if you would be working in a higher level or if you're a part-time employee who will be getting extra hours. Second, we need to think about whether Article 11.06(a) needs to be changed in some way to deal with a change in hours that comes about because an employee has returned from leave earlier than expected.

Thanks Received For Scholarship

A lovely card for NSUPE Local 14 arrived with the following handwritten note inside:

I'd like to thank you for your donation in the Linda Brand Memorial Fund, and sincere thanks for caring about MSVU students!

From: Chrissy Murrin

MARK YOUR CALENDARS!

NSUPE LOCAL 14 MEMBERSHIP MEETING

Monday, June 4
Helen Creighton Room
Alderney Gate Library

Agenda:

Elections for all union positions, including Executive, Executive Council, Health & Safety, Labour-Management, Job Evaluation, Board observers.