

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES

NSUPE LOCAL 21

NEGOTIATIONS UPDATE

Trades, Maintenance, Custodial, GTM Workers of Dalhousie University

June 13, 2010 (9 Pages)

Dal makes contract offer

On Thursday, we received a collective agreement offer from Dalhousie. We're still a long way apart on wages, but Dalhousie negotiators say they've given us all they've got. We made a few inroads on non-monetary items. This bulletin is intended to provide you with details of Dal's offer.

At the the last NSUPE Local 21 membership meeting, members voted not to vote on whether to pay increased pension premiums until a new collective agreement was reached. Since Dal needs an answer on the pension really soon, the union committee decided to try to jumpstart things by slashing and burning its outstanding proposals down to what we considered to be the more crucial issues.

The employer responded by making compromises on some of those more crucial issues – well, the non-monetary ones anyway.

HIGHLIGHTS OF OFFER

Wages: The wage offer is actually the lowlight of the offer. Dalhousie is offering across-the-board increases of:

3% as of July 1, 2008

3% as of July 1, 2009

1% as of July 1, 2010

We asked for across the board increases of

\$1.25 an hour each year. Under Dal's offer, some members won't receive a total increase of \$1.25 over the whole contract, let alone in a year.

Retroactivity: Retroactive pay for 2008 and 2009 will be paid to those who are employees on the date of ratification and those who have retired since July 1, 2008, to the date of ratification.

Classification Adjustments: Although we consistently advised that we wanted all monies to go into across-the-board increases, Dal has offered adjustments for some classifications ranging from \$0.17 an hour for Access Control Mechanics 2 to \$0.54 an hour for Security Workers.

Bereavement leave: Bereavement leave for spouses, children and parents will be increased to five days from three.

Paid lunch: Security Officers will have their half hour lunch paid. Security Officers previously were working what was arguably a 12-hour, 15 minute day, and only being paid for 11½ hours.

Standing Directive: It will still be in the contract, but the employer agrees, in writing, not to apply it during the term of the collective agreement and to remove anyone who is on it as of the date of ratification.

Parental leave: Top-up of employment insurance benefits for 10 weeks will be extended to biological fathers.

Foreperson appointments – foreperson positions anticipated to be longer than 6 months or that are actually 8 months will be posted bargaining unit wide. Provisions were agreed to that deal with overstaffing created by foreperson appointments and what happens if Dal decides it no longer needs a foreperson.

Layoff Notice: Employees with more than 10 years of service will receive 40 working days notice or pay in lieu of notice, up from 20 days.

Union representation: You can have union representation during complaints of harassment and discrimination.

Discipline: A clause saying that the penalty meted out by the employer can't be varied by an arbitration if the action is proven will be deleted.

Union leave: Union leave is no longer limited to 5 days for an individual member and 20 days for the whole bargaining unit for the year.

Grievance process: The informal step of the grievance procedure is no longer mandatory.

WHAT'S NOT IN OFFER

We didn't get everything we asked for initially, but neither did Dal. Some of the more disappointing things (aside from the wages) we couldn't get were:

- job appointments based on seniority.
- seniority and preferences taken under

consideration when employees' locations are being changed.

- no standby. The standby provisions, including the rates, remain exactly as they were in the previous agreement. Dal had offered a minor increase to the standby rate but we asked that the money be put into wages.

- an increase in the maximum amount of time accumulated.

- language assuring us that overtime will be offered equitably (although Dal gave verbal assurances that it would continue to do so).

- reimbursement for the costs of obtaining medical certificates.

- shorter time periods for keeping discipline on file.

- accrual of seniority during parental leave and the first 24 months on LTD and workplace injury.

- provisions concerning inclement weather.

- shift premiums will remain the same. Dal had offered small increases, but we asked that the money be put into wages.

MONEY WOES

At last week's negotiating session, Dalhousie brought in Ken Burt, VP of Administration and Finance, to provide an overview of the university's financial situation and some of the considerations that went into its wage package. He was accompanied by Kathryn Sheehan and Jeff Lamb. Mr. Burt says there are three elements affecting this year budget:

1. Pension solvency: in order to meet legislative requirements, an approximate 4% increase in premiums is needed. If employee groups don't agree to cost share a premium increase, it will result in a 2.5% budget cut across the board. When asked, Mr. Lamb advised that that translates into a cut of approximately \$400,000 to Facilities Management and the two obvious places to

look at would be contract services and employee cuts.

2. Provincial funding: the university had received funding under a memorandum of understanding that expires this year. In entering into negotiations with the province, Dal believes it's important to be able to withstand scrutiny on its spending, including taking into account the province's mandate with respect to public-sector collective bargaining.

3. Decrease in student population: It's anticipated there will be a 20% decrease in student population over the next decade.

We were advised that the non-union Professional and Managerial Group will be receiving a 1% salary increase on July 1 and a \$500 Health Spending Account (HSA). When asked why the HSA wasn't being offered to NSUPE Local 21, we were told it would be part of the total compensation package and so, to offer it, it would have had to come out of the wages. Further, we had not requested it and had clearly said wages were our priority. We were told that if it is something we're interested in, we could raise it at the next round of bargaining.

LOTS OF WORDING CHANGES & REORGANIZATION

NSUPE's usual practice is to try and inform members of all but the tiniest of amendments to a collective agreement that is being proposed. However, in this case, a LOT of effort was put into rewording and reorganizing and titling contract provisions to make it easier for everyone to find things and understand them.

What that means is that there will be changes in some provisions that aren't mentioned in the table below. If a change isn't mentioned, it is because the new wording is intended to mean exactly what the old wording did or because it's purely a housecleaning item like changing "steward" to "advocate" or it's something minor that we can't imagine someone having an objection to (or it's something that we missed in preparing the summary, in which case we apologize for the error).

It's possible that by rewording something, we have inadvertently changed the meaning. We hope that hasn't happened but we won't know until down the road. The good news is that a collective agreement isn't forever.

Subject	Change	Comment
Definitions	– "spouse" means a person who is in a marriage or other formal union recognized by law with an employee or has cohabited with an employee in a conjugal relationship for at least 12 months as the employee's spouse. – "union advocate" means an employee in the bargaining unit appointed by the Union to assist members in matters arising under the collective agreement. – "working day" means Monday to Friday and excludes holidays.	

Subject	Change	Comment
Students	<ul style="list-style-type: none"> – clarification that students funded through Student Services and supervised by Facilities Management, including students in Security Services, may be hired provided they don't displace bargaining unit members. They are excluded from the union. 	
Term Employees	<ul style="list-style-type: none"> – if terms work 3760 hours in a 24-month period, they will be offered a regular position. The 24 months will be extended by any period that the term was off for longer than 20 working days due to an approved workplace injury or pregnancy leave. – term employees can be a union advocate or sit on the Labour-Management committee if they have at least one year of service. – it's been clarified that term employees receive the same overtime pay, call back and standby pay as regular employees (but they aren't entitled to time off in lieu). 	<ul style="list-style-type: none"> – the first sentence isn't new, but the second one is.
Union representation	<p>New provision that says that an employee taking action or responding to a complaint of harassment or discrimination under the collective agreement or an employer policy is, at the employee's option, entitled to union representation, including during any meetings held with the employer.</p>	<p>Dal was fairly resistant to this at first.</p>
Committees	<ul style="list-style-type: none"> – New clause saying the parties recognize the desirability of achieving employee representation from various units on joint committees. – Alternates to the Benefits Committee and the Security & Parking Committee will only attend meetings when the regular member is unable to attend. – Amendment to state that the current practice of permitting the alternate to the Pension Advisory Committee to attend meetings in addition to the regular member as an observer will continue during the term of the collective agreement, subject to operational requirements and the agreement of PAC. 	<ul style="list-style-type: none"> – This is a takeaway from the current collective agreement. – Dal had originally wanted the PAC alternate to attend meetings only when the regular member was unable to attend.
Probation	<ul style="list-style-type: none"> – The probationary period will be 1,040 hours worked to a maximum of one year. – A probationary employee who has been terminated will be provided feedback as to why s/he wasn't successful. 	<ul style="list-style-type: none"> – This puts a definite maximum end time on a probationary period. We would have liked a few more improvements to this clause.

Subject	Change	Comment
Seniority	<ul style="list-style-type: none"> - Clause added in clarifying that seniority will not accrue during overtime. - Clause added in for term employees that a break in service of 14 days or less than includes Christmas Day does not constitute a break in service. 	<p>Terms do not accumulate seniority but if they become a regular employee without a break in service, their seniority will then be credited back to her/his most recent date of hire.</p>
Loss of Seniority	<p>An employee will lose seniority and employment if s/he is absent for more than 7 consecutive calendar days [previously 5 working days] without permission.</p>	
Job Appointments	<ul style="list-style-type: none"> - If there's a delay in the decision to post or to withdraw a vacancy or not fill a vacancy, Dal will, upon request, provide reasons. - "The Employer will only consider applications from outside the bargaining unit after it has been determined that no bargaining unit member will be awarded the position in accordance with Article 14." 	<ul style="list-style-type: none"> - This may not be much of a change in current practice, but it is a huge improvement in the language which previously said that Dal would "attempt" to fill postings, "where possible" from among its existing employees.
Fore-person	<ul style="list-style-type: none"> - Dal will maintain a list of employees interested in being assigned as a general or working foreperson, and consider these individuals when assignments are available. The responsible supervisor will make assignments and change them as deemed necessary or desirable. Employees appointed under these circumstances will receive the foreperson premium for the hours s/he works but not during any absences. Dal won't appoint a foreperson for a temporary period of less than 6 months if it results in the overstaffing of a crew. - Where it's anticipated a foreperson assignment will be for more than 6 months, or an assignment actually lasts for 8 months, the opportunity will be posted and appointed in accordance with the posting provisions, except where the employer and the union agree in writing to a longer term without posting. Anyone appointed under this article will receive the foreperson premium as part of her/his base rate. - If the posting and appointment of a foreperson results in an overstaffing of a crew, the employer will offer voluntary reassignment to members of that crew. If no one volunteers, the least senior employee will be transferred to an available assignment. An employee who moves to different hours will be offered the next 	<ul style="list-style-type: none"> - Yes, it's all a bit complicated. The bottom line is that we wanted long-term foreperson positions to be posted bargaining unit wide so that everyone would have a fair opportunity for them. To achieve that, we had to put mechanisms in place to ensure that Dal doesn't end up with more people than it needs on a shift and that Dal could remove a foreperson if it no longer needs one. - The current foreperson provisions would be deleted. - Both parties are anticipating that agreement to these foreperson provisions will lead to a resolution of a number of outstanding grievances.

Subject	Change	Comment
	<p>vacancy that provides her/him a shift starting time that's within 2 hours of the shift s/he was removed from.</p> <p>– Where Dal determines it no longer needs a foreperson on a specific crew or the union and/or the employee and the employer agree a foreperson should be removed from the assignment (eg. due to performance issues, employee conflicts or similarly compelling circumstances), the employer may, on at least two weeks notice, remove the foreperson and the premium pay, and the employee will maintain her/his classification at the same hours of work.</p>	
Layoff Notice	<p>Employees with more than 10 years service will receive 40 working days notice of layoff or pay in lieu of notice.</p>	<p>Dal offered this on the first day of bargaining without us asking for it. Those with less than 10 years of service will still receive 20 working days notice of layoff.</p>
Overtime	<p>– New provision stating that part-time employees who work extra hours at the regular rate will normally receive pay for these extra hours and are not entitled to accumulate time off for them.</p> <p>– New provision stating that an employee required to do work from home will be paid the applicable overtime rate for the time required with a minimum of 15 minutes of regular pay. If the employee is subsequently called in within 4 hours, s/he will only receive the call in pay.</p>	<p>Some part-timers were building up a lot of accumulated time and then when they took it, it put a lot more burden on to the full-timers and other staff.</p> <p>– It's a start...</p>
Meal Allowance	<p>If you work the hours for which a meal allowance is payable, you will receive the meal allowance regardless of whether you took a meal period.</p>	<p>You can thank past president Ian Campbell for this one. The meal allowance amount will remain \$8.00.</p>
Holidays for Trucking	<p>Employees in Stores Trucking will be advised individually by Jan. 15 each year whether Munro Day or Easter Monday will be the recognized holiday for her/him.</p>	
Vacation Scheduling	<p>– In scheduling vacation, the employer will take employee preferences subject to operational requirements and bargaining unit seniority into consideration.</p> <p>– The timeline for scheduling vacation will be: April 1 or before – employer will notify employees of their anticipated vacation for the year.</p>	<p>– The first note is actually the current language, but we've included it here because it was a bit controversial. The union and the employer disagree on what the past practice is when it comes to vacation scheduling – we say seniority wins out; the employer</p>

Subject	Change	Comment
	<p>April 30 – employees will submit their preferences. May 15 – employer will notify employees if their preferences have been granted.</p> <p>– New provision stating that where an employee has unscheduled vacation remaining as of March 1, the employer will notify the employee and give her/him an opportunity to provide a preferred schedule for taking the unused vacation and/or to request carryover. Where an employee doesn't respond or the employee's preferences can't be accommodated because of operational requirements, the Employer may schedule the unused vacation.</p>	<p>says not always. On the last going off, the employer said to leave the current language, they will continue the current practice and will monitor. Dal's concern is that it wants to be able to give everyone a chance at the prime vacation periods. Our view is that, if you stick around long enough, you should get priority in vacation picks.</p>
Sick Leave	<p>– To be eligible for sick leave, an employee must be unable to work as a result of illness or injury and, when requested, provide adequate medical evidence. The employer may also require that the employee provide confirmation that her/his physician is of the opinion that appropriate medical treatment is being pursued.</p> <p>– The standing directive will remain as is in the contract. However, Dal will provide a letter stating that it will not apply the standing directive for the duration of the collective agreement and anyone on the standing directive will have it removed effective the date of ratification of the contract.</p>	<p>– Not applying the standing directive is very much a trial for Dal. If sick leave spikes over the next while after the contract is signed, we can be pretty sure Dal will want full application of the standing directive again in future. Dal still has the ability, without the standing directive, to ask for medical certificates and to apply other tools to administer sick leave, including coaching and counselling, attendance management, discipline for abuse, etc.</p>
Medical Info	<p>New provisions that say:</p> <ul style="list-style-type: none"> – the employer and the union will treat medical information confidentially – the employer will not normally ask for a diagnosis except where a workplace injury is claimed. 	<p>Dal remains entitled under the contract to ask for a lot of medical information, including that you undergo medical exams by a physician of its choice. (We'll have to go after this one again next time....)</p>
Family Illness	<p>If no one other than the employee can provide care for the employee's child, spouse or parent who is ill, the employee will be granted up to five days sick leave for the purpose. The employee may be required to provide evidence of the need to provide care.</p>	<p>The previous clause required that the family member be a member of the employee's household, and the provision of medical information was mandatory.</p>

Subject	Change	Comment
Employees over age 65	New provision that says that employees who are not eligible to participate in the long-term disability (LTD) plan and occupational medical health plan (OMHP) due to their age will, if they get sick or injured, be able to use their sick leave to the extent they have any accumulation.	Dalhousie withdrew its proposals concerning post-retirement employees, which we're happy about. Under the current terms of the LTD and OMHP, employees are not eligible to participate past age 65.
Hours of Work - Security	Security Officers will have four 15-minute paid breaks during their 12-hour shifts.	The Security Officers lunch was previously unpaid even though they had to be able to respond to calls. We're happy about this change.
Union Leave	Union members delegated by the union to attend to union business or to attend educational functions will be provided an unpaid leave of absence subject to operational requirements and the leave being without cost to the employer.	This leave was previously limited to a maximum of 5 days in a year for an individual, and a maximum of 20 days in a year for the entire bargaining unit. Those limits didn't work for the way NSUPE operates.
Parental Leave	<p>Parental leave top-up for up to 10 weeks will be extended to biological fathers.</p> <p>There may be some adjustments (which are still to be worked out) in the provisions for top-up for a mother who gives birth, but she will remain entitled to a total of 17 weeks' top-up.</p>	Previously, adoptive fathers could get parental leave top-up, but not biological fathers. The union had raised the issue for discussion but had not pursued it. The employer saw a win-win scenario and added this in as one of its proposals in its last package.
Bereavement Leave	<ul style="list-style-type: none"> - Bereavement leave of five days [an increase from three] will be provided in the event of the death of a spouse, child or parent. - New provision stating that bereavement leave will normally be taken immediately following a death, but may be postponed in whole or part to accommodate a memorial service held at a later date. 	Three days bereavement leave will continue to be provided in the case of the death of a sibling, grandparent, grandchild, parent-in-law, and step-child.
Discipline	A provision will be deleted. It said that if the factual basis for any offence that attracted immediate discharge was proven (everything from refusing to obey a direct order to falsely reporting illness, to harassment), an arbitrator had no jurisdiction to vary the penalty.	We're very happy to see this clause go. It will permit us to ensure discipline is carried out fairly, or at least in accordance with accepted standards.
Grievance Procedure	The informal process of the grievance procedure [where you discuss your issue with your immediate supervisor] is no longer mandatory.	- The union still encourages anyone who is comfortable doing so to discuss issues with their supervisors, and to take a union rep. with you if that helps. However, if you feel you can't or don't want to go to your supervisor, not doing so won't be a barrier to getting to the formal grievance

Subject	Change	Comment
		<p>process. – We had initially hoped for a lot of changes to the grievance and arbitration clauses, particularly the too-short timelines which don't allow for much investigation or discussion before a grievance is filed. Next time...</p>
Footwear	<p>Claims for the footwear allowance can be made at any time of the year, but another claim can't be made until a year after the previous claim was paid.</p>	<p>Previously an allowance was payable on Sept. 1. The change reflects current practice.</p>
Pay	<p>New provision that an employee is responsible for providing the employer with a minimum of 8 working days notice of a change in banking information. The employer will pay the employee on the next regular pay day after receiving such notice.</p>	
Term of Contract	<p>The collective agreement will be effective from July 1, 2008 to July 1, 2011. Except for wages, changes will be implemented as of the date of ratification.</p>	<p>If we finish this contract, we could be back in negotiations again by April 2011 (3 months before the contract expires.)</p>
Retro-activity	<p>To be eligible for retroactive pay, an employee must be an employee on the date of ratification by both parties or have retired from the employer between July 1, 2008 and the date of ratification.</p>	
Notice to Negotiate	<p>Either party can serve notice to negotiate by giving notice in writing to the other party. Such notice won't be given earlier than 3 months prior to the expiry.</p>	
Wages	<p>Across the board increases of:</p> <ul style="list-style-type: none"> 3% as of July 1, 2008 3% as of July 1, 2009 1% as of July 1, 2010 <p>Classification adjustments providing hourly increases of:</p> <ul style="list-style-type: none"> – \$0.17 for Access Control Mechanics 2 – \$0.18 for Custodians, Groundskeepers, Vehicle Operators and Mailpersons – \$0.24 for Electricians – \$0.28 for Access Control Mechanics 2 – \$0.43 for 2nd Class Power Engineers – \$0.49 for Sprinkler Fitters, Steamfitters and Gasfitters – \$0.50 for Instrumentation Mechanics – \$0.54 for Security Officers. 	<p>The adjustments will be made as of July 1, 2010 (after the 1% wage increase).</p> <p>Dalhousie says that the adjustments are necessary for recruitment and retention, are apportioned based on their analysis of each position and what they can afford, and that the money for these adjustments came out of a recruitment and retention fund such that the monies were not available to go into general wage increases.</p>

