

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES

NSUPE LOCAL 20

NEGOTIATIONS UPDATE

November 3, 2007 (4 pages)

SMU stuck on repeat

Employer wants to maintain existing language

We've had six days of bargaining so far. Much of the first two days was spent giving each other background information for our proposals.

We have reached agreement on some proposals which you can see below. There is still lots more discussion and back and forth to do. However, the one thing that is striking about the employer's position so far is its desire to keep the contract language the same.

According to management's negotiating team, the current contract has historically worked well and management and the union have been able to work out many of its issues without resort to grievance and arbitration. In other words, if it isn't broke, there's no need to fix.

SMU wants to maintain the current contract language on:

Hours of Work – SMU says it needs some flexibility when it comes to scheduling and accordingly it doesn't want to agree to any of NSUPE's proposals, including that:

- current positions without weekend hours will be maintained;
- Tower workers will have their shifts arranged to have two consecutive days of rest;

- the current schedule for the Security workers will be maintained;
- that agreements for flexible hours can be made;
- the provisions for meal allowance be modified to apply to shift workers.

Employee Files – In this case, current language means no language at all. Although it has agreed to it for other bargaining units, SMU appears to be particularly opposed to any sort of provision that a record of discipline come off an employee's file after a particular amount of time.

Contracting Out – Although there are provisions for notice and some discussion prior to contracting out, there is absolutely no protection for employees against it. Union negotiators have pointed out that this is one area where it's essential to be pro-active.

Students doing bargaining unit work – We thought SMU was essentially agreeing with the Union's proposal that it could hire students to do bargaining unit work so long as it didn't affect members or the bargaining unit. However, in its latest proposal, SMU is proposing to maintain having no language in the

collective agreement about it.

SMU also wants to maintain current or close to current language on the amount of vacations, vacation pay-out on termination, bereavement leave, compassionate care leave (which is no language), and the provision of medical information.

EMPLOYER’S PROPOSALS

SMU’s proposals were modest in number, particularly when compared to those of the union’s.

WCB Top-Up and Accrual of Vacation and Sick Leave – The most contentious of the employer’s proposals for us will likely be those surrounding workers’ compensation top-up and the accrual of sick leave and vacation while in receipt of workers’ compensation benefits.

SMU, although calling it a clarification, essentially wants to undo the results of an arbitration award granted to CUPE Local 4491. An arbitrator found that the wording in the CUPE contract – which is identical to that in our contract – meant that so long as an employee on

WCB was receiving any pay from SMU (i.e. top-up in the form of sick leave), she/he was also accruing vacation and sick leave.

Needless to say, we’re not at all eager to give up these benefits for our members.

CLOSE TO AGREEMENT ON SOME THINGS

There are some provisions where we still have some details to work out but that we seem to be close to agreement on:

Harassment – The union has backed off on having comprehensive definitions of “sexual harassment” and “personal harassment” in the collective agreement. SMU has agreed that its harassment policies in place at the time the collective agreement is signed will be used to address allegations of harassment “with whatever adjustments are needed for the particular situation”.

Posting period – SMU is agreeing to increase how long a posting is left open but we’re still working out just how long that will be.

Temporary employees – It may be a bit optimistic to say we’re close to agreement on when temporary employees will be used. We’ve agreed they won’t be kept for longer than 12 months except where they’re replacing a permanent employee on leave. But we’re not in agreement about using a temporary employee to fill a vacancy left by a permanent employee. The union says if it’s an existing position, it should be posted rather than filled by a temp.

Time in lieu for work on a holiday – We’re quite close to language that would work in the same way as TOIL



for overtime.

Special leave – The union has backed off its proposal for a set number of days for special leave each year. The employer has agreed it will not unreasonably deny special leave.

MONEY NOT YET DISCUSSED

As is fairly common with collective bargaining, discussion of monetary items has been left until as much agreement as possible is reached on non-monetary items. Accordingly, there has been no discussion on wage increases and adjustments or retroactive pay.

The one monetary proposal that has been discussed but definitely not agreed to is the union's proposal for a shift differential for weekend workers.

OTHER ISSUES

Probationary Employees – We're trying to put some language in the collective agreement that would ensure some due process if SMU doesn't want to keep a probationary employee. So far, SMU has said no. We have agreed to clarify the language that time as a temporary employee counts towards the probationary period but we're still trying to work out what happens if there's a short break in service for a temporary employee.

Period of Assessment – SMU is willing to agree to some changes to the provisions on the assessment period that applies if you go to a new classification in the bargaining unit, but only if the union will agree to increase how long the assessment period is.

Benefits – SMU will agree to put that the current cost-sharing arrangement for benefits will be continued but not that

the same level of benefits will be continued. The union will be countering on this issue soon.

Boots and uniforms – We're essentially agreed on the amount for uniforms. We've also agreed that temporary employees with terms of six months or more will have the same entitlement as permanent employees. But we're still looking for continued consultation with union members about styles and colours, an extra amount for those who need more expensive uniforms because of their personal characteristics and a provision that if SMU wants temporary employees hired for periods of less than six months to wear particular clothing, it will provide that clothing.

Grievance procedure – It's too long to go into here. Let's just say we're still miles apart on it.

Something not mentioned? It's impossible to tell you all the details of what's been discussed or touched on in six days of bargaining. If there's a specific issue you're wondering about, please see a member of the negotiating committee.

WHAT'S NEXT?

The negotiating team is going to keep negotiating. There are still lots of items that have only been superficially addressed. We'll find out the employer's objections and try to adjust our proposals and get them to adjust their proposals so that we can bring you back a good deal. It will take some time.

AGREED ITEMS

We have reached agreement on some things and/or withdrawn our respective proposals on some things.

Below is a summary of those items. For exact wording of a particular article, please see a member of the Union negotiating team (Gerry Duranceau,

Darlene McNeil and Bill Ells). Please keep in mind that agreement on any one provision is always subject to agreement of the entire contract by both parties.

ARTICLE	CHANGE	COMMENT
All	– It's been agreed that there will be a general reorganization of the collective agreement and that at least some subtitles will be put in.	– This should make it much easier to find your way around the contract.
New	– SMU has agreed to a union proposal that no employee will be placed in a non-bargaining unit position without her/his consent, and that it will give notice to the union of a promotion or transfer.	
Retire- ment	– Union has dropped its proposal to eliminate mandatory retirement.	– Although we thought this was a concession at the time, it turns out the province has passed legislation that will abolish mandatory retirement in 2009.
10.01 Discipline	– A clause has been inserted in the collective agreement that no employee will be disciplined except for good cause.	– This is usually an implied term in a collective agreement but it's nice to have it spelled out.
17.- Perf. Appraisal	– If the employer implements a performance appraisal system, it will use reasonable standards of evaluation and employees may provide written comments that will be kept on file.	– This replaces the Memorandum in the current contract stating that if SMU decided to implement performance appraisals, the union would be consulted.
19 Vacation	– The provision about a vacation interrupted by illness or bereavement has been re-worded for clarification.	– There is no change in the meaning or intent of the provision.
23 Preg. & Parental Leave	– All references to "full-time, sessional full-time" employees have been changed.	– It is now clearer who these provisions apply to. – The only outstanding issue is the accrual of sick leave and vacation while on pregnancy and parental leave.
27 Right of Refusal	– A clause has been inserted that "An employee's right to refuse work is as set out in the Nova Scotia Occupational Health and Safety Act or any successor legislation."	– This will serve as a reminder to members that, where circumstances warrant, they have a right to refuse unsafe work.
32.1 LMC	– The Union can appoint temporary employees to sit on the LMC.	