

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES
NSUPE LOCAL 20
NEGOTIATIONS UPDATE

February 16, 2008 (5 pages)

Contract vote

Negotiating team recommending acceptance

Below is a summary of the CHANGES from the previous collective agreement that are in the contract offer that you will be voting on. You may need to refer to the previous collective agreement to see details of items that haven't been changed (such as to contracting out). There are some changes that are not listed below that are of a minor or housekeeping nature. Items that the union originally proposed that we couldn't get agreement on are NOT noted. For exact wording of a change, please contact a member of the Union negotiating committee: Gerry Duranceau, Darlene McNeil and Bill Ells.

TOPIC	CHANGE	COMMENT
Contract	– There will be a general reorganization of the collective agreement and subtitles on every article.	– This should make it much easier to find your way around the contract.
Definitions	– Some basic definitions have been set out at the beginning of the contract so that we know what is meant by “month” or “service”, etc.	– We'll want to add to these in future contracts to define things like “student” and “casual employee”.
Members in temp. non-union positions	– No member will be placed in a non-bargaining unit position without his consent, but if they do go, they will be able to grieve, maintain accrued benefits, and will be there for a maximum of 27 months unless the union agrees otherwise.	
Harassment	– Claims of personal and sexual harassment will be dealt with under the employer's policies.	– We're going to see how this goes. There may be some ability to grieve if the employer doesn't follow its policy.
Union Advocates	– The Union can appoint a reasonable number of union advocates.	– Previously, we were limited to four stewards.
Union Leave	– The employer won't unreasonably deny a leave of absence for employees delegated by the union to attend to union business.	– The previous language was much more restrictive (and we say an interference in union affairs).

Probation	<ul style="list-style-type: none"> – As long as there's been no break in service, time spent as a temporary employee will count towards probation as a permanent employee. – SMU will provide probationary employees with periodic assessments of their performance. 	
Assessment Period	<ul style="list-style-type: none"> – The period of assessment is increased to four months from two. – If you don't successfully complete the assessment period, or through mutual agreement with the employer, you return to your previous position. 	<ul style="list-style-type: none"> – This may be viewed by some as a takeaway from the previous contract, but it does have the benefit of giving an employee more time to try out a new position.
Hours of Work	<ul style="list-style-type: none"> – Where a position is changed to include weekend hours, SMU will seek volunteers. If no one volunteers, SMU will require the least senior employee to work the weekend hours. – Maintenance assistants, security workers and tower workers will work shifts of either 8 or 12 hours. – SMU will consult with affected employees prior to making a decision to change established shift patterns, and will give as much notice as possible of changes to shift patterns. 	<ul style="list-style-type: none"> – Previously any position could be changed to include weekend hours. – This gives some recognition of the 12-hour shift schedule. – SMU says it already does this, but it's nice to have it in writing.
Overtime	<ul style="list-style-type: none"> – An employee will be deemed unavailable for overtime during her/his vacation unless she/he lets SMU know prior to going on vacation that she/he will be available. 	
Meal Allowance	<ul style="list-style-type: none"> – If you work overtime beyond a scheduled shift for more than 3 hours, you get the meal allowance even if it doesn't go through a normal meal period. 	<ul style="list-style-type: none"> – The meal allowance remains at \$8.
Time off in lieu	<ul style="list-style-type: none"> – Maintenance employees have an extra month to use up their TOIL (but they still have to schedule it by March 31). 	
Employee File	<ul style="list-style-type: none"> – With at least 48 hours notice, you can see your official file during normal working hours. Someone from HR will be present. – Upon written request, you can get a copy of any document in your file. – Any discipline or performance-related document put in your file will be provided to you at the same time. 	<ul style="list-style-type: none"> – These are all brand new provisions.
Perf. Appraisal	<ul style="list-style-type: none"> – 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. 	<ul style="list-style-type: none"> – This replaces the Memorandum in the current contract stating that if SMU decided to implement performance appraisals, the union would be consulted.
Layoff	<ul style="list-style-type: none"> – Notice of layoff is increased to six weeks from four. 	

Loss of Seniority	<ul style="list-style-type: none"> – The period for accepting recall from layoff is increased to two weeks from one. – An employee loses seniority and employment status if off on illness, injury or disability for a period in excess of 27 months, subject to the parties' duty of accommodation. 	<ul style="list-style-type: none"> – This will enable us to get the permanent position posted when there's no realistic chance of the incumbent returning to work. It will not affect an employee's ongoing entitlement to LTD or WCB benefits.
Postings	<ul style="list-style-type: none"> – Postings will be up for 10 calendar days, instead of "at least five". – Temporary employees who apply for transfers and postings will only be considered after it is determined no permanent employee is the successful applicant. – The employer can fill a vacant or new position on a temporary basis for 12 months (down from 24), except where the vacancy is created by the absence of a permanent employee, in which case it can be for up to 27 months (unless the parties agree to a longer period). 	<ul style="list-style-type: none"> – If a posting comes up that you're interested in, it's important to get your application in right away. – Despite what this article says (which is an improvement from the previous contract), we hope SMU will continue to fill permanent vacancies quickly rather than keep them filled on a temporary basis.
Neg. Team & Joint Meetings	<ul style="list-style-type: none"> – Union negotiating team can include up to 3 employees and any other reps. chosen by the union. – Union reps. will be given time off without loss of pay for attending joint meetings with the employer (eg. LMC, OHS, Grievance meetings) that occur during the rep.'s working hours. 	
Benefits & Pension	<ul style="list-style-type: none"> – The contract sets out that the University will maintain its current cost-sharing for benefits and pension. 	
Holidays	<ul style="list-style-type: none"> – The current practice of Christmas closure will continue during the life of the collective agreement. – New clause setting out that an employee may receive TOIL for work on a holiday, which will work in the same way as TOIL for overtime. 	
Vacation		<ul style="list-style-type: none"> – Although the language has been cleaned up a bit, vacation accumulation and scheduling remains the same.
Vacation Carryover	<ul style="list-style-type: none"> – Vacation that couldn't be taken during the vacation year because of operational requirements, injury or sickness will be carried over and available for use in the next vacation year. 	<ul style="list-style-type: none"> – There was no guaranteed carryover in the previous contract. – The employer continues to have the discretion to grant carryover in circumstances other than sickness or operational requirements.
Sick Leave	<ul style="list-style-type: none"> – If the employer wants proof of attendance at a medical appointment, it will make the request prior to the appointment. 	

Provision of Medical Info.	<ul style="list-style-type: none"> – The employer is not entitled to a diagnosis but is entitled to a prognosis, expected duration, and any medical restrictions. – The provision requiring employees to undergo, at any time, a medical examination by a medical doctor of the employer’s choice is replaced with a provision permitting the employer to require that the employee provide sufficient medical information to determine fitness to continue work, return to work, attend work on a regular basis, and for an accommodation. If such information isn’t received, the Employer can make inferences based on the information it does have. 	
Bereavement Leave	<ul style="list-style-type: none"> – Where operational requirements permit, employees will be given time off with pay to attend the funeral of a co-worker. 	
Preg. & Parental Leave	<ul style="list-style-type: none"> – All references to “full-time, sessional full-time” employees have been changed. 	<ul style="list-style-type: none"> – It is now clearer who these provisions apply to.
Special Leave	<ul style="list-style-type: none"> – Special leave with pay to deal with an emergency, unanticipated lack of childcare, moving, or household emergency, will not be unreasonably denied. 	
Workers Comp.	<ul style="list-style-type: none"> – Workers’ Compensation benefits will be topped up out of your sick leave for as long as you have sick leave available. If you don’t have sick leave credits, you don’t get the top-up. – While you’re getting top-up, you continue to accrue vacation (up to a maximum of one year’s entitlement) and sick leave. You can’t use this accrual until you return to work. If you don’t return, your vacation will be paid out. 	<ul style="list-style-type: none"> – The wording of the previous agreement looks preferable but it wasn’t applied that way.
Right of Refusal	<ul style="list-style-type: none"> – 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.” 	<ul style="list-style-type: none"> – This will serve as a reminder that, where circumstances warrant, you have a right to refuse unsafe work.
Boots & Clothing	<ul style="list-style-type: none"> – Permanent employees and temps. hired for 6 months or more will receive a \$100 voucher for safety boots (if they’re needed) and a \$125 allowance for uniforms. You can choose pieces from an approved list provided by the university. 	
Grievance & Arbitration	<ul style="list-style-type: none"> – The entire grievance and arbitration procedure has been amended providing for longer time limits and greater clarity. 	
Education Leave	<ul style="list-style-type: none"> – Provisions will apply to temporary employees. 	
Notice to Negotiate	<ul style="list-style-type: none"> – Either party can serve notice to negotiate no earlier than 3 months prior to the expiry of the 	<ul style="list-style-type: none"> – Under the previous contract, there was a narrow window for giving notice

	collective agreement. Proposals will be exchanged at a mutually agreed time.	to negotiate, and if we missed it, the contract was automatically rolled over.
Retroactivity	– Only wages are retroactive. Retroactive pay will be paid to permanent employees back to July 1/06. Any permanent employee who has left SMU can claim retroactive pay by contacting HR within 30 days.	
End date	– Contract ends on June 30, 2010.	– And then we'll go after everything we missed out on this time around.

Wages:

	General Worker	Maintenance Assistant	Maintenance 1	Security
July 1, 2006				
Hour	\$13.63	\$15.71	\$18.09	\$13.87
Salary	\$28,359.24	\$32,682.69	\$37,626.83	\$28,851.51
July 1, 2007				
Hour	\$14.04	\$16.18	\$18.63	\$14.29
Salary	\$29,210.02	\$33,663.17	\$38,755.63	\$29,717.06
July 1, 2008				
Hour	\$14.46	\$16.67	\$19.19	\$14.97
Salary	\$30,086.32	\$34,673.06	\$39,918.30	\$31,144.17
July 1, 2009				
Hour	\$14.90	\$17.79	\$19.77	\$15.42
Salary	\$30,988.91	\$36,998.69	\$41,115.85	\$32,078.50

This reflects wage adjustments of:

- July 1/06 - \$0.25 for Security
- July 1/08 - \$0.25 for Security
- July 1/09 - \$0.60 for Maintenance

AND increases for all classifications of:

- July 1/06 - 2.9%
- July 1/07 - 3%
- July 1/08 - 3%
- July 1/09 - 3%

- Lead hands will continue to receive \$1.00 more an hour than the rate for the classification.
- Probationary employees will continue to receive \$0.50 less an hour than the rate for the classification.

WHAT ISN'T IN THE NEW CONTRACT:

Of course, there are many proposals that we made initially that SMU wouldn't agree to. Here are some of the bigger disappointments:

Shift Differential – No increase in differentials, and no shift differential for working weekends.

Contracting Out – No improvements on the provisions for contracting out. However, SMU assured us there were no plans to contract out, and if it did decide to do so, it would still have some hoops to jump through first.

Harassment – We did get an improvement in that it's in the contract that harassment claims (both personal and sexual) will be dealt with through SMU's policies. But policies can change. We had been looking for some language in the contract defining harassment and setting out some basic parameters for dealing with complaints.