

NOVA SCOTIA UNION OF PUBLIC & PRIVATE EMPLOYEES

NSUPE LOCAL 14

NEGOTIATIONS UPDATE

November 13, 2008 (9 pages)

Summary of contract offer

Have a say – get out and vote!

Membership meetings are set for:

Sunday, November 16
6:30 p.m.
Keshen Goodman Library

Monday, November 17
6:30 p.m.
Alderney Gate Library

Details of the contract offer are contained on the next pages. If an item is not mentioned, that means it will remain the same as in the previous collective agreement or that the change is very

minor or housekeeping in nature. (The Union or the HPL may have originally proposed some changes and then agreed to keep things the same. We've tried to mention the important ones where this happened.)

For exact wording, please see a member of the Local 14 Negotiating Team: Carrie Muller, Kim Velcoff, Helen Hughes, Lisa Verge, and Zoey Roy.

At the meetings, you will have the chance to ask questions, see the full wage scales and vote on the contract by secret ballot.

The negotiating team is recommending that the offer be accepted.

In other news...

– NSUPE's newly updated Constitution is on the NSUPE website: www.nsupe.ca.

– The winners of the \$1,000 NSUPE scholarships for 2008 are:

David MacNeil, Member of Local 14 (HPL)
Megan Behan, Daughter of Earl Behan, Local 13 (HRM)
Willem Maessen, Son of Marcel Maessen, Local 13 (HRM)
Timothy Grout, Son of Gary Grout, Local 2 (HRSB)
Jonathan Milley, Spouse of Tanya LaPlante, Local 13 (HRM)

– The winners of the \$500 Confederation of Canadian Unions' scholarships for Atlantic Canada for 2008 are:

Megan Behan, Daughter of Earl Behan, Local 13 (HRM) (Yes, she won twice!)
Brennan Coady, son of Lynn Baxendale, Local 14 (HPL)

TOPIC	CHANGE	COMMENT
1.02 Gender	<ul style="list-style-type: none"> – a new article on gender sets out that a reference to gender includes all genders. – anywhere she/he or her/his appears in the contract has been changed to “she” and “her”. – definition of “employee” in Art. 1.01 has been changed to eliminate duplication. 	<ul style="list-style-type: none"> – it’s great to have that cleared up :) Seriously, though, the hope is that this change will make the entire contract more readable.
2.01 Recognition of Employer	<ul style="list-style-type: none"> – added in that HPL has the right, subject to the provisions of the collective agreement, to direct the work, maintain safety and security, make policies and procedures, determine standards, hours of work and work schedules. 	<ul style="list-style-type: none"> – we think they already had all these rights anyway.
2.02 Recognition of Union	<ul style="list-style-type: none"> – contract remains the same. 	<ul style="list-style-type: none"> – Although HPL withdrew its proposal to remove Librarians, HR Assistants and Finance Assistants from the bargaining unit, they reserved the right to apply to the Labour Relations Board for a change (which we, of course, would vigorously oppose).
2.03(c) Benefits for temps.	<ul style="list-style-type: none"> – temporary employees with terms of 12 months or more will receive sick leave, vacation and benefits on the same basis as permanent employees. 	<ul style="list-style-type: none"> – previously, temps. had to have terms of more than 12 months to receive these benefits which excluded those temps. covering off one-year maternity and parental leaves.
3.04 Union Advocate	<ul style="list-style-type: none"> – where circumstances permit, HPL will provide a minimum of 24 hours notice of disciplinary and investigative meetings. The employee and advocate can agree to meet earlier. 	<ul style="list-style-type: none"> – we think having some advance notice makes for a better meeting.
3.07 Union Correspondence	<ul style="list-style-type: none"> – the Union can use HPL’s internal communication systems in a private and confidential manner but acknowledges that Union communications may be inadvertently accessed by the Employer due to systems administration, investigation of improper e-mail usage, etc. 	<ul style="list-style-type: none"> – our advice: keep anything truly sensitive off HPL’s computer system.
4.02 Discrimination	<ul style="list-style-type: none"> – a sentence that permitted HPL to have mandatory retirement at age 65 has been removed. 	<ul style="list-style-type: none"> – this reflects changes to Nova Scotia’s Human Rights legislation.
4.03 Harassment	<ul style="list-style-type: none"> – harassment complaints must be made in writing. – complaints of harassment made with a malicious intent may result in discipline. 	<ul style="list-style-type: none"> – both of these changes resulted from an employer proposal.
4.04 File	<ul style="list-style-type: none"> – any record of discipline will be forwarded to the Union office 	
4.09 Clothing &	<ul style="list-style-type: none"> – employees may be required to wear badges identifying them as HPL staff 	<ul style="list-style-type: none"> – you still won’t be required to wear name tags

Equipment	<ul style="list-style-type: none"> - if the Employer issues safety clothing or gear, it's to be returned upon request - all clothing, gear or equipment issued to employees is to be used only in the course of duties, etc. 	<ul style="list-style-type: none"> - the clause previously referred only to clothing, and was amended to include such items as cell phones and laptops.
4.11 Inclement Weather	<ul style="list-style-type: none"> - provided operational requirements permit, an employee who wishes to leave work early due to inclement weather can do so if she uses vacation, unpaid leave or makes up the time. 	<ul style="list-style-type: none"> - this new provision mirrors the provision for those who don't wish to travel to work because of bad weather to cover off what happens to those already at work.
4.13 Surveillance	<ul style="list-style-type: none"> - HPL can install surveillance cameras to protect critical areas of its premises against criminal activity or to enhance the personal safety of employees, but it won't be used for the purposes of random work measurement, won't be used in areas occupied by employees without reasonable cause and for reasonable reasons, and all information gathered will be treated confidentially. 	<ul style="list-style-type: none"> - this is a new Article which attempts to strike a balance between HPL's rights to manage and employee privacy rights.
5.01 Seniority for Temps.	<ul style="list-style-type: none"> - seniority for temporary employees will be the length of continuous service with the Employer. 	<ul style="list-style-type: none"> - previously, seniority for temporary employees was based on the number of hours they worked. Now, they will accumulate seniority on the same basis as permanent employees.
5.03 Loss of Seniority	<ul style="list-style-type: none"> - seniority is lost if someone fails to return to work following recall. - temps. lose seniority if they are not hired within a year of last having worked. 	<ul style="list-style-type: none"> - we think both of these applied under the previous contract but HPL wanted it spelled out.
6.01 Postings	<ul style="list-style-type: none"> - postings will be sent via e-mail to the entire bargaining unit. 	<ul style="list-style-type: none"> - paper postings will no longer be required - it's about the environment.
6.03 Order of Consideration	<ul style="list-style-type: none"> - if a job is vacated within 90 days of an appointment, HPL will fill the position by going to the next qualified applicant if there is one. 	<ul style="list-style-type: none"> - this is increased from 60 days. Hmmm, didn't we increase it from 30 days last time?
6.04 Reasons	<ul style="list-style-type: none"> - HPL will send an e-mail to an unsuccessful job applicant advising that she was either screened out for a position because she didn't meet the minimum qualifications or that she didn't receive an interview because of the number of qualified applicants. 	
6.08 Probationary Period	<ul style="list-style-type: none"> - where HPL extends a probationary period, it will provide written notice of the improvements needed or that, because of the employee's absence(s), a longer period of time is needed to assess her performance. - where no permanent employee or a temporary employee who has completed her probationary 	<ul style="list-style-type: none"> - clarifies that the probationary period might be extended due to an employee having been absent during the probationary period. - this is considered a fairly good compromise to an issue the parties

	<p>period has been a successful applicant for a job, a probationary employee will be considered for positions on the same basis as external applicants. If a probationary employee receives a job under this provision, she must re-start the entire probation period.</p>	<p>were very divided over.</p>
<p>7.01 Notice of change in staffing</p>	<p>– except where longer notice periods are provided for elsewhere in the contract, notice of changes in staffing will, where feasible, be provided 45 days prior to the change.</p>	<p>– this is decreased from 60 days. Some will see this as a takeaway; others think changes should take place more quickly so as to get the pain over with more quickly.</p>
<p>7.02 Barg. Unit Work</p>	<p>– adds in that non-union employees may perform bargaining unit work in irregular and unanticipated circumstances such as during training or coaching, if the work is incidental and during an emergency.</p>	<p>– the negotiating team didn't think we'd object in these circumstances even without them being set out.</p>
<p>7.04 Contracting Out</p>	<p>– provision remains the same as in the previous contract.</p>	<p>– management proposed takeaways to this provision until quite near the end.</p>
<p>8.04 Recruitment Bonus</p>	<p>– where necessary for recruitment, HPL may provide a new hire with a recruitment bonus of up to \$2,500. The Union will be informed of such bonuses.</p>	<p>– HPL had proposed that it could start new hires in certain classifications at up to Step 3. The Union proposed the recruitment bonus as a compromise.</p>
<p>Step on New Appoint.</p>	<p>– an employee appointed to a position in a higher pay level will be placed at the step that provides at least a four percent increase over the wage of the highest-paid position held by the employee immediately prior to the transfer. The date you start in the new position becomes your new anniversary date for the purpose of steps. – an employee appointed to a position in a lower pay level will remain at the same step she held in her original position. The date you start in the new position becomes your new anniversary date for the purpose of steps. – if an employee is appointed to a position in the same pay level, she remains at the same step.</p>	
<p>8.08 Travel on Employer Business</p>	<p>– meal allowances increased to \$13 for breakfast, \$15 for lunch and \$27 for supper. If HRM increases its meal allowances, then HPL will pay the higher amounts.</p>	
<p>9.01 Job Eval. Cttee.</p>	<p>– the JEC will meet twice a year, in May and in October, unless there is no business to conduct.</p>	<p>– there were previously no set times for the JEC to meet.</p>
<p>9.03 Evaluation</p>	<p>– an application for a re-evaluation will be signed by both the employee's supervisor and manager, and each may attach comments.</p>	<p>– previously, it was either the supervisor or manager, not both</p>

<p>9.06 Re-evaluations</p>	<ul style="list-style-type: none"> - if a job is placed in a higher level as a result of re-evaluation, the employee will receive the higher pay at her same step retroactive to the date the Committee met to discuss the re-evaluation. - if HPL initiates a re-evaluation and it results in the job being placed in a lower level, then the employee will continue to be paid and receive all pay increases as if the job had remained at the higher level. When the employee leaves the job, it will be posted at the lower level. - if an employee initiates a re-evaluation and it results in the job being placed in a lower level, then the employee will continue to receive her same pay, without any increases, until the pay of the lower level catches up. 	<ul style="list-style-type: none"> - in the previous contract, the increase was retroactive to the date you made your application for re-evaluation, but it was only put up to the step that provided a 4% increase. - we know no one likes to see their job re-evaluated lower, but at least your pay will be protected. - this is known as red-circling. We suggest that you don't apply for a re-evaluation unless you're certain your job will come out at least at the same level.
<p>10.01(d) Benefits Cttee.</p>	<ul style="list-style-type: none"> - if either party requests it, a Benefits Committee will be set up. 	<ul style="list-style-type: none"> - the previous contract provided for a Benefits Committee but it never really met.
<p>10.03 Benefit Info. Sessions</p>	<ul style="list-style-type: none"> - where operational requirements permit, an employee will be granted time off work with pay to attend up to 1 session each year on the benefits plan or pension plan. No employee will receive premium pay for attending such sessions. 	
<p>11.01 Work Day for Full-Timers</p>	<ul style="list-style-type: none"> - union agreement is no longer needed to adjust starting and ending times of shifts. 	<ul style="list-style-type: none"> - 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>Flex Hours & EDOs</p>		<ul style="list-style-type: none"> - we got nowhere on these items, again.
<p>11.08 Work Breaks</p>	<ul style="list-style-type: none"> - where an employee agrees to work 3 or more additional hours in a day at 1 branch and provided there is no more than 1 hour between shifts, she will receive 1 15-minute paid break during that shift. The break will be scheduled subject to operational requirements. 	<ul style="list-style-type: none"> - not quite what we were hoping for, but it's a start.
<p>12.02 Time Off in Lieu</p>	<ul style="list-style-type: none"> - 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. 	<ul style="list-style-type: none"> - 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>15.02 Christmas Eve & New Year's Eve</p>	<ul style="list-style-type: none"> - current language. 	<ul style="list-style-type: none"> - sorry. We tried to get this fixed so everyone worked the same number of hours or took the same amount of vacation, but HPL kept making outrageous proposals over it and

		eventually we decided to leave it to next time.
15.03 & 15.05 Lieu time for a holiday	– language mirroring Art. 12.02 above.	– for the same reasons as Art. 12.02 above.
16.02 Vacation for Part-timers	– as of Jan. 1/09, any Clerk, LA1, LA2 or LA3 designated for less than 20 hours per pay period and with less than 2 years of service will receive 6% pay in lieu of vacation pay.	– this extends paid vacation leave to employees in these levels who have 2 years of service, as compared to 3 years under the previous contract.
17.03 Sick Leave Advance	<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>
17.04 Med. & Dental Appts.	– 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.	– members in NSUPE's other bargaining units are jealous.
17.05 Family Sick Leave	– 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.	– 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).
17.06 Reporting Absence & Return	– employees returning from sick leave must give at least 24 hours notice if absent for more than a week, and 5 days notice if absent for more than a month.	– this will permit notice to be given to those employees who are backfilling for the employee who was off sick.
17.07 Medical	– where an employee requests an accommodation of a medical condition, she will provide sufficient	– this is a new article arising out of a number of HPL proposals surrounding

Certificates	medical information for the employer to determine its obligations. Where the medical information is deficient, the Employer will provide the employee with details of the deficiency and give her the opportunity to provide additional medical information.	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 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 Human Rights legislation.
18.04 Jury or Witness Duty	– clarification that an employee will be granted paid leave to appear before a court or tribunal if required by notice or subpoena.	– previously the article didn't say how the requirement to attend came about.
18.05 Leave for Individual Reasons	– requests for unpaid leave must be in writing to the Director of Human Resources. – HPL may grant a leave of absence without pay for up to 12 months to permit an employee to attend to a personal or family matter. – HPL will consider unpaid leave for reasons other than personal hardship, but will give preference to leaves where: – the leave is for between 3 and 12 months – except for reasons of hardship, the employee hasn't had a previous leave in the last five years – the employee hasn't been suspended in the last 24 months – the employee has at least five years of continuous service. – the leave is not for the purpose of working for another employer.	– previously there was no limit to the length of leave. – the criteria for obtaining unpaid leave has been tightened up, particularly for employees with less than five years of service and those who've had previous leaves within the last five years. However, see Art. 22.04 below on Educational Leaves.
18.06 Emergency Leave	– HPL can request proof of the grounds for emergency leave, which is to be used for matters of "serious" urgency.	

<p>18.07 Pre-Retirement Leave</p>	<p>– if an employee dies, her estate will receive the equivalent of any pre-retirement leave she was entitled to at the time of death.</p>	
<p>18.10 Secondments</p>	<p>– where another employer requests that an employee work under its direction for a term appointment, HPL may, in its discretion, grant a secondment, provided the employee agrees.</p>	<p>– HPL is looking to avoid those situations where an employee applies for a posted job and then requests a secondment.</p>
<p>19.03 Sickness during pregnancy</p>	<p>– 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.</p>	
<p>19.05 Maternity Top-Up</p>	<p>– an employee who has been in a higher-paid term position for 6 months immediately prior to pregnancy leave will receive top-up based on the higher pay.</p>	
<p>22.04 Education Leave</p>	<p>– HPL may grant a leave of absence without pay to permanent employees for education relating to HPL employment or for education desired by the employee. – if the education leave is for 12 months or less, the employee will return to her position, or if that position no longer exists, to a position consistent with her seniority. – if the education leave is for more than 12 months, HPL will declare the employee's position vacant and post it. The employee on leave won't be entitled to return to her position but will, for 1 year after completing her education leave, be entitled to apply for positions as an internal applicant.</p>	
<p>25.03 Deferred Salary Leave</p>	<p>– 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. – if an employee wants to change when she will take deferred salary leave, it must be with the Employer's consent.</p>	<p>– the current provision for what happens to deferred funds doesn't work.</p>
<p>27 Term of Contract & Retroactivity</p>	<p>– the term of the contract will be from April 1/08 to March 31/11 – the contract is only retroactive in respect of wages. Any person who was employed by HPL as of April 1/08 is entitled to retro. pay based on the pay rates [see below]. Anyone who was an employee on April 1/08 but has since left HPL has 30 days to contact Human Resources to claim her retro. pay.</p>	<p>– if you know someone who has left HPL since April, please contact her/him to let them know about the retro pay. If they do not contact HR within 30 days of the contract being signed, they will not be able to collect their retro pay.</p>

<p>Pay Rates</p>	<p>Clerks</p> <ul style="list-style-type: none"> - will be paid \$1.00 above the minimum wage for Nova Scotia. - although the minimum wage did not increase to \$8.10 until May 1/08, clerks will receive \$9.10 an hour as of April 1/08. <p>All other Levels:</p> <ul style="list-style-type: none"> - April 1/08 - 4% - April 1/09 - 3.5% - April 1/10 - 3.5% 	<ul style="list-style-type: none"> - min. wage for N.S. will be: <ul style="list-style-type: none"> May 1/08 - \$8.10 Apr. 1/09 - \$8.60 Apr. 1/10 - \$9.20 Oct. 1/10 - \$9.65 - HPL offered the retro pay for clerks back to April 1 instead of May 1 without being asked, which was very nice of them. - copies of the actual wage scales will be at the membership meetings.
<p>Letter of Understanding - Job Descriptions</p>	<ul style="list-style-type: none"> - within 12 months of the contract being signed, HPL will provide the Union with a copy of the job description for each classification, and will keep us updated as changes are made. 	<ul style="list-style-type: none"> - all our letters of understanding (LoUs) form part of the collective agreement and so are enforceable through arbitration if necessary. Letters of Understanding are used for those items that probably won't be continued in future contracts (but we'll probably want to make a proposal next time that will keep us updated as job descriptions are changed).
<p>LoU - Volunteers</p>	<ul style="list-style-type: none"> - HPL commits that when the long-term volunteers at Homebound North cease their work, HPL won't replace their positions with volunteers. 	
<p>LoU Leaves of Absence</p>	<ul style="list-style-type: none"> - letter confirming that any leaves of absences or secondments already in progress won't be affected by any changes made in the collective agreement. 	
<p>LoU Sunday Schedules</p>	<ul style="list-style-type: none"> - NSUPE and HPL agree that, during the life of the collective agreement, they will meet to discuss Sunday scheduling in the branches inclusive of full-time employees. 	<ul style="list-style-type: none"> - We've only agreed to meet and talk, nothing else. No amendments to the collective agreement can be made without proper notice to the membership and a vote.
<p>LoU Benefits Cost-sharing</p>	<ul style="list-style-type: none"> - where an employee's costs for benefits increase due to the insurer increasing its cost, the Employer will pay 50% of the increased costs. This doesn't apply if an employee chooses a different flex option than previously. If HRM changes the cost-sharing arrangement to a more advantageous split overall for employees, then this LoU ceases to have effect. 	<ul style="list-style-type: none"> - HRM is looking at the cost-sharing split for the flex plan. It may be that, if HRM changes the cost-sharing, it may be more advantageous to employees overall in that it results in lower premiums for many, but you should be aware that under a new arrangement, some of our members at the upper end of the pay scale may end up paying more (which is consistent with the direction given at a membership meeting).