

Summary of NSUPE Local 21 contract proposals

2009.09.27

It is proposed that any current collective agreement provisions not noted below will remain the same in the next contract. The items below will all need to be negotiated and at this point, it is not known what Dalhousie's response will be.

The negotiating team has the authority to amend proposals, withdraw proposals and agree to employer proposals, subject to the membership ratifying the final package. The negotiating committee will report on negotiations as they progress at membership meetings and through periodic bulletins.

Art.	Proposed Change	Comment
	<ul style="list-style-type: none"> - complete reorganization of collective agreement - addition of subtitles to each sub-Article. 	<ul style="list-style-type: none"> - this will hopefully make it easier for you to find applicable provisions in the contract.
Preamble	<ul style="list-style-type: none"> - remove that the parties to the agreement seek "to achieve the efficient operation of Facilities Management". 	<ul style="list-style-type: none"> - while the union agrees that it is an appropriate goal for Dalhousie, it's not something the union can work towards without having some ability to manage.
1 - Definitions	<ul style="list-style-type: none"> - specify throughout contract when reference is being made to an "employee" of the University as opposed to an "Employee" in the bargaining unit. Remove "employee" from definitions. - amend "Union" to mean NSUPE. - add in definition of month. - update definition of spouse to recognize same-sex marriages. 	<ul style="list-style-type: none"> - the use of upper and lower case letters to signify different meanings is confusing and outdated. - housekeeping item. - this will make other provisions, such as the length of the probationary period, clearer.
2.1 Recognit- ion	<ul style="list-style-type: none"> - amend to refer to current certification order from the Labour Relations Board. 	<ul style="list-style-type: none"> - housekeeping item.
3.2 & 3.3 Union Dues	<ul style="list-style-type: none"> - remove provision that union will provide the employer with the necessary forms to make union deductions. - remove provision that union will provide the employer with a copy of union minutes authorizing 	<ul style="list-style-type: none"> - NSUPE doesn't use such forms.

	the deduction of dues.	
3.4 Inform. to Union	- add that Dalhousie will provide NSUPE with employees' home telephone numbers.	
4.1 Management Rights	- amend to language that is more appropriate to current union-employer relationships. - add in a provision that Dal. will exercise its management rights in a fair and reasonable manner.	
5.3 Attendance	- remove clause stating that the union will cooperate with the employer in securing punctual and regular attendance.	- read at its most literal, this clause may require the union to agree with any attendance mgt. programs, all discipline for tardiness, etc.
6.1 Discrimination	- incorporate Dalhousie's policies regarding harassment and discrimination into the collective agreement.	
7.1 Copies of contract	- delete article requiring Dalhousie to provide the union with copies of the collective agreement and state that each party will provide its own copies.	- we'll do up our own little NSUPE books once we get a new agreement.
7.3 Familiarization	- amend to state union (instead of employer) will carry out union familiarization, including for new employees.	
8.2 Union Advocates	- change "union steward" to "union advocate" throughout collective agreement. - remove limitation on the number of advocates. - remove reference to role of the advocate.	- it should be up to the union to decide how it wants to administer the bargaining unit and what role the advocates will play.
9.1 Labour-Mgt. Cttee	- add in that the LMC will not have any jurisdiction over negotiations (in addition to grievances), that minutes of the meetings will be kept, and that agendas will, where possible, be provided in advance.	
10.1 Prob. period	- limit probationary period to six months.	- having the greater of 6 months or 1040 hours may mean that an employee who thought she had completed her probation had not because she, for example, she had taken a couple of vacation days.
10.2 Term. of Prob.	- provide that where Dal. terminates a probationary employee, the reasons will be provided in writing.	- this will permit us to assess whether the termination was for

Emp.		improper reasons such as discrimination, etc.
11.1 Empl. Categories	- spell out employment categories and whether they are included or excluded from the bargaining unit.	- this will just make things clearer.
11.4 Pay rates	- reword to reflect that term employees don't serve probation (until after they're hired permanently), and that the pay rates apply even during probation.	- housekeeping/clarification.
11.6 Term employees becoming permanent	- the 24-month period for accumulating the 3760 hours needed for term employees to be appointed to permanent positions will be extended by any period that the term employee is off for longer than four weeks due to illness, workplace injury, or pregnancy or parental leave.	
11.7 Notice of layoff for terms	- delete second part of article regarding terms who have become permanent and instead have notice provisions for permanent employees under Art. 16.5 apply.	- if terms have become permanent, they should have all the rights of a permanent employee.
12 Apprentices	- provide that apprentices will receive cost-share of their benefits for any periods they are off work and at school during their apprenticeship. - provide for EI top-up while they apprentices are off work attending school. - set out that minimum rate an apprentice will receive is that received by the lowest paid classification in the bargaining unit.	
13.1 Seniority	- specify that seniority continues to accrue while on all paid leaves of absence and during the waiting period plus the first 24 months on LTD and while on leave due to workplace injury for the first 24 months. - specify for temporary employees that not working during university closing periods (eg. Christmas, spring break, summer) will not be considered a break in service.	
13.2 Loss of Employment	- rewording of various provisions - specify that for recall provision to apply, the position offered must be an equivalent position (eg. same number of hours) - specify that the ability to dismiss in the case of an	

	absence greater than 12 months is subject to the duty to accommodate.	
13.4 Positions outside barg. unit	<ul style="list-style-type: none"> - rewrite to state that if an employee goes to a permanent non-union position with the employer but outside the bargaining unit, he/she will continue to accrue seniority and pay union dues for the first 6 months, during which time she/he can decide to return to her/his previous barg. unit position. - add a new provision that if an employee goes temporarily to a non-union position outside the bargaining unit, she/he will continue to accrue seniority, pay union dues, and be entitled to apply for bargaining unit positions, etc. However, if an employee stays in a temporary non-union position for more than 6 months, she/he will lose all seniority and collective agreement rights. - add in that employees working temporarily in non-union positions will not be entitled to work bargaining unit overtime until she/he is back in her/his bargaining unit position. 	<ul style="list-style-type: none"> - this will give someone who leaves the barg. unit a chance to try a management position out but still come back to her position if it doesn't work out. - this will prevent employees from being in temporary management positions (and so in an apparent conflict of interest) for months and months on end.
14.1 Job Postings	<ul style="list-style-type: none"> - replace the current art. with one that says when a vacancy occurs which the employer intends to fill, it will be posted within 30 calendar days for a period of 14 consecutive calendar days. Successful applicants will be appointed within four weeks after the closing date. - postings will be on-line and posted on bulletin boards and copies will be sent to the union office. - where there is a delay in the decision to post or a decision made to withdraw a posting or not to fill a vacancy, Dal. will advise the union and provide reasons. 	<ul style="list-style-type: none"> - this is intended to have positions posted and filled more quickly and efficiently so that members can begin receiving higher rates of pay and/or benefits sooner.
Appt. Process	<ul style="list-style-type: none"> - add in a new provision that the employer will be reasonable in establishing qualifications for positions. Provided that the minimum qualifications for the job are met, job appointments will be made by seniority. 	<ul style="list-style-type: none"> - seniority is the most objective means of appointing jobs.
Trial period	<ul style="list-style-type: none"> - reword to ensure that if an employee doesn't like her/his new position, she/he can return to her/his own job or an equivalent one. 	
14.6 Foreperson Appt. &	<ul style="list-style-type: none"> - if a foreperson job is going to exist for more than 3 months, it will be posted and the appointed employee will remain in the position and receive 	

Pay	<p>the premium pay as part of her/his base rate for as long as the position exists.</p> <ul style="list-style-type: none"> - if foreperson positions are for fewer than three months, it will be offered on an equitable basis to those interested in the job as developmental opportunities. 	
15.1 Work Location	<ul style="list-style-type: none"> - where Dalhousie is moving employees from one location to another, either permanently or temporarily, the most senior employee who meets the needs of the alternate location will be offered the opportunity. Where no one wants to go, the least senior will be moved. 	
17.1 Hours of Work	<ul style="list-style-type: none"> - the ½ lunch period for Security Officers will be paid. 	<ul style="list-style-type: none"> - Security workers are not permitted to leave campus during their lunch and so should be compensated for that.
18.2 Thermal plant operators	<ul style="list-style-type: none"> - we'll be checking with Dal. to see if this provision applies to anyone in the barg. unit and then make a determination of whether it can be deleted. 	
18.3 Work in higher paid class.	<ul style="list-style-type: none"> - clarify that acting pay is to be paid when an employee is in an acting foreperson position. 	
18.5 Foreperson premiums	<ul style="list-style-type: none"> - may need amendments to match provisions in Art. 14.6 	
19.5 TOIL	<ul style="list-style-type: none"> - increase the maximum amount of time off that can be accumulated to 120 hours instead of 106. - new provision that extra hours carried out by part-timers that doesn't constitute overtime will be paid out at the regular rate and cannot be banked. 	<ul style="list-style-type: none"> - 120: a number easily divisible by both 8 and 12. - some part-timers are banking a lot of TOIL and leaving their departments short-handed.
19.6 Distribution of OT	<ul style="list-style-type: none"> - overtime will be offered equitably. - a list of overtime offered, refused and worked will be provided to the Union on a quarterly basis. - remove provision about removing those who've refused overtime from the eligibility list. 	<ul style="list-style-type: none"> - this will enable us to keep an eye on whether overtime is being offered equitably. - apparently Dal. hasn't used it.
20.1 Shift premiums	<ul style="list-style-type: none"> - increase shift premiums to: \$0.60 – 4 p.m. to midnight \$1.00 – midnight to 8 a.m. 	<ul style="list-style-type: none"> - currently: \$0.45 \$0.60
21.1 Call	<ul style="list-style-type: none"> - if called by employer between midnight and 6 	<ul style="list-style-type: none"> - we think Dal. should be able to

<p>Back & reporting pay</p>	<p>a.m. for overtime later in the day, an employee will receive an hour's pay at time and a half.</p> <p>- if required to carry out work from home during an employee's off hours, she/he will receive the greater of one hour's pay at time and a half or overtime pay for all time worked.</p>	<p>make its calls to snow crews for the next morning before midnight so that they can all get a good night's sleep.</p>
<p>22.1 Standby</p>	<p>- no employee will be required to be on standby.</p>	
<p>EAP</p>	<p>- new clause stating that any Employee Family Assistance Program of the Employer will be on a completely voluntary and confidential basis.</p>	<p>- Dal recently started an EFAP program, and assures that these two conditions are in place.</p>
<p>25.1 Meal Allowance</p>	<p>- the meal allowance will be paid regardless of whether a meal period was taken.</p> <p>- increase meal allowance to \$10 from \$8.</p>	
<p>26.1 Holidays</p>	<p>- amend to state that employees will be paid for her/his regular working hours for each holiday listed.</p> <p>- trucking and inventory personnel designated to work Easter Monday will be notified by January 15 each year, and an attempt will be made to rotate it in subsequent years.</p>	<p>- 12-hour employees will get 12-hour holidays.</p>
<p>27.3</p>	<p>- reword to take out "paid service".</p>	<p>- vacation entitlements will remain unchanged.</p>
<p>27.5 Vacation Scheduling</p>	<p>Vacations will be granted based on operational requirements and employee wishes. Where operational requirements will limit when and how many employees may take vacation, the Employer will post that on the bulletin boards and provide a copy to the Union.</p> <p>April 1 - Employer will notify employees of their vacation entitlement for the year.</p> <p>April 30 - Employees will put in their vacation preferences.</p> <p>May 15 - Employer will advise whether vacation preferences granted (based on seniority).</p> <p>After May 15 - Vacations will be granted on a first-come, first-serve basis. Employees will give as much notice as possible. Employer will respond as soon as possible to requests, and no later than seven days after the request was received.</p>	

27.8 Vacation carry-over	- Vacation carryover of more than one week will be granted where the employee couldn't use his vacation due to illness, operational requirements and other circumstances out of his control.	
27.10 Vacation	- Remove clause stating that where sick leave exceeds two months, an employee may be required to use her/his vacation prior to returning to work.	
28.1	- Reword to make clearer.	
28.3 Medical Informat- ion	<ul style="list-style-type: none"> - Remove any requirement to see a physician of the employer's choosing. - New clause stating that an employee may be required to provide medical evidence of fitness to carry out the duties of her/his position or a position she/he has applied for. - Add that where Dalhousie requests medical information, including confirmation that an absence was due to illness, it will pay any costs incurred. - New clause stating that Dalhousie is not entitled to a diagnosis and that it will keep confidential any private medical information that it becomes aware of. 	
28.4 Standing Dir.	- Get rid of standing directive and instead set out circumstances when a medical certificate can be required.	- Except in rare circumstances, requiring a medical certificate for every absence is unreasonable and a drain on the medical system.
28.7 Family sick leave	- add a new clause that states any leave taken under the article will not be considered an incident for the purposes of any attendance management program carried out by the employer.	
28.9 Absentee- ism leading to Dismissal	<ul style="list-style-type: none"> - reword to reflect the employer's duty to accommodate a disabled employee to the point of undue hardship. - remove sentence that states an employee may be terminated if she/he can't be relocated. 	- the current wording is not in accordance with the duty to accommodate under the provincial Human Rights Act.
28.11 Drug & alcohol depend.	- delete provision.	- the Union will try to assist any member with an addiction of any kind. However, that assistance may not necessarily include co-operating with the employer.
28.12	- replace clause stating that the employer can	

Workplace injury	require an employee to go to a doctor chosen by the employer with a clause that says the employee may be required to submit medical evidence substantiating a workplace injury.	
29.1 Bereave. Leave	<ul style="list-style-type: none"> - increase bereavement leave for death of a member of the employee's immediate family to 7 calendar days from 3 working days, excluding any holidays. - be able to delay some bereavement leave to a later date in event memorial service is not held immediately. 	<ul style="list-style-type: none"> - for employees working rotating shifts, they will receive pay for whatever days they were scheduled to work during the seven calendar days. (Depending on when the death occurs in their shift schedule, they may receive more or less paid leave than they do under the current provision.) Also we think more bereavement leave is needed for immediate family members.
29.3	- add aunt, uncle, niece and nephew to the relatives for whom day of funeral is granted.	
29.6	- delete provision.	- see 29.1 above.
30.1 Retirement	- replace with a provision that says there will be no mandatory retirement age.	- this will put the provision in compliance with the Human Rights Act
31.1 Committee Attend.	- reword to remove reference to "privilege of attending".	- it's not a privilege for employees to attend committee meetings; it's a service to the benefit of both fellow union members and the employer.
31.2 Union leave	- reword so that union leave is subject only to operational requirements.	<ul style="list-style-type: none"> - current limits on the amount of union leave that can be taken are unworkable for NSUPE. Employees should not have to find their own replacements for union leave to occur.
31.8 Pregnancy & Parental Leave	- amend so that employees continue to accrue seniority when they take pregnancy and parental leave.	
33.4 Union Advocate	- amend to state that an employee will have the right to have a Union representative present at any time when the Employer is meeting with her/him for the purpose of discipline, dismissal or investigation which will likely lead to suspension or dismissal. The Employer shall inform the employee of this right and if the employee exercises this right, give her/him reasonable time to arrange for	

	the Union representative to be present.	
33.5, 33.6 Discipline	<ul style="list-style-type: none"> - delete and replace with a new provision that states that employees will only be disciplined for just cause and the employer will apply the principles of progressive discipline as the circumstances warrant. - an arbitrator will have the jurisdiction to substitute a different disciplinary penalty. 	
33.7 Employee file.	<ul style="list-style-type: none"> - add in that an employee will be provided with a copy of anything placed on her/his file and that she/he can request a copy of her/his file - change to state that an employee can bring a union rep. if she/he wants. 	
33.9 Employee file	- replace with a provision that discipline won't be used against an employee after 18 months from the date of occurrence. With the exception of discipline for sexual assault or harassment, a record of discipline will be removed from the file after 18 months have expired from the most recent discipline relating to the same or a similar offence.	
Art. 34 Grievance & Arb.	- rewrite of entire article to provide for longer timelines, no mandatory timelines, no holdups for meetings, etc.	- we want grievances determined on their merits rather than defeated on technicalities.
36.2 Boot allowance	- reimbursement for boot purchase is to occur within 30 days of the receipts being submitted.	
36.9 Vehicle use	- add in that an employee's use of her/his personal vehicle to carry out duties for the employer will be on a voluntary basis.	
Pay rates	- to be determined later.	
Inclement weather	<ul style="list-style-type: none"> - when Dal. is closed for faculty and other staff due to inclement weather, operations employees who report will be given an equivalent amount of time off in lieu at a later time mutually agreed. - those who wish not to travel because of inclement weather will be permitted to take TOIL or vacation. 	
Other leaves	- add in references to compassionate care leave and military leave provided under the provincial Labour Standards Code.	