

# 2011 Bargaining Bulletin



Information for OPSEU members in the CAAT-Support Division

Issue #4, June 16, 2011

## Analyzing management's contract offer

On June 7th, your bargaining team met with management to exchange proposals.

While management's way of presenting proposals had changed, their message still remains the same: We want to take items away from you and introduce things that may look harmless now but could erode your jobs, the strength of the bargaining unit and, quite frankly, the quality of your life.

When we exchanged documents with management, we heard about the government's compensation restraint program and other union-management negotiations for about a half hour. The colleges talked about how they

needed us to help them achieve a balance.

What they failed to say is that in order to achieve their balance it's going to cost you. We can honestly say that we want the colleges to be successful; we want our students to be successful, and we want the future of Ontario to be successful. However, the cost of that success must never be achieved on the backs of the lowest paid, full-time workers in the colleges.

Your team has analyzed management's contract proposals - and its lack of proposals. We don't see any really positive messages in their proposals.

### Article 4.3

#### Review the frequency of the preparation of the part-time list

The preparation of these lists should be an easy task. In the past this may have been a time consuming task but now, with the use of computers and databases, this should be produced daily without much trouble. We've heard in the past how this is time consuming and that's why they would like to change the frequency of providing this list. Determining complement is all part of the colleges' routine work. Instead, it is simply an example of management's unwillingness to do their job.

This proposal will reduce the ability of locals to accurately monitor and challenge the employer's misuse of this article. It would enable the colleges to manipulate the lists and prevent the part-timers from organizing. In 2009, we received all the part-time lists from the Locals for the previous year but when application to certify was tabled with the labour board the lists the employer provided were 50 per cent different than the ones that the union received.

Not having part-timers unionized directly impacts our job security. When we allow the colleges to abuse part-time and precarious work, it allows management to threaten the integrity of the bargaining unit by replacing us with part-time workers.

### Article 5.1.2

#### Leave of Absence – Union Representatives

This proposal seeks to restrain the union's ability to represent you at a provincial level. There are a number of committees which directly impact our members and we must have time off to attend on your behalf. These include: Joint Insurance (which deals with your benefits), Joint Classification (which deals with classification issues); Grievance scheduling (that ensures your complaints are heard in a timely manner); Pensions (that ensures your retirement future) and, Employee/Employer Relations Committee – which deals with enforcement of our collective agreement.

Management is paid to manage the college and this is one of their duties, paid at 100 per cent because this is their job. As unionists, we have other responsibilities

in the college that do not coincide with meeting with management on these issues. These are joint committees where the union has the opportunity to represent members provincially and the cost should be jointly shared.

## **Article 5.2**

### **Time Off**

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This proposal seeks to restrain the local union's ability to represent you. The colleges have human resource departments that employ workers full time. Our locals, meantime, have persons who are available up to 18 hours a week to work on these issues. The demand that the locals keep attendance further shows the colleges' unwillingness to do what they are paid to do. It is their responsibility to keep track of attendance, not ours. They would rather see us keep track of our attendance instead of carrying out our responsibility to represent you. This – and the fact that the colleges believe they can restrict the union from properly representing you – is a MAJOR concession.

## **Article 6.1.1**

### **Normal Hours of Work**

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This proposal seems to work in our favour and has been presented that way in order to get us to buy into it. A four-day week is something we probably could all appreciate. However, their side hasn't pointed out that it also could work the other way around. You could work more days of the week and you could have more disparity in your work schedule. When you couple this with their demand for overtime and double-time for working seven consecutive days (changes proposed for Article 12.2) you can quickly see what they are trying to do: eliminate any overtime and reschedule shifts so that people are "flexible" which puts you at the beck-and-call of the college. Their real plan might be to reduce the number of hours you work to 25 – enough to keep you in the bargaining unit but not enough to live on.

## **Article 6.7.2**

### **Retention of Standard Hours**

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This proposal claims to be presented because the job families are obsolete. This is not the case. This proposal, in fact, deals with not having to pay overtime as management would like people to average their hours. It could mean you might work overtime as straight pay.

## **Article 7.7**

### **Special Allowance Review**

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This proposal claims that management just wants to

look at the 'Special Allowance.' We don't think so. We know that management would like to change the special allowance and given the speech we listened to about a zero-and-zero compensation freeze we can't imagine that management might look to increase this. Since they have presented this in the non-monetary package it would have to be another concession as they certainly don't plan on increasing the special allowance. This is another example where management would like you to take a pay cut of approximately one-to-two per cent per year.

## **Article 8.1.3.1**

### **Short Term Disability**

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This proposal introduces the possibility of a two-tier benefit system. New employees would be entitled to less than what we now receive. In order for us to maintain good jobs now and in the future we need to fight the notion of two-tier systems. Once we start down this path there is no turning back; from this point onwards we will be fighting two tiers on every benefit, wage or right under our collective agreement.

## **Article 13.4 to 13.4.5**

### **Remove VDT from these articles, and remove the Letter of Understanding VDT and EERC**

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This proposal could threaten your health and safety at work. In respect to repetitive strain injury, the built-in breaks from working with video display terminals lessens the possibility of carpal tunnel and tendonitis as well as overexposure to possible electromagnetic fields that have been found to be related to various cancers.

## **Article 14.1**

### **Probationary Period**

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This proposal seems to point to lengthening probationary periods. The question is: why does it need lengthening? Management has not demonstrated any rationale for this proposal. This period is designed as a period to measure someone's suitability for a position. If it takes longer than six months then we question how the manager made it past their probationary period. It may be that management wants to extend the start rate as well, so new employees on probation would be frozen for a longer period of time.

## **Article 14.5**

### **Pro-ration of Part Time Service**

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Management would like to perpetuate injustice to former part-time employees with this change to the collective agreement. We saw how management blocked – and continues to block – every effort by part-timers

to unionize, so that they could continue to exploit this category of workers. They now want to continue that exploitation in the language of our collective agreement by decreasing the amount of service part-timers would carry into the full-time bargaining unit. This would delay entitlements like vacation, the special recognition allowance and pensions.

## **Article 15.4.2**

### **Notice Period for Layoffs**

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Management would like to lay off staff at the drop of a hat and without notice. Further, they want to add that in the event of a faculty strike they would have the right to lay off members without notice. This proposal would only serve to reduce the ability to be fairly represented in employment stability discussions.

## **Article 18.4.3.1 and 18.7.2**

### **Review the List of Arbitrators**

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While this is generally done every round of bargaining, we are particularly concerned with management's agenda. The agenda they have demonstrated eliminates our ability to represent you fairly. With that in mind we can imagine that management would try to do away with arbitrators who seem to be more union-friendly.

## **Article 18.5**

### **Working Conditions and Terms of Employment**

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This article speaks to the grievance process: the number of steps and timelines. Management wishes to reduce the number of steps (which could be good), but also wants to shorten the timelines for responses. Overall, this will reduce the ability for you to be represented and puts more pressure on a grievor and the union to respond more swiftly. Each college has a human resources department. They have a number of people who work full time to represent the college in these matters. Grievors and union representatives have real jobs to do; their job is not to respond to human resources matters.

The colleges would also like to limit the amount of time it takes grievances to be scheduled from when they are referred to arbitration. This proposal would put grievances of lesser priority (i.e. termination vs. removal of a disciplinary letter from your file) at a greater risk of being lost, solely on the basis that higher priority issues were scheduled.

## **Letter of Understanding**

### **Less than 12 Month Positions**

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The employer would like to further erode the rights of employees who work under this Letter of Understanding,

by lessening the amount of vacation they would receive. This is another example of management introducing the idea of a two tier system.

## **Time off St. Lawrence College Letter**

The union is studying this proposal.

## **Letter of Understanding**

### **Supplementary Arbitrators**

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Management would like to delete this letter. This could mean in the future that when arbitrators come off the main list there would be no secondary list from which to choose arbitrators. This would mean delaying the ability to schedule arbitrations and their demand to reduce the time to have arbitrations scheduled would further put grievances at risk.

## **Initiatives/Opportunities Letter of Understanding**

Management introduced this as a trial letter during the last round of bargaining. Now they want to permanently embed this into the collective agreement. The union has reviewed the use of this letter since its introduction. We've monitored the use of it and we want to remove it. It has led to a number of issues: a) the improper evaluating of the position for determination of paybands; b) the improper hiring of these temporary positions from outside of the college rather than professional development for our members; and c) management's inability at some colleges to plan. First the position is for six months, then they extend it. The extension runs out and they want to extend it again. We would prefer to remove this letter as the trial period has expired and the use of these positions has been improper in many cases.

## **Appendix G**

### **Summer Student Workers**

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Management would like to introduce a rolling period for these positions. They do not wish these to be associated with students looking for summer jobs; they want to introduce new short-term, full-time positions to be allowed annually. With this proposal, you can kiss our jobs good bye as they would be replaced by temporary full-time workers.

## **Letter of Understanding**

### **re: a market study of wages and benefits for support staff**

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Management would like to throw away the last 11 years

of work on our evaluation system and the last 43 years on our benefits plan. Over the years, a lot of hard work has been undertaken to ensure that support staff have been compensated properly in terms of wages and benefits.

Management now wants to look at the lowest common denominator to tie our future to that. We already have a wage compensation plan that is equitable internally; why would we need to go outside of the colleges to compare? In regards to the benefit plan, we have a good benefits plan right now and it would be an excellent one if management agreed to our proposed changes. Why would we change it to provide less benefits? There are also groups within the college with which we can compare wages and benefits. We all work for the same employer; why should we be treated less than others?

## **Wages and Benefits to be discussed later**

Management will share a wage package with your bargaining team at a later time. We can only imagine why. We provided an in depth document including our wage and benefits proposals. Management made it very clear that this is a whole new way to bargain and the pressure is on due to the shorter negotiating timelines. In 2008 management tabled a monetary package on June 10 and

the rationale they gave to delay it until then was they had to wait for their budget.

This time we asked them to provide the details before we made the decision to take a strike vote; they refused. The only reason we can see for their refusals (based on their non-monetary positions and from statements they have made at the bargaining table), is to drive down wages and benefits, introduce a two tiered system for wages and benefits and introduce other changes that would negatively affect our wages and benefits.

Let's be honest: if the wages and benefits they plan to introduce were of greater benefit they would be waving those in front of you trying to show how generous they were.

Your team hopes to achieve a collective agreement that strengthens your rights, your job security, and your representation. We also hope to protect the conditions we currently have now that results in good jobs today, tomorrow and into the future.

# **We need a 100 per cent strike mandate!**

We must draw the line in the sand. At this point management has indicated that a strike vote is a normal part of bargaining. They are correct. We would say that voting in favour of a strike is also a normal part of bargaining, one which the colleges would expect.

Let's show the colleges that we are support staff: we don't just meet expectations, we exceed them.

Support staff can exceed management's expectations by giving your team an overwhelming vote in favour of a strike. We exceed expectations everyday in our jobs. The team is calling on you to exceed expectations in the upcoming vote.

## **Contact your team!**

If you have any questions at all about bargaining, feel free to e-mail your team at any time. Our address is [bargaining@rogers.com](mailto:bargaining@rogers.com).

## **Please post and circulate.**

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