

Bargaining Backgrounder

September 2, 2011

From your CAAT Support Bargaining Team

Late in the evening on Wednesday Aug. 31, as the clocked moved toward a midnight strike deadline, negotiators for management told us 'this was it.' They weren't prepared to move a step closer to a settlement. Left behind on the bargaining table were several of our items that needed to be addressed and a number of changes they proposed that would have eliminated some of our existing rights.

We want to be perfectly clear on one issue: we put forward the last offer of settlement and management told us they were not prepared to go any further. We believe that had management come to the table in June with their full proposals on the table, or had they responded by providing their full proposals earlier than August 23rd, we may have been able to avoid a strike.

We are out on the picket lines now because management dragged its heels and refused to deal with our issues early. They continued to refuse to deal with some of our issues on the very last day.

We could have bargained further than we did, however, management did not want to. It would have been pointless for us to be at the bargaining table when the other side was at the table in body, but not in mind.

It's been 32 years since Support Staff last went on strike; that fact is not lost on management or the union. Your tangible issues are on the table. The one thing that is not on the table is the respect that the colleges have for support staff and the importance of the work we do.

We feel that management has shown their thoughts about support staff throughout this bargaining process, whether it be through their proposals or their actions within the colleges themselves. They have denied you information from the union point of view, choosing to censor information, only because they wanted to put out their "we know best" message. Dragging their heels to coming to a settlement and not respecting the important role we play in the colleges and in students' lives. They have refusing to take your issues, the ones that you brought forward, seriously. Finally, they bypassed your bargaining team by presenting their "offer" through the media. An offer which they only showed parts of.

We have been asked to provide the detailed list of where we are at. Listed below are the last official positions of both the union and management with explanations of each proposal. Again, we believe a deal could have been done on August 31st, but we were told management would go no further.

Union Proposal/Response	Management Proposal/Response
<p>Wages</p> <p>Amend to provide a 3% wage increase in each year of a two year Collective Agreement.</p> <p>We know three facts about this proposal,</p> <p>a) support staff indicated to us they were looking for a 3% increase,</p> <p>b) the inflation rate is 2.7% and</p> <p>c) the average wage increase of those in the education sector for July is 2%. Why would we ask our members to go backwards? The Colleges have confirmed that a number of colleges do have surplus money, they explained to us that this money is not for us, it's money to be set aside to fix things (ie..a leaky roof, or air conditioning unit that may have broken). It's always good to know that our buildings are more important than the people in them. We have stated on many occasions we do not want to get ahead, but we also do not want to fall behind either.</p>	<p>Year 1 – 1.5%</p> <p>Year 2 – 1.5%</p> <p>Year 3 – 3%</p>
<p>Article 1.1 Recognition – Recognition of Part Time employees into bargaining unit</p> <p>In 2008 OPSEU applied to have the part time employees unionized, a vote was held and the ballots from that vote are still sealed. There are a number of reasons why the colleges don't want to unionize the part time employees.</p> <ul style="list-style-type: none"> a) They cost less than a full time employee (lower wages, no benefits) b) They have more flexibility in terms of work scheduling as they have no protection c) They are easily disposed of as they have no job security <p>This makes hiring part-time instead of full-time more attractive to the college, that is one of the main reasons why the number of part time hires is almost double the number of full time hires. If this trend continues the need for good full time jobs diminishes, which means less full time jobs, benefit and pension premium increases as there are less people in the plans, and less positions available for placement in the case of layoffs.</p>	

Article 4.3 – Part time lists

Provide a part time list monthly, with actual hours worked

This proposal speaks to the inaccuracies of the lists provided to the union of part time employees.

When OPSEU made application to have the part time employees unionized the employers lists they provided to the Labour Relations Board were almost completely different than what they provided to the union. This makes it almost impossible to track part time positions in order to convert them to good full time jobs.

This proposal adds absolutely no cost to the colleges. These reports are already delivered every four months and all it takes is a push of a button to produce this list. Management’s fear is that we will find where there could be more full time jobs.

Article 5.1.1 - Leave of Absences re-imbursed by the Union

We want to include something that covers time to allow communications with members for campaigns that may be run by the union.

We only have one word on this issuemobilizing.

This round of bargaining has been particularly challenging as management decided they were going to bully you. They denied members access to information by not allowing us to have mobilizers available to keep you informed.

Members and locals were threatened that email access would be cut off and bullied into holding meetings offsite to make it difficult for you to get information.

Leave of Absence Union representatives Article 5.1.2 – allowance of time off – UNION DROPPED THIS PROPOSAL

Management only wants to give this to you to deliberately create a disruptive and dangerous wedge between the members and your elected union representatives.

Management had agreed to provide this as long as the union agreed to increase the percentage paid from 50% to 100%

<p>Article 5.1.3 Time Off for Union Negotiating Committee</p> <p>Union dropped this proposal for agreement of an increase of Local time off, as we believe that it is more important for at the Local to have more time off that the bargaining team.</p> <p>We feel management wants to create a rift between your bargaining team and you by trying to portray this dispute as an example of how the union leadership wants more, while members are prepared to accept nothing.</p>	<p>Article 5.1.3 Time Off for Union Negotiating Committee</p> <p>Management proposed a full time leave for 90 days, 30 days of this would be paid by the employer</p>
<p>Article 5.2 Time Off for Local Union representatives</p> <p>We have proposed 18 hours at 25% (which we already have), to add 27 hours paid by the union and 40 hours paid 100% by the Local. The colleges have full time employees that are paid 100% to deal with labour relations issues. This proposal allows your representatives to be on an equal footing with management. The approx. cost per college to provide this would be \$21,000 per year.</p> <p>Management's proposal of increasing the percentage paid would work out to be 12 hours paid at 25%, a decrease of 6 hours per week</p>	<p>Article 5.2 Time Off for Local Union representatives</p> <p>Management proposed to increase the amount of time by 3 hours per week and to increase the cost to the Local of 25% paid to 50% paid</p>

<p>Compressed Work Week</p> <p>Union proposes that the issue of compressed work weeks be investigated by the EERC to bring back to the next round of bargaining.</p> <p>This was a glimpse into management's motives that affect your working life. On the one hand they finally addressed the issue of split work weeks. On the other hand, management did not address the possible shift changes that could take place, or changes to your work schedules. Management negotiators did not address how it would deal with inequities whereby some members would be allowed to have a four-day work week while others would be denied.</p> <p>Under management's proposal if you are a frontline worker you would never be able to exercise a four-day work week. Management did indicate that if you, too, wished to exercise a four-day work you're your only option is to put pressure on your manager to agree to your request. We consider this proposal as a concession to your ability to have some control over your shift scheduling. We believe the colleges have the ability to do this under flexible hours of work. If this was a true proposal it would be offered to everybody.</p>	<p>Compressed Work Week</p> <p>Management proposes that we add compressed work weeks into our Collective Agreement</p>
<p>Article 8.1.3.3 – College paid (STD)</p> <p>We proposed that the Colleges not be allowed to use a third party to administer our sick days. Our proposal speaks to third parties infringing on and restricting on our members' rights, We've heard stories of these third parties dictating how long you should be sick for, and then advising the colleges. The colleges then take this information and threaten denial of sick time for the members.</p>	

<p>Article 8.1.12 – Retirement Benefits</p> <p>Our proposal is to have the employer pay for the premiums of retirement benefits.</p> <p>Currently, it is our understanding that the average pension for CAAT Support is around \$1300-1400 per month. This proposal would allow members to have better conditions when they retire as the benefits plan costs take up a good piece of that pension money.</p> <p>In many cases the retirees had dedicated their working careers to the college and the students we serve. This is one way the college could recognize the importance of their contributions towards making the college system the success it is today.</p>	
<p>Article 8.1.5.1 Critical Illness Insurance</p> <p>Our proposal is to provide this insurance to our members.</p> <p>Management and faculty already have this; it isn't a stretch to give this to us. There is no cost to the employer for providing this as the member pays 100% of the premiums.</p>	<p>Article 8.1.5.1 Critical Illness Insurance</p> <p>AGREED</p>
<p>Section 11 Benefits Booklet - Extended Health Care</p> <p>Our proposal is to add weight loss and smoking cessation to our plan. The members have asked for this benefit for a number of years.</p>	<p>Section 11 Benefits Booklet - Extended Health Care</p> <p>Management's proposal is for the union to be able to bring this up for discussion at EERC (Employee/Employer Relations Committee)</p>
<p>Section 17 – Short Term Disability Plan (STD)</p> <p>Our proposal allows for re-instatement of sick days upon you first day of returning from an illness, rather than having to wait 30 days.</p>	

<p>Article 9.4.1 – Tuition Fees</p> <p>Our proposal is to have a system wide policy for dependants for tuition fees. Approx. 19 of 24 colleges have some sort of tuition policy for dependants. We would like to see this available in all 24 of the colleges, and we also would like to see it handled centrally.</p> <p>Management’s proposal for discussion was in the 2008 memorandum of settlement and we still don’t have a system wide policy</p>	<p>Article 9.4.1 – Tuition Fees</p> <p>Management’s proposal is for the union to be able to bring this up for discussion at EERC (Employee/Employer Relations Committee)</p>
<p>Article 13.1 Health and Safety Training</p> <p>Our proposal deals with Council’s renegeing on an agreement that was signed a number of years ago to have the Worker’s Health and Safety Centre as the trainer of choice for health and safety.</p>	
<p>Article 7.7 Special Allowance</p> <p>Under our current contract the colleges are required to pay the ‘Special Allowance’ annually on Sept. 1 or the prior pay period. Management wants to change the date of the payout to the first pay period AFTER Sept. 1.</p> <p>A bit of background. This past August the College Employer Council actually advised the colleges NOT to pay us the Special Allowance this year. Why not? We believe it was a deliberate move on their part to further intimidate or bully you by further reducing those funds available to you during a strike.</p> <p>When we asked management at the bargaining table why they were requesting this change their dubious reply was that Sept. 1 did not necessarily fall on a payday and because of that it complicated payroll process.</p> <p>So why didn’t they propose the first payday in August? or July? Because they DO want to limit your available funds in the event of a strike hoping it will influence your decision on whether or not to support a strike.</p>	<p>Article 7.7 Special Allowance</p> <p>Management’s proposal is to change payment from Sept. 1st or the pay immediately preceding Sept. 1st to payment Sept. 1st or the pay immediately after Sept. 1st</p>

<p>Article 14.1 – Probationary Period</p> <p>Forty-two years ago, under our first collective agreement, our probationary period was six months. What’s changed over 42 years? Why, suddenly, the urgent need to change the length of the probationary period. Again, management is trying to undermine our good jobs and abuse new employees.</p> <p>We believe management’s real agenda is to hire new employees and then release them before their probation expires, thus creating a temporary workforce. This certainly is a concession to an article we have in the collective agreement.</p>	<p>Article 14.1 – Probationary Period</p> <p>Management proposes to increase the probationary period to 1 year from 6 months</p>
<p>Article 15.4.5 – Displacement</p> <p>Our proposal would seek to eliminate the third bump when laying off employees. Currently after the third bump and employee is released from the college.</p> <p>This proposal would serve to truly take into account a persons seniority. What good is seniority if the colleges have the ability to release you from the college because you are the third bump? We would like the true principal of “last in, first out” to apply, meaning that the person in the lowest payband with the lowest seniority would be the person who went out the door.</p> <p>This change in our collective agreement would cost nothing to the employer.</p>	
<p>Article 15.4.6 Familiarization Period</p> <p>Our proposal is that there be a reasonable period of familiarization. Currently there no definition of that period and is made up by the colleges.</p>	

<p>Article 18 – Complaints Grievances</p> <p>We agree with management’s proposal and proposed that we move away from an arbitration board (an arbitrator, union side person and management side person) to a sole mediator/arbitrator</p> <p>This is actually a decent proposal that both sides successfully achieved. This could save the colleges and the union hundreds of thousands of dollars a year as we would not have to pay the cost for the side persons. Management, however, still aims to limit an arbitrator’s powers.</p>	<p>Article 18 – Complaints Grievances</p> <p>Management’s proposal is to go to a two step process. The first step is to file the grievance with your supervisor’s supervisor and the second step is to file the grievance with the President/desginee</p>
<p>Article 18.6.4 Powers</p> <p>We believe there should not be a limitation to the arbitrator’s powers</p>	<p>Article 18.6.4 Powers</p> <p>Management’s proposal seeks to limit an arbitrator’s powers</p>
<p>Scheduling of Arbitration</p> <p>There are many reasons why a grievance cannot be scheduled at a particular time. We do not want to lose a grievance because of not being able to schedule it within 90 days</p>	<p>Scheduling of Arbitration</p> <p>Management proposes that scheduling a grievance to arbitration must happen within 90 days</p>
<p>Article 6.1.4 Flexible Hours of Work</p> <p>Management negotiators stated two weeks was too short a time frame and that they wanted a longer period of notice to opt out of a flexible work schedule - even though you may have special circumstances that require a change in your schedule.</p> <p>We heard management’s concerns that two weeks was too little time to have employees opt out of flexible work hour agreements.</p> <p>Our counter proposal was to agree to increase the amount of time needed to opt out of an agreement from 2 weeks notice to 4 weeks.</p>	<p>Article 6.1.4 Flexible Hours of Work</p> <p>Management’s proposal is to remove the ability for you to opt out of a flexible hours of work agreement</p>

<p>Letter of Understanding – Less than 12 month employees</p> <p>Our proposal was to allow those in less than 12 months positions be able to carry their benefits for their annual layoff period at 100% cost to the employee.</p>	<p>Letter of Understanding – Less than 12 month employees</p> <p>Management agreed to a letter, that allows the employee to carry over their benefits at 100% cost to the employee, if there is no detriment to either the college or the employee with Employment Insurance</p>
<p>Letter of Understanding – St. Lawrence College</p> <p>Agreed</p>	<p>Letter of Understanding – St. Lawrence College</p> <p>Delete letter of understanding as St. Lawrence is now one local, not two locals</p>
<p>Letter of Understanding – Automobile Insurance</p> <p>Our proposal was to have management pay 100% of the cost of automobile insurance for those that use their cars for work purposes. The question for us was how many people ask for this insurance now? The answer would be very few. So while this appears to be a benefit it really does not mean a lot for the average member.</p> <p>We have agreed to management’s counter proposal.</p>	<p>Letter of Understanding – Automobile Insurance</p> <p>Management counter proposed that they increase the amount paid to employees for automobile insurance for those that use their cars for work purposes from \$120 per year to \$150 per year</p>
<p>Letter of Understanding – Initiatives/Opportunities</p> <p>During the last round of bargaining this was a contentious issue. We eventually agreed to have this as a Letter of Understanding as we thought these could be good professional development opportunities if properly used. The colleges, however, have abused this letter.</p> <p>The result is that very few people find themselves hired into these positions as a part of professional development.</p> <p>Management now seeks to make the letter a permanent part of our collective agreement.</p>	<p>Letter of Understanding – Initiatives/Opportunities</p> <p>Management proposes this letter become an Appendix in our Collective Agreement</p>

<p>Benefits Booklet – Out of Country/Province Emergency Coverage and Private Duty Nursing</p> <p>This benefit was introduced by management to limit their liability to our insurance plan for out of province/country emergencies. We have been advised by the Joint Insurance Committee that overall this is a benefit to our members. They are however concerned with the cap for private duty nursing</p>	<p>Benefits Booklet – Out of Country/Province Emergency Coverage and Private Duty Nursing</p> <p>Management proposes a change in these benefits to limit their liability</p>
<p>Letter of Understanding – Contacting Out</p> <p>Our proposal is to not allow anyone to lose their job because of contracting out. Over the past number of years we have lost members because of contracting out, we believe it needs to be stopped.</p> <p>Management’s counter proposal would deal with the issue of the expiry of the letter, however, it does not deal with the real issue which is the contracting out of our jobs</p>	<p>Letter of Understanding – Contacting Out</p> <p>The college has counter proposed that the contracting out letter be added to our Collective Agreement as an Appendix.</p>
<p>Appendix G</p> <p>Our proposal was to allow the students to be paid at a properly evaluated rate.</p> <p>We can agree to an earlier start date for these students. However, we also believe they should be paid for the Good Friday holiday should it fall after the start date.</p>	<p>Appendix G</p> <p>Management’s proposal was to allow students to work mid-April to mid-Sept. and they counter proposed to remove the word student and allow Appendix G’s to be paid minimum wage rather than the student minimum wage.</p>