



BARGAINING UPDATE

Talks Break Off – Next Step Conciliation

LOCAL 88	Update On Bargaining Between NSGEU and St. F. X. University
July 26, 2010	

After 8 days of bargaining, talks between the NSGEU and St. FX broke off on July 20, 2010. The Union has filed an application with the Minister of Labour and Workforce Development for the appointment of a Conciliation Officer to assist the parties in reaching a tentative agreement.

Negotiations to date have been productive with a number of articles agreed to and signed off by the parties. However, there are still several outstanding matters. The following are the most contentious issues that remain:

Wages and Other Cost items

The Union tabled an annual 4% increase in each of three years commencing December 1, 2009, the date of certification of the bargaining unit. The Employer’s package included two options:

- 0% in each year of a three-year agreement with the implementation of a job evaluation system;
- OR**
- 1% in each year of a three-year agreement with **no** job evaluation system;

The Employer’s package incorporated the cost of implementing a job evaluation system. This included hiring an outside consultant and a new HR person to administer the plan and other processes under the new Collective Agreement. Not only will the new HR consultant be administering the new job evaluation system for bargaining unit members, s/he will also administer the plan for non-union employees. As well, based on our calculations, your Employer even included a 3% annual wage increase in each of two years for the new consultant!

The Employer’s wage proposal is extremely offensive. It is unacceptable for our members to receive no wage increase and yet absorb the cost of adding another position in Human Resources to obtain a job evaluation plan. The Employer has sought a job evaluation system for some time and it will benefit not only our members but the Employer as well. The other option of a 1% annual wage increase is also unacceptable when university faculty recently achieved 2.9% annual increases in each year of a three-year agreement along with other monetary improvements.

The Union has successfully negotiated some significant provisions for your Collective Agreement. The Employer agreed to a salary top-up of 95% for 10 weeks of parental leave along with the existing 17 weeks of top-up for pregnancy leave. However, the only other cost proposal the Employer agreed to was callback/standby compensation. They rejected the Union’s proposals for such provisions as: (i) 5 days of paid time off between Christmas and New Years which would prevent employees from having to use vacation during the Christmas closure period; (ii) improved sick leave and injury-on-duty leave; and (iii) other overtime provisions.

Beside the insulting and unacceptable wage offer, the Employer’s package lacks other substantive monetary improvements.

Job Evaluation

The Union proposed a Memorandum of Agreement where the Union and Employer would agree on and implement a job evaluation system to rate bargaining unit jobs with the goal of developing a fair and equitable salary scale. The Union proposed that we and your Employer mutually agree on a fair and competent job evaluation plan. However, the Employer did not agree and instead proposed using the Hay Job Evaluation System. We responded that although we are not necessarily opposed to using the Hay System, we cannot agree without having an opportunity to review it to determine if the plan is in the best interests of the bargaining unit.

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It is insulting that while the Employer proposes that members pay for the cost of implementing a job evaluation system by receiving no wage increases, they also refuse to formally commit to full implementation of the system. They proposed that any increases that occur from the new job evaluation system would only be implemented "subject to the Employer's ability to pay". Furthermore, they would not commit to an effective date of any salary increases from the resulting evaluation process. Again, this is completely unacceptable.

Hours of Work and Overtime

Hours of work and overtime provisions are important to members. The Union proposed that the existing hours of work for current employees remain while an employee is in their current position, but any vacant or new positions would be posted as 35 hours per week. We are aware that there may be legitimate operational reasons for other hours of work so we proposed to accommodate this request by including language that the Union and Employer could mutually agree on other hours of work. For example, if 37.5 hour work weeks are necessary in areas, then the parties can agree to maintain those hours of work for vacated positions. The Employer agreed to maintain the current hours of work, but proposed waiting and addressing this issue further after the job evaluation system is implemented. This is problematic as they have no intention of deciding on hours of work with the Union, or developing standard hours of work for the bargaining unit, instead they propose that the manager and/or university dean decide on the hours of work for individual employees which is really no different from what occurs now!

The most upsetting part of the Employer's proposal is to not continue adhering to the current flex hour system because the Union's proposed overtime provisions which are common to other NSGEU collective agreements. They state they cannot abide to the present system because they do not have a grasp of how much overtime is being worked. The Employer's rationale is confusing and the Union is not willing to accept this explanation as a justification to remove the flex hour system from our members.

Job Posting

One of the many benefits of being unionized is that bargaining unit members have the first opportunity to apply for vacant bargaining unit positions. Therefore, we proposed that qualified internal applicants (regular employees before term employees) be considered and hired before the Employer considers any external applicants (those outside the bargaining unit). The Employer wants to maintain the current practice of hiring whomever they wish and would only hire a bargaining unit member if they were deemed equal to the external job applicant.

What are the next steps?

The Minister of Labour and Workforce Development will appoint a Conciliation Officer to assist in the bargaining process. The Conciliation Officer will coordinate a meeting between the Union and Employer's Chief Negotiators and respective Bargaining Committees. The Conciliation Officer acts as a mediator and does not have the power to impose an agreement on either party. It will likely take several weeks to schedule sessions with the Conciliation Officer.

Ideally, appointing a Conciliation Officer will assist the parties in reaching a tentative agreement that is fair and equitable and acknowledges the essential role our members play in their workplace. Please note that regardless of the outcome of conciliation Local 88 members will be given the opportunity to vote by a secret ballot on a tentative agreement if one is reached at conciliation, or the Employer's final offer, if an agreement is not reached. More information on this process will follow as we come closer to either occurring.

Every effort will be made to reach a fair first collective agreement for Local 88 members! Please show your support to your bargaining committee.

Sheldon MacDonald
867-2367
smacdona@stfx.ca

Brenda McKenna
867-3758
bmckenna@stfx.ca

Craig Seaboyer
867-2499
cseaboye@stfx.ca

Tina Webber, Chief Negotiator
424-4063
twebber@nsgeu.ca