

Bargaining Proposals - Layman's Terms

Union Proposal/Response

Wages

Amend to provide a 3% wage increase in each year of a two year Collective Agreement.

Layman's explanation

CPI is currently 2.7%

Average wage increase of education sector in Ontario is 2%

1.5, 1.5 and 1.75 offer doesn't meet either of these

Article 1.1 Recognition – Recognition of Part Time employees into bargaining unit

Layman's explanation

Non-unionization of part time employees means less cost and flexibility to the employer. Less cost and more flexibility for the employer means more part time will be hired rather than full time

There has been a 4.9% increase of full time jobs in the colleges vs. an 8.91% increase of part time jobs. This is about making part time employment less attractive to the college and hiring more full time employees.

Article 4.3 – Part time lists - Provide a part time list monthly, with actual hours worked

Layman's explanation

This is a no cost item to the college, it already programmed into their computer systems. Increasing the frequency and accuracy of the lists will make it easier to try and convert full time jobs from part time ones.

This allows the union to police the amount of part time workers and help ensure they are doing full-time work or indicate we need more full-time staff.

Article 5.2 Time Off for Local Union representatives

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.

Layman's explanation

The time off change in this proposal, is adding the 27 hours at 50% cost and another 40 hours that the Local would be paying. Total additional cost to the colleges would be \$500,000 or \$21,000 per college

Compressed Work Week

Union proposes that the issue of compressed work weeks be investigated by the EERC to bring back to the next round of bargaining.

Layman's explanation

This is a no cost item to the colleges, it is their proposal.

We want to look at whether compressed work weeks are needed.

Questions that need to be answered are?

Can someone be forced to work 10 hour days, if someone chooses to work a compress work week can they go off if their situation changes? Are we going to have to work Friday to Monday? How is this going to impact your overtime and shift notice? How do we address inequity issues where one person is allowed to have this and another person can't.

Your bargaining team asked to have these parameters set before we would ever think about putting this into the collective agreement.

Management said no!

Article 8.1.3.3 – College paid (STD) - the Colleges not be allowed to use a third party to administer our sick days.

Layman's explanation

A third party would be telling you how long you could be sick for and then the college would be withholding pay because you should be back at work according to their provider.

Article 8.1.12 – Retirement Benefits have the employer pay some cost of premiums for retirement benefits.

Layman's explanation

This is a large cost item, we know it, we want to look at ways to defray the cost to our retirees.

Section 11 Benefits Booklet - Extended Health Care - add weight loss and smoking cessation to our plan.

Layman's explanation

Members have asked us for this for a number of years. With rising health care costs, this would be a way of cutting down on health care costs in the future, by having a healthier workforce.

Section 17 – Short Term Disability Plan (STD) - Re-instatement of sick days upon you first day of returning from an illness, rather than having to wait 30 days.

Layman's explanation

If you are sick on the first day of benefits coverage Sept. 1, you are not entitled to your current sick time until Oct. 1. We want the entitlement to start immediately when you return.

Article 9.4.1 – Tuition Fees - a system wide policy for dependants for tuition fees.

Layman's explanation

19 out of 24 colleges have a policy, we want it to be 24 of 24.

Article 13.1 Health and Safety Training - 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.

Layman's explanation

This is a no cost item to the college. College's want to move to their provider which we believe is less likely to bring the union's point of view on some issues.

Article 7.7 Special Allowance - change the date of the payout to the first pay period AFTER Sept. 1.

Layman's explanation

This is a no cost item to the college. The colleges 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.

Article 14.1 – Probationary Period - Management proposal to increase the probationary period to 1 year from 6 months

Layman's explanation

This is a no cost item.

They want to extend the probationary period to 1 year- this give them the opportunity to release any employee within the one year and the employees will not have rights to representation for dismissal, layoffs, reassignments (if you look at our article 18.6.1 the union cannot file grievances for probationary employees) Sounds pretty much like i/o doesn't? Once again sounds like disposable positions?

The 6 months have been there for 40 years - why the need to change this? This whole round of bargaining has been to protect our job security and the good jobs now and in the future. When you put these issues together with the use of I/O positions you can see the direction the college wants to go.

Article 15.4.5 – Displacement - eliminate the third bump when laying off employees.

Layman's explanation

This is a no cost item to the college, this would allow for more bumps in the case of layoffs and help prevent those with more seniority being released from the college

Article 15.4.6 Familiarization Period - provide a reasonable period of familiarization.

Layman's explanation

This is a no cost item to the college. We want people to be able to succeed in placements after layoffs occur and currently there is no definition of that period. This would allow that to happen

Article 18.6.4 Powers - there should not be a limitation to the arbitrator's powers

Layman's explanation

This is a no cost item to the college. They want to take away the rights of arbitrators to wave timeline objections and hear the arbitration on the merits (this right is in the college collective bargaining act)

Scheduling of Arbitration - Management's Proposal - schedule all grievance for arbitration within 90 days

Layman's explanation

This is a no cost item to the college. 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. If a grievance is not scheduled within 90 days of forwarding it to arbitration it is dropped automatically. The employer has the ability to turn down up to 2 proposed dates the third day offered they must take. This means that they can turn down 2 dates and the 3rd date if not scheduled within 90 days the grievance would be dropped.

Article 6.1.4 Flexible Hours of Work - Management's proposal - remove the ability to opt out of flexible hours or work agreements

Layman's explanation

This is a no cost item to the college. 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. We believe increasing the amount of time needed to opt out of an agreement from 2 weeks notice to 4 weeks answers their need to have a longer opt out period.

Letter of Understanding – Initiatives/Opportunities

Layman's explanation

This is a no cost item.

We 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. Accepting this letter into our collective agreement would take away one of the abilities to control abuse of this letter. It would give the colleges the right to use and abuse this letter, it would allow the colleges to create a temporary workforce...permanently

Appendix G - allow the students to be paid at a properly evaluated rate.

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. This is another way of allowing management to have a less expensive, temporary workforce. We just want the students to be paid what they should be and for the holidays they are entitled to.