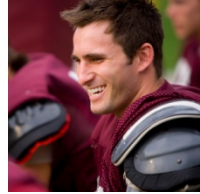




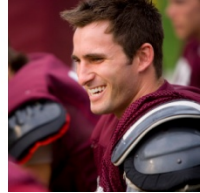
Implementation Sessions Renewal Collective Agreement CAW Local 555, Unit 1

Sept 30th, Oct 1st and 2nd, 2009



Agenda

- Welcome (Mark Haley)
- Collective Bargaining Update (Mark Haley)
- Highlights of Renewal Collective Agreement
 - Monetary Features (Mark Haley)
 - Language Features (Geoff Tierney)
- Q & A (Mark Haley, Geoff Tierney, Wanda McKenna)



University Bargaining Team

Chair: **John Capone** (Dean, Faculty of Science)

Team Membership:

- **Dwayne Martins** (Administrator/Assistant Professor (PT), Medicine)
- **Barbara McKenna** (Director, Admin. & Finance University Research Envelope)
- **Dave Tucker** (Sr. Health Physicist)
- **Fred Cram** (Associate Director, Athletics and Recreation)
- **Tracey Carr** (Manager, School of Nursing)
- **Kenneth Coley** (Associate Dean, Academic, Faculty of Engineering)

HRS Bargaining Team Support

- Mark Haley (Assistant VP, Human Resources Services)
- Geoff Tierney, Employee / Labour Relations Advisor (Legal)
- Kim Foster, HR Consultant, University Advancement
- Greg Polan, HR Consultant, Library
- HR Subject Matter Experts as required



Collective Bargaining Schedule

Employee Group	# of employees	Expiry Date
CUPE, Local 3906 - Teaching Assistants	3175	August 31, 2009
CAW, Local 555, Unit 2 - Parking & Transit	42	December 15, 2009 (3 month extension)
IUOE, Local 772 - Operating Engineers	12	February 28, 2010
CUPE, Local 3906 - Sessional Lecturers	294	April 30, 2010
SEIU Local 2 - Operations & Maintenance, Casual Cleaners	254 47	September 30, 2010
SEIU, Local 2 – Machinists	2	September 30, 2010
SEIU Local 2 - Hospitality Services	83	December 31, 2010
CAW Local 555 - Security Officers	13	June 30, 2011
Faculty Association & Librarians	998	June 30, 2011
CUPE, Local 3906 - Post Doctoral Fellows	130	September 15, 2011
CAW, Local 555 Unit 1 – Staff	2324	August 31, 2012



Renewal Collective Agreement Monetary Features

1) Term

- 3+ years: June 16, 2009 to August 31, 2012
- Agreement comes into effect immediately upon ratification
- Security of term and conditions of employment until August 31, 2012



Renewal Collective Agreement Monetary Features

2) Basic Rates of Pay

- Across-the-Board increases

 - Year 1: 1.00% (effective Dec 1, 2009)

 - Year 2: 2.00% (effective Aug 8, 2010)

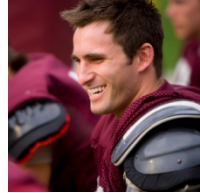
 - Year 3*: 2.75% (effective Aug 7, 2011)

- * Year 3: 2.275% annualized (June 16, 2011 to August 31, 2012)

- Lump sum payments to all employees (\$1000 / \$500)

- Restore Step 3 (starting rate)

- Maintain normal step progression; premiums for 'Overs'



Renewal Collective Agreement Monetary Features

3) Employee Pension Contributions

- Under / Over YMPE*:
 - 5.50% / 7.00% (current)
 - 5.75% / 7.50% (effective Jan 10, 2010)
 - 6.25% / 8.25% (effective Jan 9, 2011)
 - 6.50% / 8.75% (effective Jan 8, 2012)

* For 2009 = \$46,300

- Maintain “Rule of 80”
- “True-up”



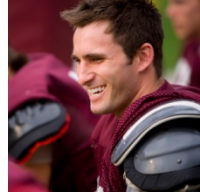
Renewal Collective Agreement Monetary Features

4) Retirement Savings Vehicle for New Hires

- Referred to normative Interest Arbitration* (as compared to Final Offer Selection Arbitration)

* Changed from University's final offer

- For Employees hired on or after October 1, 2009
- George Adams to be the Sole Arbitrator
- Hearing scheduled for December 21-23, 2009



Renewal Collective Agreement Monetary Features

5) Post Retirement Benefits for New Hires

- Post-Retirement Benefit Co-Pay Program for employees hired on or after October 1, 2009

Years of Continuing Service *	Percentage of Yearly Cost Payable by Retirees	Percentage of Yearly Cost Payable by University
30 or more	25	75
25 – 30 **	50	50
20 – 25	75	25
10 – 20	100	0

* with the Rule of 80 or age 65 as at the date of retirement and collecting an annuity, reduced or unreduced

** changed from University's final offer



Renewal Collective Agreement Monetary Features

6) Job Evaluation System 2009

- No change to Job Evaluation Plan (same weighted rating factors and points)
- Will move to use of generic job descriptions – no more JCQs
- Supervisors determine job content
- Supervisors complete job description in consultation with employee



Renewal Collective Agreement Monetary Features

6) Job Evaluation System 2009 (cont'd)

- Management-only Evaluation Committee (non-joint)
- Evaluation Committee has control function over evaluations
- Role of Human Resources: service and advice
 - more details to follow



Renewal Collective Agreement Monetary Features

6) Job Evaluation System 2009 (cont'd)

When jobs re-evaluated to a lower grade:

- Enhanced salary protection: 2 years green-circling thereafter red-circling
 - **green-circling** means no change to employee's pre-evaluation grade and Step and ATB increases continue to apply
 - **red-circling** means employee's wage rate is frozen until Step / ATB increases catch-up
- Priority Placement – up to 2 years
 - University will search for a suitable vacancy at former (higher) grade



Renewal Collective Agreement Monetary Features

6) Job Evaluation System 2009 (cont'd)

Tailored dispute resolution process:

- Stage 1 – Review
 - Submitted by employee or supervisor to a joint Review Committee
 - Time limited and only one review per evaluation
- Stage 2 – Grievance
 - Submitted by employee to a joint Grievance Committee
 - Time limited
- Stage 3 – Arbitration
 - By independent 3rd party – Final Offer Selection
 - Employee forfeits enhanced salary protection if unsuccessful



Renewal Collective Agreement Monetary Features

7) Training Fund

- On a trial basis, expiring August 30, 2012, University will contribute to training fund:
 - Year 1: up to \$75,000
 - Year 2: up to \$150,000
 - Year 3: up to \$225,000
- Administered by joint Training Committee



Renewal Collective Agreement Language Features

Article 3 Definitions

3.02 Types of Employees

- “Seasonal Employee” replaces “Sessional Employee”
- “Casual employee” means an employee who works in a position having no specified schedule and that may be of indefinite duration
 - Definition of “Temporary employee” unchanged (less than 12 months)
- “Research Employee” means an Employee whose position is funded by research grants, contracts or physicians’ billings



Renewal Collective Agreement Language Features

Article 4 Management Rights

- No change to language but University clarified in a letter to the Union that the ability to assess and manage employee performance is an existing management right



Renewal Collective Agreement Language Features

Article 5 Union Representation

5.03(j) General Meetings

- All Employees shall be entitled to 2 one hour paid leaves each fiscal year for the purposes of attending General Meetings of the Union **on the University's main campus. Employees who work at locations off the main campus will be granted reasonable travel time to and from the General Meetings without loss of pay, to a maximum of 1 hour round trip.**



Renewal Collective Agreement Language Features

Article 6 Complaint/Grievance and Arbitration Procedures

- Some minor language changes to provide clarity and precision
- Deleted reference to Board of Arbitration; all arbitrations to be heard by Sole Arbitrator



Renewal Collective Agreement Language Features

Article 7 No Strikes or Lockouts

7.03

- Clarified employees' obligations when encountering a picket line during the course of their work:
... the Employee shall not be required to cross a picket line where to do so would jeopardize her safety.



Renewal Collective Agreement Language Features

Article 11 Employee Information

11.03 and 11.04

- Employee health information to be housed in 2 separate files:
 - **Employee Health / Return-to-Work File** (information relevant to prognosis, return-to-work, required accommodation; access to HR, supervisors)
 - **Employee Medical File** (all medical information including diagnosis; access only to Occupational Health Physician and Nurse)



Renewal Collective Agreement Language Features

Article 12 Progressive Discipline and Discharge

12.03 Disciplinary Process

- Process modified to allow greater ability to investigate alleged disciplinary offence prior to union involvement
 - Previously, union needed to be involved once employer was “considering” discipline; now, union involvement required prior to discipline being imposed
- New language re: Immediate Investigatory Suspensions
 - Where it’s necessary to remove an employee from the workplace immediately, the procedural obligations of Article 12.03 do not apply until the investigation is complete
 - Immediate Investigatory Suspensions are with pay



Renewal Collective Agreement Language Features

Article 13 Probationary Employment

13.03 Progress and Performance Reviews

- Express obligation to provide copies of any progress and performance documentation to the Union

30.02(b) Salary Continuance

- Probationary employees no longer entitled to salary continuance



Renewal Collective Agreement Language Features

Article 15 Hours of Work

15.06(b) (re absence from work due to illness)

- Moved to new Article 30.01 Reporting Absences

15.08(h) Payment of Overtime or Compensating Time Off

- Previously, employees permitted to carry over overtime for compensating time off purposes up to 10 hours; now, 10 hour maximum may be exceeded with agreement of employee, supervisor and union



Renewal Collective Agreement Language Features

Article 16 Leaves of Absence

16.01 Bereavement

- May be granted up to 3 days, without loss of pay, for death of a person significant to the employee (previously, 2 days)

16.03 Unpaid Personal Leave

- New (b) clarifying employee's rights upon return from 12-month leave; resume former position, if it still exists, or modified access to the layoff provisions



Renewal Collective Agreement Language Features

Article 16 Leaves of Absence (cont'd)

16.04(d)

- Carryover of vacation may be granted up to 10 days in extraordinary circumstances (previously, up to 5 days)

16.05 Paid Holidays

- Add Family Day (3rd Monday in February)

16.10 Family Medical Leave

- 90% top-up for employees receiving Compassionate Care EI Benefits



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (in conjunction with Letter of Understanding)

17.02 Measures to Avoid or Minimize the Impact of Layoff

- Definition of “Minimal Training” increased from 5 up to ten (10) Working Days on trial basis
- Emphasis on training as potential for alternative to layoff; supervisors obliged to notify employees in advance of any changes in job design or requirements



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (in conjunction with Letter of Understanding)

17.04 Notice of Layoff

- For employees on a leave of absence, the notice period begins upon their return to work (previously they elected)
- Express language providing that employees on salary continuance do not receive a paid notice period in addition to salary continuance benefits
- Time off during notice period to seek alternative employment, **including time to prepare for meetings arranged by the Employer** (i.e. meetings with the hiring supervisor, formerly “assessment meetings”)



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (cont'd) (in conjunction with Letter of Understanding)

17.06 Priority Placement

- Automatic inclusion on Priority Placement List; employee may opt-out
- If, following a meeting with the hiring supervisor, an employee is not placed into a vacancy, the hiring supervisor must provide to the employee a written basis for the decision, if requested by the employee



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (cont'd) (in conjunction with Letter of Understanding)

17.06 Priority Placement (cont'd)

- Enhanced priority placement for employees placed into a limited term position: 8 weeks at the end of the term (previously, 6 weeks) and, if unplaced, for an additional period equal to the original notice period
- Employees subject to layoff due to reduction in hours (10% or more) may accept reduction at any point in notice period, provided the position has not been offered to someone else



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (cont'd) (in conjunction with Letter of Understanding)

17.07 Displacement

- Employees must opt-in, in writing, within 5 Working Days following notice of layoff
- For employees who do not opt-in, severance pay entitlement is enhanced by 2 weeks



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (cont'd) (in conjunction with Letter of Understanding)

17.07 Displacement (cont'd)

- Seniority and Probationary employee lists are 'frozen' effective the date of notice of layoff; only employees on those lists are eligible to be displaced
- Employees to be displaced will receive at least 2 weeks notice of the displacement



Renewal Collective Agreement Language Features

Article 17 Redundancy – Layoff and Recall (cont'd) (in conjunction with Letter of Understanding)

17.08 Layoff and Recall

- Automatic inclusion on Recall List once on layoff (Priority Placement and Displacement must have been unsuccessful); Employees may opt-out of inclusion on Recall List

17.09 Severance Pay

- Express language providing that employees may elect at any time after notice of layoff to take severance pay



Renewal Collective Agreement Language Features

Article 18 Appointments and Promotions (in conjunction with Letter of Understanding)

18.03 Application Process

- On a trial basis, expiring August 30, 2012, all candidates for a vacancy to be considered concurrently (including those on the Priority Placement List, Recall List and external candidates)



Renewal Collective Agreement Language Features

Article 21 Compensation

21.09 Effective Date

(to be read in conjunction with Appendix VIII – Job Evaluation System 2009)

- Effective date for wage increase due to re-evaluation is the date the revised job description was received by Human Resources
 - (previously, the date when the change to the job took effect, as agreed between employee and supervisor)
- Re-evaluation to be submitted within 30 days of on-going change in job content



Renewal Collective Agreement Language Features

Article 22 Benefits Schedule

22.07 Salary Continuance Plan and 22.08 LTD

- Moved to new Articles 30.02 & 30.03

Appendix IV Compensation and Benefits

- Minor benefit improvements
 - Dental implants included in Major Restorative coverage
 - Written referral not required for massage therapy



Renewal Collective Agreement Language Features

Article 24 Job Descriptions

(to be read in conjunction with Appendix VIII – Job Evaluation System 2009)

- All references to JCQs removed
- Job descriptions for posted vacancies to be made available to employees within 7 days of posting



Renewal Collective Agreement Language Features

Article 30 Personal Illness or Injury

- New title (previously Accommodation and Return to Work)
- Amalgamates language relevant to medical absence from work
 - Reporting Absences (previously Article 15.06)
 - Salary Continuance (previously Article 22.07)
 - LTD (previously Article 22.08)
 - Accommodation and Return to Work



Renewal Collective Agreement Language Features

Article 30 Personal Illness or Injury (cont'd)

- Express language removing eligibility for Salary Continuance benefits for employees:
 - on layoff
 - unpaid leave of absence
 - no longer employed, and
 - age 70 or older
- Probationary employees not eligible for Salary Continuance benefits effective June 16, 2009; or LTD, effective July 1, 2010

Q & A