

College Employer



# Managing In the College Environment – A Guide to the Support Staff Collective Agreement

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Presented by:

Erin Holl, Director – Support Staff, College Employer Council  
Nicole Perreault, Manager – Human Resources, Niagara College

# Agenda

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- Introductions
- Working in a unionized environment
- Typical collective agreement provisions
- Management rights
- Key articles of the Support Staff collective agreement
- Grievance procedure
- Support Staff job evaluation process
- Question and answer period

# The College Employer Council - Mandate

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- Amendments to Colleges' Collective Bargaining Act in 2008; employer association established April 1, 2010
- Bargaining agent on behalf of 24 colleges during negotiations with OPSEU Academic and Support Staff bargaining units – joint provincial committees
- Policy holder on behalf of colleges, for all employee/retiree benefits
- Develop guidelines within committee structures for Administrative staff and presidential compensation and, terms and conditions of employment
- Provide a broad range of services to colleges on human resource issues

# Managing in a Unionized Environment— The Collective Agreement

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- Defines and regulates the relationship between the union (OPSEU) and the employer (CEC on behalf of all 24 Ontario Colleges)
- Outlines terms and conditions of employment for Support Staff employees
- Typically includes: a) term of agreement, b) recognition of bargaining agent, c) management rights clause, d) grievance and arbitration process e) hours of work f) wage rates, g) seniority h) leaves
- Letters of Understanding – must be renewed every round of bargaining
- Influence of legislation, e.g. Human Rights Code, Occupational Health and Safety Act

# Managing in a Unionized Environment

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## Key Principles

- All Support Staff employees covered by the collective agreement are members, whether they join the Union or not – dues deducted (Article 5.4)
- Some employees will be more actively involved with the Union than others (Time off requests – Article 5.1 - 5.3)
- Employee rights are contained in the Collective Agreement
- The union or an employee can grieve if it/they believe their rights have been violated (Article 18)
- Grievance carriage rights reside with the grievor, not the union

# Managing in a Unionized Environment- Management Rights

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As a College Manager, you have delegated authority to carry out the functions contained in Article 3.1:

- The union acknowledges management has the right to:
  - Hire, appoint, promote, recall and determine complement
  - Terminate, layoff, transfer
  - Discipline, suspend, demote
  - Classify, assign
  - Plan, direct, control operations, facilities, programs, etc.
  - Schedule work, etc.
- In a manner consistent with the collective agreement

# Resources Available

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- Human Resources Department (first point of contact)
- Collective Agreement(s) (legal precedence)
- Individual college procedures and policies, past practice
- Provincial legislation – Health and Safety Act, Human Rights Code
- Local joint union-management committees (UCC and ESC)
- Affinity groups (Coordinating Committees– VPA,VPSS, HR)
- Listservs
- The Council website [www.thecouncil.on.ca](http://www.thecouncil.on.ca)

# Key Articles of the Support Staff Collective Agreement – Work Schedules

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- Article 6.1 – Normal hours of work
- Article 6.1.4 – Flexible hours of work requires union and employee approval
- Article 6.1.5 – Compressed Work Week
  - Requires agreement between college and employee
  - Requires 4 weeks' notice to local Union College Committee
  - Describes process to convert from 5 day work week to a compressed work week
  - 8 weeks' notice by either party to terminate agreement and return to a 5 day schedule



# Key Articles of the Support Staff Collective Agreement – Work Schedules

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- Article 6.3.1 - No split shifts
- Article 6.3.2 - Shift rotation
  - 15 hours between shifts
  - 39 hours where there is 1 day off between shifts
  - 60 hours where there is 2 days off between shifts
- Article 6.3.3 - Notice of Shift Change – 3 weeks' notice. Major changes require a discussion with Union College Committee
- Article 6.4 - Call back
  - On-site call back minimum guarantee of 4 hours overtime
  - Off-site call back minimum guarantee of 2 hours overtime

# Key Articles of the Support Staff Collective Agreement – Work Schedules

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- Article 6.5 - On-Call
  - \$1.00 per hour for all hours on-call
  - If employee is required to work then the recall provision applies
- Article 6.7 and Appendix C - Averaging of hours worked
  - Requirement to discuss with Union College Committee
  - Averaging period over 6 months
  - Requirement to keep detailed records
  - Overtime or compensatory time off at the end of 6 month period for hours worked in excess of agreement

# Key Articles of the Support Staff Collective Agreement – Personal Leave with Pay

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- Article 12.2 – Personal Leave with Pay
- “Leave of Absence for personal reasons, religious leave and special leave in extenuating personal circumstances may be granted at the discretion of the College without loss of pay and such requests shall not reasonably be denied”
- The importance of a consistent sector wide approach
- Legal precedence

# Key Articles of the Support Staff Collective Agreement – Employment Stability

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- Articles 14.6 and 15 – Employment Stability and Layoff/Recall Process
  - Joint Employment Stability Committee
  - Strategies – Voluntary Leave Programs
  - Employment Stability Fund – contributions by college to support redeployment of displaced employees within \$ limits
  - Displacement Procedure – appointment of displaced employees
  - If employee elects Recall – up to 12 or 18 months after layoff depending on length of employment

# Key Articles of the Collective Agreement

## Article 15 – Displacement of an Employee

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- Jane Doe – pay band F, seniority – April 1, 2010
  - Notice to union and employee
  - First review vacancies in pay band F (pg. 78 for sequence)
  - If no vacancies, most junior person in pay band F is displaced if qualification for core duties is met
  - If no job matches in pay band F, follow same process in pay band E and so on
  - Employee can not be displaced to a higher pay band
  - 90 days wage protection once appointed to new position
  - Familiarization period – not retraining

# Key Articles of the Support Staff Collective Agreement - Temporary Full-time Positions

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- Article 1.6 - Non-recurring projects
- Article 17.3.2 - Temporary replacement for more than a day
- Article 17.3 - Temporary assignment for > 4 months – requirement to post with 4 weeks' notice of assignment
- Initiatives/Opportunities Letter of Understanding
- Appendix D – during certain absences of full time staff
- Consult HR when contemplating an increase in weekly hours over 24 for part-time staff (re: completion of probationary period)

# Key Articles of the Support Staff Collective Agreement – Initiatives/Opportunities

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- Letter of Understanding – pg. 99 - Allows 2 year bargaining unit positions to explore new opportunities or projects with a pre-determined end date or,
  - One time funding or a venture with specific goal and time frame
  - Must be communicated to local union and posted in accordance with 17.1 and 17.1.1
  - If filled by permanent employee, must back fill using Appendix D
  - Not to be used to replace existing full time staff or to address workload

# Key Articles of the Support Staff Collective Agreement – Grievances & Arbitrations

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- Article 18 – Grievances and Arbitration
  - No strike while collective agreement is in effect
  - Complaint section (pre-grievance)
  - Role of mediator/arbitrator and the mediation/arbitration process
  - Review of arbitration award; what the arbitrator said
  - Establishing legal precedence



# College's Role - Grievance Process

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- Positive working relationships with staff may allow resolution of an issue before an employee feels the need to file a grievance
- If you receive a grievance, there are 2 types:
  - Classification (pg. 62)
  - Working Conditions/Terms of Employment (pg. 66)
- **Step 1 – Department Head**
  - A written grievance stating the nature of the grievance and the remedy sought will be presented; goes to level above immediate supervisor
  - Human Resources can provide guidance during the process
  - A response can be provided without a meeting

# College's Role - Grievance Process

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- If there is a meeting with the employee @ Step 1
  - Employee may ask a Union representative to attend
  - HR may attend and should review the circumstances – are there technical issues that need to be addressed, such as “outside time limits”
  - Document the issues – treat as ‘fact finding’ – remain neutral
- With or without a meeting, respond in writing within the time limits unless otherwise agreed – conduct additional research if required – can request an extension

# College's Role - Grievance Process

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- Step 2 - as the President/Designate
  - note time limits for referral, requirement for meeting and written response
  - Remain neutral
  - Follow same guidelines as for “Department Head”
  - Written response within 10 days
  - Referral to mediation/arbitration within 10 days of response from President/Designate

# Job Evaluation Program

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- Process of evaluating jobs – relative to all other jobs in employee group
- Impact of pay equity legislation – factors of: skill, effort, responsibility, working conditions
- A jointly developed rating tool (job evaluation manual)
- College's/Human Resources' responsibility for evaluation and maintenance; employee's recourse is through grievance
- College/Manager defines the role, prepares the PDF with input
- Separate the incumbent from the role

# In Summary.....

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- Consult with Human Resources early on in decision making process
- Review the collective agreement provisions
- Discuss legal precedence, college practices and procedures
- When reviewing PDFs, clarify expectations of the role
- Consider how actions will impact other staff, departments, the college, the sector

Q & A?

Thank you for attending the session.