



Negotiations Update – December 14, 2023

The local opened bargaining with an extensive proposal package that included:

- reductions in staff based on seniority.
- any involuntary reductions in FTE suffered by members allow them to enter the bumping process. Currently only those at 1.0 FTE have that ability. Currently, if members who work less than 1.0 FTE can only access the bumping process if their hours are reduced by 0.2 FTE or greater. The Local argued that any FTE reduction has a big negative impact on support staff regardless of FTE. FTE should not distinguish whether you have access to job security through seniority rights.
- Employees shall have the right to have a union representative present at any meeting. This is inline with reducing barriers and providing safe spaces at meetings where members feel unsafe.
- Referencing Article 1. c. in the Respectful Learning and Working Environment.
- Lowering the time that disciplinary records stay in your Employee File from 30 months to 12 months. The local argues that 30 months for a disciplinary file to follow an employee is excessive.
- Clear language that reflects the practice of permanent employees assigned to supply as a result of former positions or equivalent positions not being available if returning from a leave or unsuccessful in a probation or trial period.
- Clear language on medical documentation requests being specific to current issue and limited to assessing restrictions, and prognosis. Also addressing how the information is retained. This is to address concerns of over reach in Physician supplementary forms, and/or questioning of support staff by Health consultants.
- Duty to Accommodate: Having language in the Collective Agreement, or discussion on a Letter of Understanding. Accommodation continues to be a concern for members.
- Language reflecting that if a bereavement occurs while on a sick leave there will be no deduction of sick leave for the period of the bereavement.
- Clear language on Leaves for union business – reflecting practice and situations where there is no language
- Information provided to the union include personal emails and cell phone numbers. Reflects current practice.

- Removal of Retirement Years of service to provide years of service allowance to members that resign or retire being entitled to receive a years of service allowance. Recognition of service.
- Eligible employees that pass away prior to retirement, estates should receive the applicable allowance. Recognition of service should be recognized posthumously. It is an earned benefit.
- Changes to TBW/Supply Support to allow sick leave credits earned by TBW employees to be carried over to subsequent assignments to a maximum of sixty (60) working days.

These proposals were the remainder of the non-monetary proposals. We have not withdrawn any proposals that have not been agreed to.

Division Response in the afternoon:

- Adding an article to definition of TBW (3. (d))
- Reject all proposals except referencing Article 1.c. in Article 6 Respectful Learning and Working Environment
- Accepting definition of PAS – Permanent Assigned to Supply on the condition that they can only be in this category for 1 year then put into permanent lesser FTE. NO WAY!
- Proposal to bundle language proposed by the union on medical documentation requests.
- Proposal of further discussion on Article 19 - seniority and Article 21 –request for information
- Proposal to add Article 31 ability to opt out of benefits for retired TBW employees.
- Recognized that TBW employees do carry over their sick leave credits to subsequent assignments. However, no process or policy was identified that could be shared.

The bargaining committee will respond to the Division at the next bargaining date. Dates were not able to be discussed and available bargaining dates will be communicated by the Division.