

BARGAINING UPDATE



BOW VALLEY COLLEGE LOCAL 071 CHAPTER 011 - NON-ACADEMIC STAFF

Bow Valley College negotiations moving to mediation

Monetary proposals exchanged, but employer won't negotiate

Your negotiating team met with the employer on Feb., 17, 2022, to continue negotiations of the outstanding non-monetary items and to exchange our monetary proposals.

Unfortunately, the employer has advised us that they are not willing to discuss or sign off on any further articles without the help of a third party, therefore, requesting that we move forward to mediation.

Outstanding non-monetary items

There are still several non-monetary items outstanding, some of which we believe we would be able to reach an agreement on with further conversation, and a couple where we have reached an impasse that would be appropriate to move forward to mediation.

The outstanding items we believe we would be able to reach an agreement on are:

Article 13 – Hours of Work While the employer withdrew their proposed rollbacks, your negotiating team proposed language that would require the employer to provide sufficient notice to employees should the employer initiate a change in an employees' regular scheduled hours of work.

Article 14 – Overtime While the employer withdrew their proposed rollbacks, your negotiating team has proposed language to this Article so that any overtime pay employees work can be claimed at the employees' discretion by either being paid out or banked as time in lieu.

Article 22 – Probationary Employee and Period The employer has agreed to a standard probationary period for all classifications but did not respond to your negotiating team's proposal requesting sufficient notice and rationale be given to an employee prior to the completion of their probationary period should the employer request to extend an employee's probationary period.

Article 25 – Casual Sickness While the employer withdrew their proposed rollbacks, your negotiating team has proposed language that would allow employees the ability to use any accrued vacation days if an employee has exhausted all of their casual sickness days, prior to employees being required to take an unpaid absence.

Article 27 – Proof of Illness Your negotiating team has proposed language that any and all required medical documentation required

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by the employer be reimbursed by the employer. Currently, only additional medical documentation is covered, not the initial required attending physician form. Your negotiating team had also agreed to put a cap on the reimbursement amount.

Article 42 – Job Opportunities Your negotiating team has proposed language that would allow an employee who has been an incumbent of a project or temporary position for at least 12 months to be awarded that position should it become continuous.

Letter of Agreement (LOA) – Workload Review The employer tabled an LOA for Workload review at the Feb, 17, 2022 meeting. While this language is similar to the initial proposal tabled by your negotiating team, there is a key piece missing to allow the employee to fulsomely address workload issues and your negotiating team proposed an amendment. Unfortunately, the employer was not willing to discuss our proposed amendment.

Non-monetary items at an impasse

Article 1 – Definitions Your negotiating team has proposed improvements to Temporary and Project definitions including notice of extensions and limiting terms where if exceeded these positions would become continuous.

Article 10 – Layoff, Recall, and Termination Both parties agree this article should be divided into two categories 1. Layoff and Recall, and 2. Position Abolishment. Your negotiating team is looking to improve these articles while the employer is looking to roll back protections and entitlements under these articles.

Article 29 – Named Holidays The employer is unwilling to include Sept. 30, 2022, National Day for Truth and Reconciliation as a named holiday.

Monetary Items

We expected the employer would follow the pattern we have seen at other bargaining

tables and make an offer similar to the deal recently ratified by AUPE members who work for the Government of Alberta (GOA).

Indeed, what we received was nearly identical, although it did not include the gain share increase that we have seen at other post-secondary tables, nor provisions for job security that was included in the GOA deal.

Employer proposal

- 4-year term from July 1, 2020 – June 30, 2024.
- 1.25% wage increase effective April 1, 2023.
- 1.50% wage increase effective December 1, 2023.
- Status quo on all other articles that contain Premiums, Overtime Rates of Pay, etc.

Bow Valley College maintains a strong financial position reporting a \$4-million surplus for 2020, a \$13.9-million surplus for 2021, and has an accumulated surplus of \$175.9 million, as per the Annual Report (pg.60). We know they value their employees and the contributions employees have made to the ongoing success of the College, but this is not reflected in their offer.

We do understand that the government is meddling in the Collective Bargaining process by implementing a blanket ‘secret’ mandate for all post-secondary institutions that do not reflect each institution’s individual economic situations.

This is why your negotiating team presented a nominal monetary offer that was creative and thoughtful but recognizes this still does not equate to a Cost of Living (COLA) increase or address the extreme inflation we are seeing. Your negotiating team calls on the Bow Valley College Board of Governors to accept this very reasonable proposal.

Your negotiating team proposal:

- 4-year term from July 1, 2020 – June 30, 2024.
- Nominal increase to the weekend premium and addition of a shift differential.

- Nominal increase to the Health Spending Account/Flexible Spending Account that would bring us on par with the management and exempt employee amount.
- Changes to Article 31 Bereavement and Special Leaves including separating bereavement leave, family leave, and converting special leave to personal leave.

Wage Proposal

- Year 1 (July 1, 2020, to June 30, 2021) - 0% increase.
- Year 2 (July 1, 2021, to June 30, 2022) - \$1,500 lump-sum payment.
- Year 3 (July 1, 2022, to June 30, 2023) - 1.75% increase.
- Year 4 (July 1, 2023, to June 30, 2024) - 1.90% increase.

Changes to pay steps

- Delete step 2 of all classification grids.
- Convert Step 10 LSI to a regular step 10.
- Add a Step 11 as LSI.

As the employer has indicated they are no longer willing to negotiate with your bargaining team directly, the parties will be seeking an application to move forward to mediation and will hopefully be able to get to a deal with the help of a third party. This is not a speedy process, and we will keep you informed of any progress we make.

It is extremely important that your contact information is up to date so that we can keep you updated and informed. Please complete the Member Information Update Form to ensure we have your most up-to-date info.

We understand the bargaining process is long and frustrating at times and we would like to thank all the members for their continued patience and support as your negotiating team looks to get the best deal possible for you.

Please do not hesitate to contact your negotiating team if you have any questions or concerns.