

## APPENDIX C

### CONTRACT NEGOTIATION SIMULATION

Appendix C provides a collective agreement in the dry-cleaning industry that could be used in assignments relating to the analysis and negotiation of a collective agreement. There are two draft assignments provided in this manual that instructors can use or vary as they wish. The assignment instructions are available in Word in the electronic copy of the instructor's manual to allow dates to be inserted or instructions to be modified. A brief overview of the assignments and some comments are provided here.

#### **Explanation of Assignment 1 Collective Agreement Analysis**

This assignment requires union and employer bargaining teams to analyze the collective agreement. This assignment could be assigned to individual or teams. Students are asked to identify areas where the union and the employer would like to see changes and additions to the collective agreement. This assignment could be assigned by itself or used to prepare students for Assignment Two Contract Negotiation. To do this assignment students must have completed chapter seven, Collective Agreement Terms. It is suggested that this type of assignment be used if students are going to be required to do Assignment Two Contract Negotiation. If students do not have a thorough understanding of the collective agreement, they cannot prepare contract demands or negotiate an agreement. For example, if students have not learned that the union security provisions in an agreement do not require union membership, they likely cannot make this a contract demand or discuss it in negotiations. A summary of possible union and management issues for this assignment is provided in a table below.

#### **Explanation of Assignment Two Contract Negotiation**

In this assignment union and employer bargaining teams prepare demands and proposals and attempt to negotiate a renewal of the collective agreement. There are separate confidential instructions for union and management bargaining teams regarding their authority to settle and priorities. The confidential instructions are provided in an abbreviated form with selected issues for a shorter assignment and a long form with most of the agreement. The instructions for the bargaining teams have been set up so that there is a contract zone on the issue of wages. Employer representatives have been given the authority to grant a wage increase that union teams should be able to accept. On some issues there is no contact zone; the union and employer teams have been given instructions that will not allow for an agreement unless one or both of the parties change their resistance point. This assignment provides instructions to the bargaining teams as a unit. It does not establish roles for individuals on each team such as a chief spokesperson, record keeper, and national union representative. You may modify the assignment to provide for such roles. If a chief spokesperson is appointed that student will gain much more experience and benefit from the exercise. Students may be required to assume the spokesperson role for different issues. This distributes the work and provides everyone with an opportunity to act as the spokesperson. The instructions provided set out three dates regarding the completion of the assignment as follows:

- 1) a date for students to submit demands or proposals to the instructor and the other side;
- 2) a later date by which a settlement should be reached; and
- 3) a third date, usually a week after the settlement date, for students to prepare and submit the documentation.

Instructors can insert dates or modify the material that students are to submit to suit their preferences. Issues could be added or deleted from the information provided to students. The instructions provided require students to submit the following material:

1. Demands presented to the other side. Both teams are required to submit a copy of the proposals or demands to the instructor the day before they are presented to the other side. Without this requirement students do not adequately prepare for the initial meeting. It is also suggested that each team prepare a brief discussion of their respective bargaining zones for each of their demands.
2. A completed Notice of Agreement. This notice is provided below. It is used to record the date and time an agreement is reached. If the time of the settlement is not being used as a factor in the marking of the assignment it could be omitted.
3. Memorandum of Settlement/ New Agreement. The instructions require both teams to prepare a Memorandum of Settlement and have the other side initial the copy that they have prepared to confirm agreement. In reality there would only be one Memorandum prepared, however both teams should have this experience. Another option is to have the employer team prepare the Memorandum of Settlement. The rationale for giving this task to the employer team is that they may have less work to do in the preparation of demands than the union team. An illustration of Memorandum of Settlement is provided in the text in Figure 8-12.

Alternately the teams could be instructed to submit a revised collective agreement with any revisions agreed to during bargaining. This will reinforce the need for a discussion and consensus with respect to contract language and ensure both union and management teams capture their agreements in writing. It is up to the instructor's discretion to mark according to the quality of the contract language or to assess that the language is consistent for both union and management teams.

4. Logbook. The instructions do not require the preparation of a logbook or minutes to record dates of meetings, proposals exchanged and outcomes of various meetings however this could be added if desired. The purpose of a logbook is to reinforce the need for both parties to document the results on the discussions on each of the demands. These minutes could also be used to ensure that students discussed all demands issued in bullet 1 above. In large classes, where you may have teams in separate rooms, this becomes a valuable tool.

5. Student peer evaluations. The instructions provide students with a peer evaluation form that they are required to complete for the other students on their team. This form guides students to better team performance by listing categories of behaviour such as preparedness for meetings and working with others. This evaluation was added to reduce the likelihood that students will receive the team grade while not completing all of the required components. In addition to the student peer evaluations a team log could be required. This would be a written record that sets out the dates and times the team met, and the work completed. Finally, students could be required to post their individual contributions to their team page on the course learning management system.

6. To encourage a settlement and have students experience the threat of a strike or lockout, there is a strike or lockout deadline set at the date and time by which an agreement is supposed to be reached. The strike or lockout deadline could be established at the beginning of the class by which an agreement is supposed to be reached. The Notice of Agreement requires the teams to confirm the date and time an agreement was reached. The instructions to students provide that if an agreement is not reached by the strike or lockout deadline, they will lose marks at the rate of .5 marks from the score they would otherwise receive, for each 10 minutes that a strike or lockout continues.

A possible marking scheme that allocates marks on the basis of the results achieved and incorporates a penalty if an agreement is not reached by the deadline is provided on a separate page. The instructions and rubric provided penalize both sides if an agreement is not reached by the settlement date--the strike and lockout deadlines. Instructors could consider one of the following alternative approaches to ensure that an agreement is reached by the deadline:

1. Failure to reach agreement results in both sides failing the assignment or being significantly penalized.
2. Final Offer Selection. Students could be instructed that final offer selection will be used if they do not reach an agreement by the deadline. This would involve each team submitting a final offer to the instructor and the instructor would choose between the two. A significant mark penalty could be imposed upon the team whose offer was not selected. The threat of having to prepare the final offer and the possibility of losing a significant number of marks should be enough to encourage the parties to negotiate their own agreement by the deadline. This might also be a useful illustration of the final offer selection concept.
3. Both management teams are penalized based on how long it takes to reach a settlement. For example, the instructor may set the termination of the agreement at 2:30pm during a class that ends at 3:00 pm. For every five (5) minutes beyond the deadline, will result in a 5%-mark deduction on the project.

**Assignment 1 Collective Agreement Analysis****Due date:****Value:**

Review the collective agreement and the background information provided in the text. Assume that you are preparing to negotiate a renewal of the agreement.

**Part 1 Changes to current contract terms**

Identify 10 articles that you think that the union would like to have changed and 4 articles that management would like to have changed. Do not refer to compensation. For any article referred to, identify the existing provision, and briefly explain the changes the union would want and/or the changes management might want. For example, a union might want the number of days to file a grievance to be increased, and management may want the number of days to be decreased. In a separate section below, you will be required to comment on issues that the contract does not currently cover. Discuss the items in the order as these are referred to in the current agreement. There may be articles that neither the union nor management has any concerns with. There may be articles that only one side has concerns with. Refer to any changes in conventional not contract language. Refer to only one item for each main heading in the agreement for each side. For example, if you indicate that the union wants a change to Article 10.2 do not add that the union also wants a change to Article 10.3. It would be permissible to indicate that management would like a change to Article 10.3 but that would be the only management change for Article 10. Comment on the articles and the changes that you think are the most significant.

**Part 2 New contract terms**

1. Identify one new provision that the union would like to see added to the contract. This refers to an issue or item that the current contract does not refer to. Explain in conventional language the details of what the union would want added to the agreement.
2. Identify one new provision that management would like to see added to the contract. This refers to an issue or item that the current contract does not refer to. Explain in conventional language the details of what management would want added to the agreement.

A recommended format is as follows:

*Part 1 Changes to current contract terms*

Article	Union changes	Employer changes
Provide number of article and brief explanation of current provision in your own words.  Example:	Provide an explanation of the change(s) the union would want in your own words.	Provide an explanation of the change(s) the employer would want in your own words.

<p>Article ____ provides that union dues must be remitted to the union within 10 days of deduction.</p> <p>Example: Article ____ provides that grievances are only processed during working hours if agreed to by the employer.</p>	<p>Provide for the processing of grievances during working hours without loss of pay.</p>	<p>Provide that employer may remit dues to union on a monthly basis.</p>
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## Part 2 New contract terms

Set out in conventional language [insert number] new terms the union would like to see added to the collective agreement and [insert number] new term the employer would like to see added to the collective agreement. This refers to issues that are not referred to in the existing agreement.

Example:

The union wants a provision relating to \_\_\_\_\_ added to the agreement.  
This term will provide that .....

The employer wants a provision relating to \_\_\_\_\_ added to the agreement. This term will provide that .....

The following table summarizes union and employer concerns, and some possible additions to the agreement for Assignment 1 and 2.

Article	Union concerns	Management concerns
1.02 Recognition  Non-bargaining unit employees may replace bargaining unit employees under certain circumstances.	1.02 (e) provides that the employer may replace bargaining unit employees who are on vacation with non bargaining unit employees. Amend to remove this provision.	Management will prefer to keep this language as it provides flexibility.
2.0 Union Security  2.04 (b) (i & ii)  Employer to provide SIN number to union.	Amend to remove requirement of SIN for privacy reasons. Alternate identification process may be required.	Amend to remove requirement of SIN for privacy reasons. Alternate identification process may be required.
4. Management rights Management has unilateral and unrestricted rights.	Amend to include advanced notice to union prior to implementation to any changes that affect bargaining unit employees.  Amend 3.01 and remove "who has acquired seniority"	
5. Grievance procedure  All time limits are mandatory.  4.03 Employee may present the case to management.	All time limits are mandatory. Amend to directory.	.  Remove option of employee presenting the case. Employee's may be present in cases of discharge. Union to present all cases
6. Discipline and Discharge  5.02 requires a union representative to be present during any disciplinary meeting. Failure to do so will make discipline null and void.		Remove "verbal" from Article 5.01  Amend to include "where practical". Situations arise where a union representative, or where employee, is not available. For example, incarceration.
7. Employee Record		

Agreement provides a sunset clause of 10 months.		Management will argue that this is insufficient time to assess if behaviours have changed. Amend to 24 months or longer.
8. Arbitration  No provisions for mediation.  7.01 provides for a mandatory 30 days or the grievance is deemed abandoned.  7.02 Requires a panel of 3 arbitrators	Provide for mediation prior to arbitration.  Amend to directory time limits.  Amend to one for cost reasons.	       Amend to one for cost reasons.
9. Representation  8.2 These articles provide for unions representatives to be paid by the employer when conducting union business such as grievances and bargaining.  8.4 Provides for an alternate union representative be appointed by the union in the event of an absence. No advanced notice is required.		Amend to indicate that union representatives will be provided a reasonable amount of time to investigate or discuss grievances with union members or management.  Amend to union representatives be paid by the union during bargaining.  Amend to "where practical" one-week advanced notice is required. This is for manpower planning.
10. No Strikes / No Lockouts 9.02 provides that drivers are not required to cross legal picket line.		Propose to remove.
11. Statutory Holidays  10.01(a)	Union will demand additional days over and above statutory days.  Remove requirement.	If organization agrees to additional days, any such days will be accounted for by article 10.02.

<p>Provides employees must work day immediately prior.</p> <p>10.01(b) Provided 1.5 times pay.</p> <p>10.01(c) Provides for day in lieu if holiday falls in vacation period.</p> <p>10.02 Provides for additional statutory holidays if prescribed by the government.</p>	<p>Amend to 2 times pay in addition to holiday pay.</p>	<p>Amend to payment for holiday only. This reduces cost as the lieu day can result in overtime or additional employees to be scheduled.</p> <p>If additional days are agreed to in 10.01, then require any additional days will be designated or applied to 10.01. This will reduce the number of days of required paid holidays.</p>
<p>12. Compensation</p> <p>11.01 provides for the current wages.</p> <p>11.02 provides for payment of parking tickets.</p> <p>11.03 provides for \$130 for purchase of safety shoes.</p>	<p>Demand real wage increases for employees.</p> <p>Seek to increase amount.</p>	<p>Resist any wage increases due to competition.</p> <p>Delete provision.</p> <p>Seek to increase the allowance period to 18 months.</p> <p>Seek approval by management prior to purchase. This will eliminate the need for replacing shoes that are still in good repair.</p>
<p>13. Vacations with pay</p> <p>12.04 provides that an employee may take all their vacation at once.</p> <p>12.07 provides for supervisors to perform work during times of vacations.</p>	<p>Union will seek additional vacation. See case study outline.</p> <p>Amend to schedule bargaining unit employees to replace those on vacation.</p>	<p>Amend that vacation requests must be approved by management.</p>



14. Use of organization's vehicles	Amend to have bargain unit employees assigned to special deliveries.	
15. Seniority		
15.02 provides employee are temporary for 180 calendar days.	Amend to shorter term – 60 days.	
15.05 provides that an employee will lose all seniority after 12 months of layoff.	Amend to extend time limits. For example, loose seniority when on layoff for a duration equal to seniority.	
15.07 provides for loss of seniority after 3 consecutive days of absence.	Amend for a longer duration	
There are no provisions for determining seniority in the event two employees have the same hire date.	Tie breaker language may be required.	Tie breaker language may be required.
There are no provisions for notice of layoff.	Amend to include notice periods, with the more seniority employees receiving longer notice.	
There are no provisions for super seniority of union representatives.	Amend accordingly.	
16. Hours of work and overtime		
16.07 provides for a review of a route by employee and supervisor when there is a dispute.	Amend to include union representative during dispute of a route.	
17. Leaves of absence		
17.04 defines “immediate family”.	Review provincial employment standards act for compliance.	Amend to lesser time period.

17.05 provides for 14 days leave.	Request for leaves if elected to public office.  Negotiate up to 10 paid days of leave.	
18. Job posting  Provides for the process of employees applying and obtaining a route. Routes are not assigned by seniority. Employees are restricted when they can reapply. Employees cannot apply if on current route for less than two years, and if successful cannot apply for another opening for two years.	Amend to have employees placed by seniority.  Amend to be able to post for secondary openings.  Amend to provide for 1 year to reapply.  Amend to include that permanent openings be posted for a defined period of time	Management would prefer to have a sufficient ability clause, particularly if the union demands placement by seniority.
19. Employee benefits	Amend to reduce costs or copay to employees.	
20 Sick leave  20.01 Provides for the accumulation of sick days for the calendar year.	Union to demand additional accumulation to 16 hours per month.	Eliminate the carry over of accumulated sick days from one year to the next. Reduce number of sick days.
21. No discrimination  21.02 outlines those individuals who are protected under this Article. The individuals protected is often amended by provincial or federal legislation.	Amend to indicate any persons protected under the Human Rights Act.	Amend to indicate any persons protected under the Human Rights Act.
New language:  Severance for sale/merger/acquisitions	Union will be seeking additional protection of its members in the event of a sale/merger/or acquisition. This protection can include increase in severance, restrictions on contracting	

There is no provision for severance pay, other than that provided in provincial or territorial legislation.	out, and additional benefits in the event of a layoff.	
Some agreements provide that if an employee is laid off they may give up their recall rights and claim severance pay.	The union would prefer a severance pay provision be added to the agreement.	
	The union may prefer that such a provision be added to the agreement.	

## Assignment 2: Contract Negotiation

### Value:

In this assignment union and management teams will negotiate with a team representing the other side and attempt to negotiate a renewal of the collective agreement in Appendix C of the text. There are three steps in this assignment.

1. Each team will review the background information, the current agreement, and the confidential instructions provided. The team will prepare a set of contract demands or proposals that will be presented to the other team and the instructor on [insert date]. The contract demands or proposals should incorporate any suggestions or instructions provided in the confidential instructions. The demands or proposals should follow the order of the collective agreement. Demands relating to any new terms for the agreement may be placed at the end of the proposal. The proposals or demands should be presented in the form of a memo to the other side, and the format is as follows:

*The [Union or Employer] proposes that the current collective agreement be renewed with the following changes and additions:*

1. *Article \_\_\_\_ shall be amended to provide that the first Monday in August is a paid holiday.*
2. *An article shall be added to the collective agreement providing for the distribution of overtime on the following basis:*

2. The teams will meet and attempt to negotiate a renewal of the agreement by the strike or lockout deadline [insert date and time]. During the negotiation process union and management teams will have to meet on their own to discuss tactics, demands, concessions, and possible terms of settlement. When the teams have negotiated an agreement, the Notice of Agreement provided should be completed and signed.

3. After reaching an agreement the teams will complete and submit the following documentation on [insert date].

- A completed copy of the Notice of Agreement;
- Memorandum of Settlement. Each team will submit a Memorandum of Settlement, which has been initialled by the other side. An illustration of Memorandum of Settlement is provided in Figure 8-10 of the text. If the parties have a disagreement on the Memorandum of Settlement they will meet with the instructor; and
- Student peer evaluations, team log, and LMS file deposited are submitted to the instructor. **The peer evaluations are confidential.**

**Summary and timeline for the assignment:**

1. Each bargaining team prepares for the initial meeting with the other side and prepares demands or proposals in accordance with the confidential instructions. These demands or proposals are presented to the other side and the instructor on [insert date];
2. Bargaining teams continue negotiations;
3. Agreement is reached on or before the strike and lockout deadline and Notice of Agreement is signed by bargaining team representatives; and
4. Final submission is made to instructor: Notice of Agreement, Memorandum of Settlement, and Peer Evaluations, on [insert date].

## NOTICE OF AGREEMENT

The union and the organization reached agreement at (1) \_\_\_\_\_,  
on (2) \_\_\_\_\_.

\_\_\_\_\_  
Union representative

\_\_\_\_\_  
Management representative

- 1) Insert exact time, for example 8:50pm
- 2) Insert date

Note: This document must be completed and signed by at least one union and one management team member. This notice should be submitted to the instructor as part of the final submission for the Contract Negotiation assignment.

## Peer Evaluation

Completed by \_\_\_\_\_

Student Name	Performance	Excellent 10 points	Good 8- 9 points	Satisfactory 5-7 points	Needs Improvement 0-4 points
	<b>Attendance</b>	Always attends.	Attends almost all meetings. (9-8 pts.)	Attends most meetings.	Rarely or never attends.
	<b>Contributions</b>	Often provides useful ideas when participating in the group. A definite leader who contributes a lot of effort.	Usually provides useful ideas when participating in the group. A strong group member who tries hard!	Sometimes provides useful ideas when participating in the group. A satisfactory group member who does what is required.	Rarely provides useful ideas when participating in the group. Sometimes refuses to participate.
	<b>Quality of Work</b>	Provides work of the highest quality.	Provides good work.	Provides work that occasionally needs to be checked/redone by other group members to ensure quality.	Provides work that usually needs to be checked/redone by others to ensure quality.
	<b>Time-management</b>	Always uses time well throughout the project to ensure things get done on time. Group does not have to adjust deadlines or work responsibilities because of this person's procrastination.	Usually uses time well throughout the project but may have procrastinated on one thing. Group does not have to adjust deadlines or work responsibilities because of this person's procrastination.	Tends to procrastinate, but always gets things done by the deadlines. Group does not have to adjust deadlines or work responsibilities because of this person's procrastination.	Rarely gets things done by the deadlines AND group has to adjust deadlines or work responsibilities because of this person's inadequate time management
	<b>Problem-solving</b>	Actively looks for and suggests solutions to problems	Refines solutions suggested by others.	Does not suggest or refine solutions but is willing to try out solutions suggested by others.	Does not try to solve problems or help others solve problems. Let's others do the work.
	<b>Focus on the task</b>	Consistently stays focused on the task and what needs to be done. Very self-directed	Focuses on the task and what needs to be done most of the time. Other group members can count on this person.	Focuses on the task and what needs to be done some of the time. Other group members must sometimes nag, prod, and remind to keep this person on-task.	Rarely focuses on the task and what needs to be done. Let's others do the work.
	<b>Preparedness</b>	Brings needed materials to class and is always ready to work.	Almost always brings needed materials to class and is ready to work.	Almost always brings needed materials but sometimes needs to settle down and get to work (7-6 pts.)	Often forgets needed materials or is rarely ready to get to work.
	<b>Pride</b>	Work reflects this student's best efforts.	Work reflects a strong effort from this student.	Work reflects some effort from this student.	Work reflects very little effort on the part of this student.
	<b>Monitors team effectiveness</b>	Routinely monitors the effectiveness of the group and makes suggestions to make it more effective.	Routinely monitors the effectiveness of the group and works to make the group more effective.	Occasionally monitors the effectiveness of the group and works to	Rarely monitors the effectiveness of the group and does not work to make it more effective.

				make the group more effective.	
	<b>Working with Others</b>	Almost always listens to, shares with, and supports the efforts of others. Tries to keep people working well together.	Usually listens to, shares, with, and supports the efforts of others. Does not cause "waves" in the group.	Often listens to, shares with, and supports the efforts of others, but sometimes is not a good team member.	Rarely listens to, shares with, and supports the efforts of others. Often is not a good team player.
	<b>TOTAL =</b>				

Evaluator \_\_\_\_\_

The following is a proposed rubric which could be amended as desired.



## Negotiation Assignment Marking Scheme

The assignment is worth [insert %] of the grade for the course. The marks for the assignment will be broken down between the results achieved, how good a deal did you get, which is worth \_\_\_\_\_% of the marks for this assignment, and \_\_\_\_\_ % for the material submitted.

The marks for the results achieved will be allocated as follows:

1. Each issue will be marked out of 10 for each team. For each issue there are 16 total points available, which must be divided between the union and the management team. For example, on issue 1 management achieves a better result and the points are divided as follows: 9 for the management team and 7 for the union team. For issue 2 the union achieves a better result, and the points are allocated with 10 going to the union team and 6 to the management team. This means that a bargaining team can make concessions in some areas, provided that better results are achieved in other areas.
2. Marks will be deducted if an agreement is not reached by the strike or lockout deadline as follows: .5 marks for each 10 minutes that the agreement is delayed after the strike deadline.

**Confidential Union and Management Instructions****Provincial Lottery Corporation****Confidential Union Bargaining Team Instructions**

To: Union Bargaining Team

From: Local Executive

Subject: Contract Renewal Negotiations

This memo provides instructions to members of the bargaining team representing Allied Service Union Canada Local #254 Union for the upcoming contract negotiations with the Clean Right Partners Inc. The bargaining team is instructed to deal with the issues referred to here and any issues raised by management. The team is directed to negotiate an agreement with the employer that, to the extent possible, falls within the limits prescribed in this memo. If any issues arise in negotiations that are not covered in this memo the team is authorized to settle those issues on the best terms possible.

**Article 1 Recognition and Scope**

The current agreement provides for the replacement of non bargaining unit employees, including supervisors to replace bargaining unit employees when on vacation. The Union is concern with erosion of their membership and will seek to remove this provision. Bargaining unit employees who are on vacation should be replaced by other bargaining unit employees.

**Article 2 Union Security**

The current agreement provides that the employer must supply the Union a list of employees and their respective social insurance numbers for which the employer has deducted union dues. The union does not wish to have the liability of being in possession of personal information. The union should demand that this information be removed and replaced with an alternate identifier.

**Article 3 Management Rights**

This article provides that only employees who have acquired seniority may made a claim of being discharged without cause. The union will demand that the phrase "who has acquired seniority" be removed.

This article provides unilateral and unrestricted rights to operate the business. In light of employee concerns regarding a merger or sale of the business the union will demand that advanced notice is required regarding any change in the organization's plans on how the business is operated.

**Article 4 Grievance Procedure**

The current agreement provides that the time limits in the grievance process are mandatory. The bargaining team should attempt to have this amended to provide that the time limits are directory, that a single arbitrator be appointed to rule on grievances, and the appointment of a conciliator as a step before arbitration. These steps are designed to reduce the cost of the arbitration process.

**Article 10 Statutory Holidays**

This article provides for the minimum number of holidays required by provincial or territorial law and if employees work any of these holidays, they would be paid a premium of 1.5 times the hourly rate. The union should demand additional holidays at a premium of 2.0 times the hourly rate.

**Article 11 Compensation**

The bargaining team is instructed to pursue a one or two-year agreement. A three-year agreement is acceptable only if there is adequate protection against inflation. For the first year of the agreement the local hopes to achieve a 4 percent wage increase, and under no circumstances will it accept less than a 2 percent increase. In the second year of the contract the local hopes to achieve a 3 percent increase and under no circumstances will accept less than a 2 percent increase. A strike vote has not yet been held; however, it is anticipated that the bargaining unit will vote in favour of a strike.

The current agreement also provides for \$130 purchase for safety shoes. The union should seek to increase this amount to \$150.

**Article 12 Vacations with Pay**

The current of agreement allows for the replacement of employees who are on vacation with supervisory personnel. It is a union security issue as it potentially reduces the number of bargaining unit employees. The union will demand that this practice cease and that bargaining unit employees are to be scheduled to replace other members who are absent from work.

The union must also seek additional vacation. See case outline for details on this demand.

**Article 13 Use of Company Vehicles**

This article restricts union members from driving special routes after the completion of their route. The Union should demand that bargaining unit employees be scheduled for special routes and paid overtime if required.

**Article 14 Seniority**

The current agreement provides that an employee remain a probationary period of 180 days. The union should demand that this temporary period be reduced to 60 days.

The current agreement requires that in the event of a layoff, when an employee is to be recalled they must be capable of performing the position available. The union should seek to have this provision of capability removed.

The current agreement provides that bargaining unit employees will lose seniority if they are absent from work for 3 consecutive days or overstays a leave, without a valid reason. The union should seek to have these provisions removed.

There are no current provisions for determining the order of seniority in the event that two employees have the same seniority date. Tie-breaker language needs to be determined.

There are no provisions for advanced notice of layoff. The union should seek to provide for advanced notice of layoffs. Further, the amount of advanced notice be greater for employees with greater seniority.

There are no current provisions for super seniority for union representatives. The union should seek provisions that protect union representatives in the event of a layoff.

**Article 15 Hours of Work and Overtime.**

This article provides that when an employee challenges the workload that a reassessment will be conducted by the employee and a supervisor. The union should seek to include a union representative during this reassessment.

**Article 16 Leaves of Absences**

The union must demand an additional 10 days of paid leave of absence.

This article defines several leaves and defines different durations depending on the relationship with the employee. These definitions may not be compliant with provincial or territorial legislation. Review provincial employment standards act for compliance and make appropriate demands.

Furthermore, the current agreement does not provide for any leaves for employees elected to public office. The union may make demands to include a provision for a leave of absence for employees who are elected to public office without loss of seniority.

**Article 17 Job Posting**

Provides for the process of employees applying and obtaining a route. Routes are not assigned by seniority. Employees are restricted when they can reapply. Employees cannot apply if on current route for less than two years, and if successful cannot apply for another opening for two years. The Union should make demands in the following areas:

1. Openings should be posted for a defined period of time. Typically, opportunities are posted for one week;
2. Employees should be placed on available openings by seniority;
3. Employees should have an opportunity to apply for any secondary openings; and
4. Shorten the time frame when an employee can apply after successfully applying for an open position.

**Article 19 Employee Benefits**

The union must seek contractual commitment to implement a long-term disability benefit. See last line is Article 19.01.

The union should make demands to reduce the amount of copay by current employees and new hires for the term of the agreement.

**Article 20 Sick Leave**

This article provides for the accumulation of paid sick leave days. Increase the monthly Sick Leave accumulation to 16 hours per month. Additional adjustments to 20.01 and 20.02 is also required.

**Article 21 No Discrimination**

This article outlines those individuals who are protected under this article. The individuals protected is often amended by provincial, territorial, or federal legislation. This language should be amended to state that employees will not be discriminate with respect to terms and conditions of employment on ground identified by provincial, territorial, or federal legislation.

**Article 22 Term of Agreement**

See instructions on article 11 Compensation for instructions on term of agreement.

## **Additional Demands**

### **Termination or Severance Pay**

The current agreement does not provide for any payments to employees who have been permanently laid off or terminated without cause. The union wants a provision added to the agreement to provide for a severance payment to terminated employees. The union would like to achieve a provision that provides for payment of one week's salary for each year of service.

The bargaining team is also instructed to pursue an amendment providing that if an employee is laid-off they may give up their recall rights and claim severance pay.

### **Hours of Work**

The current agreement does not contain language with respect to minimum number of hours to be worked in the event that an employee's shift is cancelled. The union must demand that a minimum number of hours be paid in this situation.

**Provincial Lottery Corporation****Confidential Management Bargaining Team Instructions**

To: Management Bargaining Team

From: Senior Management Committee

Subject: Contract Renewal Negotiations

This memo provides instructions to members of the management bargaining team representing Clean Right Partners Inc. Union for the upcoming contract negotiations with Allied Service Union Canada Local # 54. The bargaining team is instructed to deal with the issues referred to here and any issues raised by the union. The team is directed to negotiate an agreement with the union that to the extent possible falls within the limits prescribed in this memo. If any issues arise in negotiations that are not covered in this memo the team is authorized to settle those issues on the best terms possible.

**Article 2 Union Security**

The current agreement provides that the employer must supply the union a list of employees and their respective social insurance numbers for which the employer has deducted union dues. The union does not wish to have the liability of being in possession of personal information. The union should demand that this information be removed and replaced with an alternate identifier.

**Article 4 Grievance Procedure**

The management team must demand that a complaint stage be included in these provisions. This will permit the employee to discuss their concern with the supervisor and reach an agreement before the grievance procedure is implemented.

The current agreement provides that the employee may present the facts of the case beginning at Step 2 of the grievance procedure. Management should take the position that the union has the responsibility to represent the employee and this option is an unnecessary provision and should be removed. The management team may make an exception to this demand in the case of discharge.

**Article 5 Discipline**

This article provides any verbal warnings issues by a member of management requires the presence of a union representative. This is an unnecessary provision and management must demand that "verbal" be removed from 5.01.

This article makes it a requirement that a union member must be present during any disciplinary meeting with the employee and that failure to do so will make any discipline null and void. The management team should take the position that there may be circumstances, such as assault or incarceration, where the employee or the union representative is not available and that this

provision should be amended to include “where practical” a union representative would be made available.

### **Article 6 Employee Record**

This article provides a sunset clause where an employee's current disciplinary record will be “clean” after of 10 months. The management team should take the position that this is insufficient time to measure a change in the employee's behaviour and demand an increase of this time to 24 months or longer.

### **Article 8 Representation**

This article provides that union representative wages will be paid during grievance investigation or meetings and during negotiations. The management team should take the position that the union should be paying for the union representatives time for those activities associated with the grievance procedure, including arbitration, and during bargaining. Failure to bargain this the management team should seek to amend the agreement that a union representative will be provided reasonable amount of time to conduct their activities during the grievance procedure. Management's concern is that a union representative may take an inappropriate amount of time on a grievance.

### **Article 9 No Strikes / No Lockouts**

This article provides that employees are not required to cross a legal picket line. The management team should seek to delete this provision as it is a form of illegal work stoppage not permitted by the legislation.

### **Article 10 Statutory Holidays**

This article provides that if a statutory holiday falls during an employee's vacation period that they will be provided an extra day vacation or pay in lieu of the day. This represents an additional cost to the organization. The additional cost would be to pay which is not required by the legislation, or the additional day in lieu as the organization may need to replace that employee at a later time. Management would prefer to remove the cost or only pay for the statutory holiday.

### **Article 11 Compensation**

Management should resist any wage increases above the cost of living. Any wage increase considered by management needs to include any consideration for an increase of cost of living. For example, if the projected cost of living increases by 2% in a calendar year and the organization is also willing to provide a real wage increase of 1% then the total agreed to wage increase would be 3%. This will protect the company in the event the cost of living is greater than 2%. The management team should resist any language that permit a wage increase be based on any increase in the cost of living.



The current agreement also provides for \$130 purchase for safety shoes after 12 months without any limitations. The management team should seek to increase the shoe allowance period to 18 months and to include a provision that approval for new shoes are to be obtained from management in advance. This would eliminate any unnecessary costs associated with replacing shoes that are in good condition.

This article also requires that all parking tickets by employees be paid by the employer. The Management team should seek to remove this provision.

### **Article 12 Vacations with Pay**

The current of agreement permits an employee to take all their vacation at one time. The management team should seek a limitation on these requests due to concerns over scheduling and provide that all vacation requests must be approved by management in advance.

### **Article 14 Seniority**

There are no current provisions for determining the order of seniority in the event that two employees have the same seniority date. Tie-breaker language needs to be determined.

### **Article 15 Hours of Work and Overtime.**

This article provides that when an employee challenges the workload that a reassessment will be conducted by the employee and a supervisor. The union should seek to include a union representative during this reassessment.

### **Article 16 Leaves of Absences**

This article defines several leaves and defines different durations depending on the relationship with the employee. These definitions may not be compliant with provincial legislation. Review provincial or territorial employment standards act for compliance and make appropriate demands. The management team should seek to reduce the amount of time off for bereavement.

### **Article 20 Sick Leave**

Management should seek to eliminate the carry over of unused credits from one year to the next. See Article 20.

### **Article 21 No Discrimination**

This Aarticle outlines those individuals who are protected under this article. The individuals protected is often amended by provincial, territorial, or federal legislation. This language should be amended to state that employees will not be discriminate with respect to terms and conditions of employment on ground identified by provincial, territorial, or federal legislation.

**Article 22 Term of Agreement**

The bargaining team is instructed to pursue a three-year agreement. A strike vote has not yet been held; however, it is anticipated that the bargaining unit will vote in favour of a strike.

**Additional Demands****Outsourcing / Merger/ Acquisitions**

The current agreement does not provide for any payments to employees who have been permanently laid off or terminated without cause. While there are no current plans to sell the business, in order to maintain marketability of organization. The Management team must limit the amount of any severance cost that may result in a change of ownership.