



Symposium GRH

UQTR 2018

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Collective Bargaining Case

Document – Employer



As representatives of the employer, you want to quickly resolve the situation so employees can concentrate on their work and what they have to get done. You want to minimize the risk of disagreement and you have to be creative in developing proposals because the company's financial situation limits your flexibility.

Clients are extremely demanding in the company's specialized sector. Product quality and production capacity are a concern for management because the equipment is old and will need to be replaced soon. What's more, the cost of materials keeps increasing and is influenced by fluctuating oil prices. Finally, acquisition and expansion projects are increasing financial pressure, which limits your flexibility.

Considering that SEES has made numerous compromises without ever being granted a salary increase, you hope that SEEP will understand that the company is under pressure and the desired gains will be adjusted downward.

You are also aware of the current labour shortage and the pressure that it is putting on the company. Plastiques ABC Inc. cannot afford to lose employees to the competition. The purchase orders are backed up, and the acquisition and expansion projects will require all hands on deck.

You are willing to make concessions and find creative solution to come to an agreement, but it will not be possible to offer financial compensation. You do not even have the mandate required from upper management to negotiate a salary increase during the current negotiation.



You know that the union wants to avoid a strike because it would put the financial survival of the company at risk.

Here are a few comments that can guide your thinking on the main topics identified:

1. WORK HOURS

Your goal is to give SEEP the same conditions as SEES, particularly with regard to flexible schedules and the summer schedule. Toutefois, vous souhaitez régulariser la situation des ingénieurs et augmenter l'horaire de travail à 40 heures par semaine. Actuellement, les ingénieurs sont payés sur une base de 40 heures par semaine, mais ils ne travaillent que 35 heures par semaine, et ce, comme avantage concurrentiel afin d'attirer une main-d'œuvre compétente dans un champ d'expertise en demande.

2. ANNUAL VACATION

Since salary increases are not on the table, you are open to increasing the number of annual vacation days. Employees currently have twelve (12) vacation days per year. You are open to offering up to three (3) additional vacation days per year. However, you want to establish guidelines to limit the use of vacation during the peak periods between September and November and between January and June.

3. RETIREMENT

You want to be competitive and stand out in the job market. You are open to improving the current retirement plan.



4. OVERTIME

You want as much flexibility as possible, since you are sometimes unprepared to deliver certain projects. You do not want to rely on overtime work in your attempt to decrease production problems, but it is essential to have the leeway required to use the internal resources to their full potential when you have a larger demand during a given period.

You are aware that you do not have the flexibility to offer a salary increase. You propose to the union representatives a draft clause to offer the professional staff more flexibility in terms of overtime hours (Appendix A).

5. RETENTION ALLOCATION

Allocation for retention is currently offered only to factory engineers as a competitive benefit in response to the labour shortage.

6. NON-STANDARD WORK SCHEDULE

Your goal is to regularize the situation for the engineers and increase the work schedule to 40 hours a week. Currently, engineers are paid for a 40-hour work week, but they only work 35 hours per week as a competitive benefit intended to attract qualified labour in an in-demand field of expertise.



APPENDIX A

Draft collective agreement clause – Overtime

Overtime

4-2.02 As compensation for overtime worked, professionals can ask to be paid or to receive credit for leave of equivalent length. All leave credits are added to the professional's reserve.



APPENDIX B

Draft collective agreement clause – Annual vacation

Annual vacation

4-3.13 Professionals can carry over any unused accrued vacations days from the financial year prior to their pre-retirement or retirement, provided that they use a minimum of ten (10) vacation days during the financial year prior to their pre-retirement or retirement.