

TENTATIVE AGREEMENT HIGHLIGHTS 2017

CUPE LOCAL 500/CITY OF WINNIPEG

A Brief Background

On February 6, 2017, CUPE Local 500 and the City of Winnipeg opened negotiations for a new collective agreement. As we previously reported, the employer tabled a proposal package that contained a shopping list of significant concessions and takeaways to our current contract. The employer's initial package was 57 pages long and contained 203 separate proposals of concessionary demands. Concessions are requests by the employer to give up rights we previously fought for and achieved in bargaining. Some of the concessions and takeaways included:

- Deletion of job security.
- A 30% reduction to pay rates for seasonal, part-time and student employees and a 20% reduction to pay rates for casual and temporary employees.
- Attacking seniority rights in filling of vacancies.
- Exclusion of seasonal and part-time employees from the pension plan on a going forward basis.
- Decrease to shift premium payments.
- Reduction to maternity leave top up from 17 to 16 weeks.
- Deletion of Article 10 - Departmental Supplementary Rules and Regulations.
- A cap on sick leave credits for all CUPE employees.
- Removal of access to dental and vision care benefits for seasonal employees during layoff.
- Deletion of 10 days of sick leave for Compassionate Care Leave.
- Removal of Human Resource and Legal clerical positions from the bargaining unit.
- Proposal for a new Accounting Technician Series.
- Deletion of Compressed Work Week and Banking of Shift Premium LOU's.

These are but some of the many concessions proposed by the employer to reduce your rights under the collective agreement.

On February 8, just two days after the start of bargaining, the City applied for conciliation. Conciliation is a process where the union or employer can apply to the Province to appoint a Conciliation Officer to assist the parties in reaching a collective agreement.

In March and April, the two parties continued talks with the assistance of a conciliator. However, little progress was made at the table.

On May 24, the employer presented an offer of settlement that we asked you to reject on June 7 and authorize strike action if necessary. As a show of support, you voted 85% to reject the city's offer.

On June 13, the employer presented the union with a final offer of settlement that still contained a number of unacceptable concessions. Your bargaining committee was not about to accept any concessions and pushed back against the employer's demands. In the end, the employer dropped a majority of its concessions and improved on the wage offer. There is no doubt that without the strength and solidarity of our members, this tentative agreement would not have been possible.

While we are not happy with the wage increase, it would not be a responsible move on our part to take you out on strike with no guarantee of an improved outcome. Your Local 500 bargaining committee is unanimous in our recommendation that you **ACCEPT** the tentative offer from the City.

We would like to thank each of you for your solidarity and support while we worked on your behalf to reach a tentative collective agreement.

The Union's Bargaining Committee is recommending "ACCEPT" the proposed Collective Agreement on June 29th.

Local 500 Bargaining Committee

Gord Delbridge
Local 500 President

Danielle Carriere
Civic Services Unit

Mike Wakefield
Community Services Unit

Todd Halldorson
Public Works Unit

Pierre Sarrasin
Water and Waste Unit

Kevin Jaworski
Member at Large

Dave Gaudreau
Member at Large

Alex McClurg
CUPE National Staff
Representative

George Bouchard
CUPE National Staff
Representative

Kevin Carswell
CUPE National Staff
Representative

Bob Ripley
Local 500 Special Assignments
Officer

Karen Byzuk
Local 500 Special Assignments
Officer

(Continued on page 2)

OFFER OF SETTLEMENT MAY 24, 2017

Term of Agreement

December 25, 2016 to October 31, 2020.

General Wage Increase

December 27, 2017	-	1.00%
December 27, 2018	-	1.00%
October 31, 2019	-	1.25%

ARTICLE 4 – EMPLOYMENT SECURITY

4-2 City proposes expiry of this provision on October 31, 2020.

ARTICLE 12 - FILLING VACANCIES

DELETE Article 12 and replace with new language that attacks seniority rights when filling vacant positions. (Withdrawn - June 13)

ARTICLE 20 – Seniority

DELETE all current seniority articles and replace with new language that alters seniority rights. (Withdrawn - June 13)

ARTICLE 26 - BENEFITS

26-1 (A) Dental Plan and (B) Vision Care
Employer proposed to “Delete” access to dental and vision care benefits for eligible seasonal employees during periods of layoff provided they are subject to recall. (Revised language – June 13)

ARTICLE 35 – LEAVES OF ABSENCE

35-12 Compassionate Care Leave
Employer proposed to “Delete” use of up to 10 days of sick leave credits prior to commencement of Compassionate Care Leave without a medical certificate being required. (Withdrawn - June 13)

LETTERS OF UNDERSTANDING

- Delete LOU - Compressed Work Week
- Delete LOU - Banking of Shift Premium
- New LOU – Accountant Technician Series
(All withdrawn – June 13)

SUPPLEMENTARY AGREEMENT – COMMUNICATIONS (911 CENTRE)

DELETE - (Withdrawn – June 13 - City may proceed to the Manitoba Labour Board for a decision)

EXCLUSIONS

All Human Resource clerical (15 – 25 positions) are to be removed from the bargaining unit and made exempt. (Withdrawn – June 13)

Legal Assistants (9 positions) are to be removed from the bargaining unit and made exempt. (Withdrawn – June 13 - City may proceed to the Manitoba Labour Board for a decision)

OFFER OF SETTLEMENT JUNE 13, 2017

Term of Agreement

December 25, 2016 - February 28, 2021

General Wage Increase

Effective December 27, 2017	-	1.5%
Effective December 27, 2018	-	1.5%
Effective October 31, 2019	-	1.5%

ARTICLE 4 – EMPLOYMENT SECURITY

4-2 This provision shall expire on February 28, 2021.

ARTICLE 6 - RECLASSIFICATION

1. Make Arena Attendants/Building Servicer 2/Wading Pool Building Servicer 1 employees Building Servicer 2 year round. (\$56,000 per year cost).
2. Instrument Technician 1 & Traffic Service Trainee Tech to Electronic Technician.
3. Instrument Technician 2 & Traffic Signal Technologist to Electronic Technologist.
4. Senior Instrument Technician & Traffic Signals Foreman to Senior Electronic Technologist (\$103,665.96 per year cost for 3 & 4).
5. Review the Recreation Technician E classification - Agree to current Job Evaluation Process.

The parties are willing to discuss changes to the job evaluation process during the life of this collective agreement.

Parties agree to accept requests for classification review through the normal process identified in the Collective Agreement for the following positions:

- Concrete Finisher
- Field Instructor
- Gardener (reduce number of increments/steps)
- Library Services Assistant 3 or 4 (Branch Manager)
- Clerical Series
- Customer Service Representative 1 and 2
- Trades classifications
- Local Water and Sewer series (G-C2's)

ARTICLE 26 - BENEFITS

26-1 (A) Dental Plan and (B) Vision Care
Eligible seasonal employees shall be entitled to exercise their dental and vision care benefit rights during periods of layoff of less than six consecutive months provided they are subject to recall.

LETTERS OF UNDERSTANDING

- Renew LOU - Compressed Work Week
- Renew LOU - Banking of Shift Premium