

27: Re: 1973/74 Collective Bargaining Report

ITEM 27

MANAGER'S REPORT NO. 13

COUNCIL MEETING Feb. 18/74

The following is the sixteenth bulletin dated February 15, 1974 forwarded by Mr. Leslie, Director, Municipal Labour Relations Bureau, regarding the above as provided for in the September 26, 1973 report of the Director entitled "Suggested Employer Operation Procedures".

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municipal labour relations

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1973/74 Collective Bargaining Report

Bulletin #16

February 15, 1974

1. District of Burnaby et al. (9 Employers) and CUPE (6 Locals)
and
City of Vancouver and related Boards and VMREU (4 Units)

As predicted in the immediately preceding Bulletin #15, formal Memoranda of Agreement were executed on Monday, February 11th by the negotiators for the VMREU, the 6 CUPE Locals and the 9 Municipal Employers.

As indicated in the earlier Bulletin, the respective Negotiating Committees had agreed to withhold the details of the proposed settlement from the media until after the last of the principals had held its ratification vote. On the basis of that agreement it had been expected that the elected Employer representatives would learn of the details in the first instance from their own negotiators. Unfortunately, however, the details were leaked earlier during the current week by Union sources, and it can only be regretted that the elected representatives had to learn of the details via the media.

The proposed settlement terms carry the unanimous approval both of the Negotiating Sub-Committee and of the full Employer Bargaining Committee. The latter Committee met on Wednesday, February 13th in order to be briefed with respect to the details and in order to afford its members the opportunity to comment and discuss.

It had been hoped to convene a meeting of the Liaison Committee on Wednesday, February 13th in order that its members might be briefed and in order that the Committee's support might be obtained for the proposed settlement terms. Unfortunately, the pressure from other prior commitments precluded any such meeting.

The terms of the VMREU and CUPE Memoranda of Agreement are substantially the same in all important respects. In actual fact, the two Unions

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bargained as a single unit right up to and including the point at which the final agreement was reached.

The proposed settlement terms clearly fall within the terms of reference for the negotiating of collective agreements and for the establishment of pay rates and fringe benefits which were established by all Bureau member municipalities during the Fall of 1973. Reference is made to the principle of "Fair Comparison" which was adopted by all Councils at that time (see the report of the Bureau Director dated September 6, 1973 and entitled, "1973/74 Collective Bargaining with Municipal Trade Unions: Suggested Policy of 'Fair Comparison'").

The key provisions of the Memoranda of Agreement which the Bureau negotiators and the Senior Administrators of the jurisdictions involved have unanimously agreed to recommend for adoption by all Councils, Boards and Commissions are as follows:

1. Term of Agreement

One year, commencing on January 1, 1974 to and including December 31, 1974.

2. Wages and Salaries

A general increase for all employees of 12% effective January 1, 1974, qualified by a provision that no monthly rated employee will receive less than \$70.00 per month and no hourly rated employee will receive less than 40¢ per hour by way of general increase (the minimum amounts will of course be pro-rated for part-time employees).

3. Special Wage Adjustments

(a) An upward pay adjustment of 10¢ per hour for all Tradesmen and for specifically designated related categories. This adjustment is to be applied prior to the application of the general wage and salary increase.

(b) An upward pay adjustment of \$15.00 per month for all Inspectors who are required as a condition of employment to possess Journeyman Tradesman qualifications. This adjustment is to be applied prior to the application of the general wage and salary increase.

(c) All hourly rates which were below \$2.25 on December 31, 1973 to be adjusted upwards to \$2.25 (the provincial minimum wage) prior to the application of the general wage and salary increase.

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4. Annual Vacations

To provide for 3 weeks of vacation during the fourth calendar year of service (previously provided during the fifth year); 4 weeks during the eleventh year (previously during the 12th year); and 5 weeks during the twenty-third and all subsequent calendar years (previously during the twenty-fifth and all subsequent calendar years of service).

5. Probationary Period

The probationary period to be standardized under all Agreements at six months. (The City of Vancouver previously required nine months for its Outside employees, and Delta for certain employees and North Vancouver City previously required three months.)

6. Union Security

All Agreements to contain a modified Union Shop provision requiring new employees to become members of the Union after 30 days of employment. No employee may be deprived of employment by reason of loss of Union membership for any reason other than failure to pay regular Union dues. (Vancouver previously possessed a Rand formula provision for both CUPE and VMREU units and Delta previously possessed substantially the same clause as will now become standard. All other jurisdictions previously possessed Union Shop provisions without the protection against loss of employment.)

7. Technological Change

A new clause is to be incorporated into all Agreements basically in accordance with the requirements of the B. C. Labour Code.

8. Other Provisions

There is provision for a number of joint reviews to be made of specific subjects during the life of the Agreements.

It is expected that all Councils will consider the recommendations of their negotiators on Monday or Tuesday, February 18th or 19th, and that the three remaining Boards and Commission will meet as soon as possible thereafter for the same purpose. Succeeding reports will carry notification of the results both of the Union voting and of the Employer voting.

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