



BRITISH COLUMBIA

# Newsbulletin

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## SPECIAL BULLETIN

The purpose of this special bulletin is to bring you up-to-date on the issues involving the Okanagan dispute, the Powell River Strike and to give you an overview of the settlements reached in this set of negotiations in other areas.

We are enclosing also a copy of 'Picket Line News' which was prepared for the Okanagan Locals.

### COST OF OKANAGAN STRIKE

This dispute is costing approximately \$201,000 in weekly strike benefits from the CUPE - B.C. Defence Fund. It will, therefore, be necessary to levy an assessment on all Locals whose members are still working. (See the reverse side of this Bulletin for details)

The Administrative Committee of CUPE B.C. will be meeting on August 6th to work out the details of the assessment. We would ask that you not take any action on the assessment until you hear from us after that date. The Admin Committee will be discussing the possibility of holding an 'All President's Meeting' or Regional meetings for all areas. There WILL be personal contact with your Local before we ask for the assessment. If you have any questions please call the B.C. Division Office or your National Representative.

### POWELL RIVER - LOCAL 798

A strike is immanent after many negotiating sessions have proved fruitless.

This employer had demands on the table which included rewriting the entire Collective Agreement in their favour.

The membership voted 98% in favour of strike to protect the Collective Agreement which has been negotiated over the years.

We will highlight the details of the reasons for this dispute in our next bulletin.

The CUPE HOTLINE WILL KEEP YOU UP-TO-DATE - Local 521-9696 - Long Distance  
1-800-242-9696

## LOCKOUT

As most of you probably have heard, there is a major dispute between our Municipal Locals in the Okanagan, and the Employers Association (Okanagan Mainline Labour Relations Association).

Local 608 Penticton, one of the target Locals in Coordinated Bargaining, went on strike on June 24th. The Employers Association responded by issuing lockout notice to our members in all the other Okanagan Centres, effective July 14th. Logan Lake and Kamloops Councils refused to lock out their employees, however, the Employers Association took them to court and they were forced to lock out their employees on Thursday, July 17th.

This makes a total of 1012 members either on strike or locked out in the Okanagan Valley.

The following 15 items are from the Employers demands and the negotiators for the employers have refused to take any of these items off the table.

1. Expansion of hours of work
2. Pro-rating vacation entitlement
3. Shift Premiums
4. W.C.B. - eliminate top-up of wages
5. Sick Days - no pay for first 3 days
6. Delete 'dirty pay'
7. Reduction of employers share of Health & Welfare benefits
8. Benefit coverage eliminated during layoff
9. Deletion of \$1.20 per hour from special trades rate
10. Reduction of layoff notice from 10 days to 5 days (1 local only)
  11. Severance Pay
  12. Overtime
  13. Reporting for Work
  14. 3 year agreement
  15. Wages - 1986 - reduction in wages of 2%  
1987 - no increase 1988 - 2% wage increase

All of these items are concessions and if agreed to, would result in our members having less than they have now in each category. At the same time the employer has refused to deal with most of our demands including

1. Contracting Out
2. Job Security
3. Recall from Layoff
4. Occupational Health & Safety
5. Benefits
6. Wages - agree to G.V.R.D. settlement
7. Two Year Agreement - same as G.V.R.D.



## STRIKE, PAY AND COORDINATED BARGAINING

Part of the Provincial Coordinated Bargaining Strategy adopted at our 1985 Convention was to provide moral and financial support for Locals that may be locked out or on strike to achieve our provincial bargaining demands. When we adopted this as part of the plan, we did it because we realized that under coordinated bargaining some of our sisters and brothers might be walking the picket line for all of us. We felt it was only right that we give them extra support.

Under our Constitution (Article 8.1(c)) the Executive Board is able to levy an assessment for additional money for the Defence Fund, but the Board felt it was important to spell out a structure and plan especially for coordinated bargaining to provide the necessary financial support when and if it was needed.

At the January, 1986 meeting the Executive Board developed and passed the following procedures for providing financial support for a strike/lockout.

First, the Provincial Coordinated Bargaining Committee will discuss strike/lockout situations and make a recommendation to the President and Secretary-Treasurer of CUPE B.C. (The next meeting of this Committee is on August 6th).

Then the President and/or Secretary-Treasurer will call a meeting of the Admin Committee for approval of the recommendation.

After that, every effort will be made to contact the whole of the Executive Board for approval.

If the recommendation for special financial support is approved then an assessment of one hour's pay a week for members who work more than 15 hours a week will be levied. This amount was unanimously approved by the Executive Board.

Some Locals may wish to pro-rate the assessment on their members who work less than 15 hours a week.

The Executive Board also passed a motion that strike/lockout pay under this coordinated bargaining plan be \$250.00 a week starting from the first day of the strike/lockout. This amount includes the \$75.00 a week from the National Defence Fund and the regular \$25.00 a week from the CUPE B.C. Defence Fund.

Strike pay will be the same for everyone.

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### PLEASE NOTE: SPECIAL ASSESSMENT DETAIL

The Constitution of CUPE B.C. gives the Executive Board the power to levy an assessment for monies needed for the Defence Fund. Once the assessment is levied it is mandatory that each Local affiliated to CUPE B.C. pay the assessment.

However, how the assessment in turn is levied on members of Locals is up to the Local to decide. If your Local is fortunate enough to have enough money to carry the assessment for a while without having to go to the membership, it is perfectly valid to deal with it in this manner. If your Local does not have this kind of financial base it will be necessary to take the matter to a Local membership meeting.

More information will be made available as well as speakers for your membership meetings.

PLEASE! Wait for more information before going to your membership to discuss the assessment.



# PICKET LINE NEWS



Number Two

## This clause is what we're asking for.

The employer shall not contract out work which results in:

- (a) A reduction in hours worked by civic employees;
- (b) The layoff of any civic employees; or,
- (c) The failure to recall an employee on layoff.

Any contractor doing work for the employer must pay his employees a fair wage, as determined by the Federal Fair Wages Act.

Any work contracted out shall be awarded to local contractors where possible.

That's all. It's a very simple contract clause. But it protects us from losing our jobs to someone less experienced who happens to know the politicians. This clause protects your job from political patronage.

In order to win that clause, we are willing to make a deal with the taxpayers.

Here's the deal: Okay, these are hard times. Everyone knows that. And civic employees know there isn't enough money around for us to get a large wage settlement. That's why we've proposed a very modest wage settlement -- well within provincial government wage guidelines and below the rate of inflation.

We've asked for a wage settlement that will mean absolutely no increase in taxes.

We're making that sacrifice in return for a contract clause against the contracting out of our jobs.

That's the deal.

We think an overwhelming majority of taxpayers affected by this dispute consider that a good deal. In fact, we've spoken with several groups of taxpayers who told us they consider the deal to be a very fair one.

We must now convince taxpayers to put pressure on the politicians to get back to the negotiating table and settle this matter.

## The details of the clause:

The clause has three parts. The first part protects your present job from contracting out. It also says that employees on layoff must be recalled before any more of their work can be contracted out.

The second part of the clause gives you a fair shot at work which is already contracted out. We know we can compete with the contractors -- if they are forced to pay their employees a decent wage. This part of the clause will make sure of that.

This clause will allow us to prove that we are more efficient and can actually save tax dollars when we, the civic employees, do the work. After all, contractors can't do comparable work, pay decent wages and make a profit. It's impossible.

(see overleaf)



(Continued from previous page)

The third part of the clause keeps our tax dollars in the community. We're all sick and tired of seeing out-of-town contractors pocketing our tax dollars while our own children must leave the community to find work. This clause forces the politicians to take care of our community first.

## Where does the strike in Penticton fit into this?

CUPE is on strike in Penticton against political patronage in contracting out. Civic employees in Penticton have just experienced a painful example of patronage where the mayor's son-in-law bumped a CUPE member who has 20 years experience.

That's exactly what this contract clause will prevent.

We think many of the politicians involved in this dispute agree with this clause. We don't think that the majority of our elected officials support patronage. And we're convinced that taxpayers agree with the clause, too.

## Here's what you can do:

Show a copy of the clause to each of the elected officials on your civic council. Ask each of them if he or she has any problems with it as it is written.

Write down their responses.

Don't let them wriggle out of answering by saying "this is all part of collective bargaining" or "I'm not up-to-date on this sort of thing" or any other lame political excuse.

This clause represents a straightforward political position. Either the politician agrees with preventing patronage in contracting out, or the politician does not. Any other position is a politician's cop-out.

Do your best to find out where your politicians stand on this.

If a majority of the politicians on your council agree with us that this is a fair clause, ask them to instruct the OMMLRA negotiators to return to the bargaining table and settle the matter. And end the lockout.

This deal is fair. It seems everyone agrees with that -- except a few key politicians.

It almost makes you wonder: Who do those politicians really represent? The taxpayers who agree with this clause? Or, the contractors who benefit from us not having it?





# POWELL RIVER

## WHY THERE IS A STRIKE

On April 10, 1986 a letter was received by Brother Chris Merrick, President of Local 798, Powell River, from the Mayor, Colin Palmer. Below is an exact quote from this letter.

"We have so many changes to recommend that we regard the negotiations as working towards a new agreement rather than an amendment of what simply exists".

This came following a letter from Mrs. M. K. Leishman, Chairman of the Personnel Committee on April 4th which outlined the contract proposals from the Corporation of Powell River.

This proposal contained 52 changes to the collective agreement. Of these 33 were considered by the union to be major adjustments.

The following are some of the changes demanded by the employer.

- change in 'employee' definition
  - rewrite the 'management rights' clause
  - delete the present grievance procedure and rewrite it
  - delete the paragraph that states 24 month limitation on dissatisfactory reports
  - delete section on political action
  - rewrite the 'loss of seniority clause'
  - change trial period from 60 days to 6 months
  - amend the job postings procedure
  - amend layoff and seniority to reduce recall period from 20 months to 12
  - major changes to the 'hours of work' clause
  - changes in overtime rates
  - delete all sections dealing with shift work
  - changes to statutory holiday clause
  - delete vacation bonus clause
  - major changes to sick leave payout
  - major changes to leave of absence for union business
  - major changes to bereavement leave
  - major changes to general leave of absence clause
- Plus - all existing policies pertaining to CUPE to be reviewed
- all schedules including rates of pay to be re-negotiated
  - the municipality also reserves the right to bring forth any other changes they may so desire

The mayor is publicly stating that he does not think CUPE members in Powell River should be making the wages they have negotiated over the years. He says they should be compared to other CUPE members and not be tied to the mill rates (the major industry in this town) as they have been for many years.

All the above demand concessions from our members in Powell River. They are being asked to give up many things they have negotiated over the years.

THAT IS WHY THERE IS A STRIKE IN POWELL RIVER!!!!!!!

THAT IS WHY WE MUST SUPPORT THEM!!!!!!!