

**LOCAL 1329**

***CUPE·SCFP***

**General Meeting Summary**

**May 14, 2019 – 5pm**

**Council Chambers**

# Agenda

1. Call to Order - Executive Role Call & Equality Statement
2. New Members
3. Minutes from previous meeting – March 27, 2019
4. Treasurer's Report
5. Negotiations Update
6. Grievances and Arbitrations
7. Who decides a strike and when?
8. Strike Aversion Committee
9. Staff Appreciation Day
10. What can I do as a Union Member?

# Personal Email

- ❖ Do not use your work email for anything other than work related emails
- ❖ Please provide your personal email to the union
  - ❖ Email Neil at [secretary1329@gmail.com](mailto:secretary1329@gmail.com)
- ❖ If you need to contact a union steward, please use your personal email
- ❖ If you think there is something the union should be aware of, please email a steward - [stewards1329@gmail.com](mailto:stewards1329@gmail.com)

# Negotiations

- ❖ Complete four days of negotiations
- ❖ Two more dates are scheduled
- ❖ As of now, the Town and Union have exchanged proposals
- ❖ It is a VERY slow process, and it is not going as well as it has in the past

# Grievances and Arbitrations

- ❖ There are currently over 30+ active grievances and arbitrations since the beginning of 2018

# Management using Article 36

- ❖ Article 36 - Technological Change
  - ❖ The town has used this article 21 times on union positions as an “organizational change” and tactic to “clean house” resulting in “120 day notice” given to 21 employees.
- ❖ The town is not recognizing Article 14 - Layoff and Recall
  - ❖ The town is not recognizing this article when using 36 that has affected the following number of positions:
    - ❖ SBS - 5
    - ❖ FCM - 1
    - ❖ Finance - 3
    - ❖ Parking - 12
    - ❖ TOTAL = 21

# Article 36 – Technological Change

- ❖ 36.01 If changes in technology, mechanization, operating methods or organization compel a reduction in employee complement, consultation shall occur between the Corporation and the Union with a view to minimizing staff reductions and developing a program of retraining and redeployment in an attempt to maintain constructive employment for those displaced. Any termination of employment occasioned by such changes shall only occur after the Union and employee(s) concerned have been given one-hundred and twenty (120) days written notice.

# Article 14 – Layoff and Recall

- ❖ 14.01 a) Provided the employees involved have comparable skills, qualifications and ability, the last employee hired shall, in the case of layoff, be the first laid off. The last employee laid off shall be the first rehired. b) An employee who is to be laid off, shall have the least bargaining wide seniority in the job position in which the layoff occurs. This employee shall be reassigned to the highest salary job position that his/her skills, qualifications and ability allows him/her to perform. The laid off or 9 displaced employee may only be reassigned to a salary job position equal to, or lesser than his/her own. c) The employer shall give at least thirty (30) days' notice or pay in lieu of notice to the employee. d) No new positions, full, or contract, will be filled if the displaced employee has the necessary skills, qualifications and ability to perform the work. e) An employee of at least ten (10) years seniority who is reassigned to a lower grade position as a result of having been laid off from a higher graded position shall have his/her salary maintained at the previous level for a one (1) year period.
  
- ❖ 14.02 a) Employees who have been laid off and subsequently recalled will have their length of service determined by the actual time they have been on the Corporation's payroll provided such recall is in accordance with Article Thirteen. b) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure with the Director of Human Resources.



# Article 14 – Layoff and Recall (cont'd)

- ❖ 14.03 In the event of a layoff of any employee in the Permanent Service due to lack of work, the Corporation will pay the premiums to continue such employee's coverage under the insured benefit plans for the lesser of: a) two (2) months thereafter, or b) such time until the employee returns to work for the Corporation or commences other employment.
- ❖ 14.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee who has successfully completed their probationary period shall be laid off from work as a direct result of contracting out present work.

# Who decides a strike and when?

- ❖ Negotiations need to continue in good faith
- ❖ The membership needs to meet again to vote in support of a future strike
  - ❖ A vote of “strike confidence”
- ❖ In late May/early June, a meeting will be scheduled



# Strike Aversion Committee (SAC)

- ❖ What is the SAC?
  - ❖ SAC created in case of strike or lockout
  - ❖ SAC cannot be members on negotiating team
- ❖ Need members to volunteer and commit to the SAC
  - ❖ Take time to think about it! - Email: [1329sac@gmail.com](mailto:1329sac@gmail.com)
- ❖ Four pillars:
  - ❖ Financials - Mary Ann Coulter & Jen Maveal
  - ❖ Administration - Harmit Samra & Dale Capone
  - ❖ Communications - Chris Clapham & Ronnie Brown
  - ❖ Picketing - Marny Sharpen & Victoria Mills

# What can I do as a Union Member?

- ❖ Support your Union members and keep the peace
- ❖ Commit and volunteer for the SAC
- ❖ Communicate with the Union when something is happening in your department
  - ❖ Maternity leave
  - ❖ Position changes, etc.
- ❖ Bookmark/visit our website, [www.1329.cupe.ca](http://www.1329.cupe.ca), it is there for you to use and become familiar with
- ❖ Use your personal email for all “personal” and union matters

# Questions?



- ❖ If you have a question, please use the online form and a steward will respond.