

[OFFER VOTED ON]  
NOV. 22/88 .

## MANAGEMENT TAKE AWAYS, THEY HAVE BEEN REMOVED!!

1. Recognition--Back to current language. 40 or so members remain in union. Union rejected management's proposal that some part timers should be temporary and not subject to orderly lay-off and recall. Same for 1806 and 1582.
2. Management rights--Back to current language. We've kept "schedule" off the list of management rights (to hire, fire, promote, etc.). They wanted to add it but its inclusion may have jeopardized the Flexitime Committee that they have agreed to. Same for 1806 and 1582.
3. No probation for temporary employees. They wanted a 3 month probation period when some temporary employees only work for 3 months at a time.
4. Wages and salaries--Back to current language. They wanted our increments to be given at the discretion of supervision and the date of increment to be adjusted if one is on a leave of absence over 30 days (e.g. maternity leave, adoption, sick leave) We said no. Same for 1806 and 1582.
5. Union committees--Until Friday, they held firm to their position that only 3 union members from 1582 should attend grievances. We now have 5 and plan to keep it that way.
6. Overtime--They wanted to change the current practice of calculation on a daily basis to weekly. Now we get overtime (if authorized) after 7 hours a day for Full-time and Part-time. (Flexitime excepted) They wanted it paid on a basis of over 35 hours per week for F.T. and 24 hrs. for P.T. This could have meant working a 10 hour day and being told that you have to reduce the remaining weekdays accordingly to make 35 and voila! No overtime. Same for 1806 and 1582. Sunday overtime remains voluntary, will not be assigned by classification and code.
7. Vacation--Part-timers will continue to take unpaid vacation at a time mutually agreeable to them and Dept. Head, not solely determined by their supervisor. Same for 1806 and 1582.
8. Sick pay--Management had proposed that we produce doctor's certificates to validate absence and not get paid until we did. Same for 1806 and 1582.
9. Seniority and service recognition--We continue to accrue seniority while on unpaid leaves of absence over 30 days. (e.g. maternity, adoption, study, union, court). Temporary employees transferring to permanent positions can continue to accumulate against their probation period regardless of the type of duties in the new job. Management wanted to decide this on the basis of similarity between jobs. Same for 1806 and 1582.
10. Personal leave--remains personal. Current practice will not change. We have agreed to add to the contract that employees will notify supervision as soon as is practicable and that P/L days are not cumulated from year to year. New employees will earn it on a pro-rated basis for the first year. Same for 1806 and 1582.
11. Maternity leave/Adoption leave--We continue to accrue seniority and vacation while on these leaves. Same for 1806 and 1582.
12. Advertising vacancies--"experience" has not been added to ability and qualifications as another requirement for promotions or transfers. Management wanted to include "No preference will be given to internal applicants over external candidates." We did not agree. See wins. Same for 1806 and 1582.

13. Lay-off and recall--We began with a concise management proposal to lay-off by Department and re-hire at their discretion which included "experience" as a factor and "in the opinion of the Employer" and "the Employer shall consider". Their next proposal dropped these arbitrary phrases for a long, convoluted clause stating how lay-off and recall should occur thinly masking their original intent. We settled for our current clause says that lay-off and recall should be done by order of seniority. Same for 1806 and 1582.
14. Technological change--Management had a series of take aways on Tech Change. They withdrew them so we retain the right to be retrained as well as other current language. See wins. Same for 1806 and 1582.
15. Letter of Intent on Xmas & New Years--Management wanted to change their 25 year old practice of  $\frac{1}{2}$  day off before Xmas and New Year's Eve or one day off on either day. They argued they had staffing requirements to meet at public desks and wanted to change to allowing us to leave before the end of our shift. This must have been a strike issue for them as they held on to the end. So did we. Happy New Year! 1806&1582.
16. Designated holidays--Management wanted us to change Dominion Day to Canada Day in the contract. Out of respect for the wishes of Terry Otter, a member of a previous negotiating committee, who died last summer, we have kept it as Dominion Day in tribute to him.
17. Transfers--Management wanted to remove our protection against being transferred out of the bargaining unit. They didn't. Same for 1806 & 1582.

To be perfectly clear, the above are issues that would have substantially weakened the contract if we had not gone on strike to retain our current protection. In some areas we have won improvements.

IMPROVEMENTS  
a.k.a. WINS!!

1. VDT's--A more expedient procedure for pregnant employees to transfer away from terminals.
  - a 10 minute break away from terminal every hour to do other work
  - a limit of 5 hours per day to be spent at terminal
  - medical exemption for employees with illnesses that could be worsened by work at terminals (family doctor sufficient)
  - a stronger clause guaranteeing regular checks of VDT's by Local 2758 or an independent agent
  - electronic monitoring will not be used as a major method of evaluating employees. All same for 1806 and 1582.
2. Transfers from full-time to part-time and visa versa--We can now change status and keep 100% of seniority regardless of duties involved. Before we could keep only 50% and it was dependant on doing similar work. Same for 1806 and 1582.
3. Adoption leave--Now treated equally with maternity leave. Up to 6 months with benefits paid by Board for 3 months. Same for 1806 & 1582.
4. Flextime committee--to be formed with 4 Management, 3 1806 reps. and 3 1582 reps.
5. Day care at City Hall will be investigated for library employees. We have been unofficially told that we have priority status. Same.
6. Union Committees--Negotiating committee gets 1 day paid leave to prepare. Chief Steward gets 2 hours each week paid to do union work, not cumulative. 1806 executive gets 4 hours (was 2) per week paid to do union work.

WINS cont...

7. Part-time employees may pay premiums for Cumba Extended Health Care and Dental Plans. It may seem expensive for a p.t.er but if you know that you will be undergoing surgery or extensive dental work it could save a lot of money. Same for 1806 and 1582.
8. Sick pay for part-time--earned at a rate of 1 hour sick pay for every 24 hours worked, to be used after completing 96 hours of work but cumulated from first day of employment. Same for 1806 & 1582.
9. Job vacancies--Qualifications listed on postings must be relevant. No external applicants will be selected unless no one internally qualifies. Same for 1806 & 1582.
10. Tech. and organizational change--We gave up some time limits ( was 6 mos. now 4 mos.) for notification by management of changes, but we gained more input in that they have to supply us with more information (timetables, effects on workers, nature and scope of these changes). Same for 1806 and 1582.

Some of these gains meant modifying our current contract, or trading off. For example:

1. Part-time sick pay--we agreed to a probation period of 300 hours or 3 months, whichever comes first. Management originally wanted 500 hours or 6 months whichever comes last. We would only agree to a probation period for part-time if they had something to gain from it.
2. Union committees- We agreed to reduce the number of the negotiating committee from 8 to 7 (1582) to get a day paid to prepare for nego. (per year) Also reduced the number of 1582 stewards from 20 to 18 to get 2 hours paid per week for the Chief Steward to do union business.
3. Technological and organizational change--as above (Win #10) We gave up time in order to get more input.
4. Contracting out--4 months instead of 6 months notice. Union to respond in 30 days. Management to respond to union in 30 working days. 1806 & 1582. We accepted less time in notification for a response from the Board that we did not have before.

Local 1582 has agreed to one concession on transfers. Currently our clause reads:

The Board agrees that if and when it becomes necessary to transfer a F.T. or Temp. employee, no such employee shall be permanently transferred without her consent except as provided in Article 24 (Tech. change & contracting out)

It has been ammended to add "Article 23(Lay-off and recall) and as required by changes in workload requirements."

To soften the blow, we may be able to grieve transfers under the Tech. Change clause in that workload requirements could be argued to be a result of organizational change. We also have protection from discriminatory transfers under Management's Rights. 1806 trans fer's clause has been strengthened by accepting 1582 wording.

TERM 2 years ending December 31, 1985.

WAGES 5% for 1984 plus increments, retroactive.

The Metro monetary settlement for 1985. (City Hall Employees Locals 43 & 79)

(note: Part-time sick leave, time off for union reps. and Adoption Leave with benefits for 3 months are all monetary issues and therefore cost the Board beyond the 5% wage increase allowed by the Provincial guidelines.)