**Advantages and Disadvantages of Local 1418 Tentative Agreement**

**July 2024**

As per Local 1418 Bylaws please see the advantages and disadvantages of the Tentative Agreement achieved by the local in late May. This will be reviewed at the upcoming membership meeting.

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| Tentative Agreement Changes | Advantage | Disadvantage |
| Preamble | Up to-date terminology |  |
| Art 1.05- Definitions | Inclusive language to include all members |  |
| Art 5.07 Check -off of Union Dues | Efficiency for the local's operations |  |
| Art 8.7 Grievance | Reduce timelines to process grievances assist in getting a quicker resolve to their grievances.    Clarifies who receives the grievance at each step. |  |
| Art 11.8 Disciplinary | Members will know in advance if they need a union representative before attending a meeting. |  |
| Art 12 Seniority | Clearer understanding of service verses seniority. |  |
| Art 13.05- Promotion and Transfers | Housekeeping - The changes clean up any confusion as to the application of the article. |  |
| Art 15.06- Hours of Work | Flexibility for Recreation and Culture Officers to use time-off in-lieu for the Francophonie International Canada Games |  |
| Art 16.13- Overtime | Changes will allow members know what their on-call duties in advance and before they have to put in for their annual vacation.    This language will require consistency throughout the province |  |
| Art 17.01 Vacation | This is an enhancement for vacation access days between the 16th year of employment and year 20. |  |
| Art 17.05 - Vacation - Computing | Collective Agreement Language reflects the application of the collective agreement after a successful grievance. |  |
| 17.08 Vacation Accumulation | Added language to help ensure the employer will be reasonable when employees request to carry forward unused vacation. |  |
| Art 20 .04- Appointments of Stewards and Time off for Union Business | CA is clear and reflects the practice when shop steward are booked off for Union Business |  |
| Art 21.04- Maternity Leave | Housekeeping - Gender neutralize wording |  |
| Art 21.04 - Maternity Leave | Housekeeping so CA accurately references the correct article. |  |
| Art 22.01 (b) | Those working in Child Protection investigations or on-going child protection receive a 10.2% premium increase. | 4.8% premium is removed from some work duties that are currently receiving the premium. |
| Art 22.08 (b) |  | Social Worker 3’s have been removed from the CA language. A Social Worker 3 would not get acting pay when placed in an "acting role" as a supervisor in Child Protection.    *Please Note: it is the Union's position this was an error in the tentative agreement and currently working with government to address the Unions concerns and we hope to have an update soon.* |
| Art 30 General | Highlights the importance of functioning Health and Safety Committees. |  |
| 31 Retroactivity | Ensuring the wage increases are retroactive. |  |
| Letter Of Agreement - Former 4.8% Premium |  | This Letter of Agreement creates a two-tier provision in the collective agreement whereby two employees performing the very same work duties will be paid a different rate of pay throughout their entire career based solely on their date of hire. The difference of pay will be 4.8%. This will also affect pensionable income as well resulting in those who earn less during their career will also have less pensionable earnings in retirement for performing the same work duties.    If this tentative agreement is ratified the executive has committed to CUPE National that the next bargaining team will prioritize removing this two- tier provision in the next round of bargaining      *Please note: There is additional information provided on the website explaining the impacts of two-tier provisions generally and related to this provision.* |
| Wages | The bargaining team felt the 12.5% wage increase was close enough to CPI to take back to the membership. It is front end loaded so retroactive payments are higher and the with compounding it results to 13%. | 12.5% does not meet the actual and projected cost of living experienced by New Brunswickers at 15.75% (compounded approx. 16%) for the term of this contract. |
| Terms of Reference for Workload Committee will have added language for quarterly reporting of vacancies | This allows for the Union to have up to date information on vacancy rates. |  |
| All remaining Schedules, LOU's, Letters of Intents, and Joint Interpretations will continue to be referenced in the CA | Nothing is deleted from the CA |  |