

APRIL 12, 2007



**NEWSLETTER
SPECIAL EDITION
APRIL 2007**



APRIL 10TH RATIFICATION VOTE

Ratification Vote and Meetings



“IF YOU’LL ALL LOOK AT PAGE 4”



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Collective Agreement Ratified

Bargaining Committee Recommendation of Acceptance Supported by Membership Ratification Vote with 63% voting YES



The Membership of Locals 111 and 2200 have voted **63%** in favour of the recommendation of the Joint Bargaining Committee (CAW Locals 111 & 2200) to ratify the Memorandum of Agreement (tentative agreement) entered into on April 4th, 2007.

Negotiations are never easy and this round was no different, with its own set of particular difficulties and complexities. Bargaining took place over a three month period beginning on January 8th and concluding with a Memorandum of Agreement on April 4th and Strike Vote turned Ratification Vote on April 10th.

With CUPE 7000 (SkyTrain) having already settled with the employer, the first TransLink subsidiary had set a pattern that was always going to be difficult to better and set a “new bar”. That pattern also contained a “me too” clause – just in case CAW was successful in improving on the wage rates – that would see the SkyTrain workers benefit from any further improvement negotiated by CAW.

COPE (the clerical workers at CMBC) had entered into early bargaining towards the end of 2006 and all that remained to be negotiated was the wage rates and some other minor issues. COPE and CMBC, it seemed, had planned to wait for CAW to conclude bargaining and set the wage rate that would then be applicable to all of the TransLink subsidiaries.

Local 2200 Newsletter is an open forum for the Membership to discuss and explore issues of our workplace and Union. Letters and unsolicited manuscripts are encouraged. Articles and opinions published in this Newsletter do not necessarily reflect CAW Policy.

Collective Agreement Cont...

Mid-way through the CAW bargaining process, things started to get “bogged down” and progress was slow, with both sides digging in. In what appeared to be a strategic move by CMBC, on or about February 26th, it seemed that COPE was mysteriously (almost secretly) called in for a quick bargaining session and, much to the surprise of the CAW Bargaining Team, COPE announced they had concluded bargaining and reached a tentative agreement with 3% wage increases in each year of a three year collective agreement, along with a signing bonus to extend the agreement three months into the fourth year. Thus, providing a comfort zone past the 2010 Winter Olympics for CMBC/TransLink.

The signing bonus (ranging from \$150 to \$400) agreed to by COPE amounted to approximately 0.75% of the average wage for this group of workers and to some extent planted the seed for a four year agreement with 3% in the fourth year. There was little else of substantial improvements in the COPE agreement and no concessions were agreed to by the Union.

The “wage pattern” now agreed to by both CUPE 7000 (Skytrain) and COPE 378 (CMBC) would become even more difficult for the CAW Locals 111 and 2200 bargaining team to better and bargaining higher wage rates would become much more difficult. The CAW membership, of both Local Unions, made it clear that they did not want to “buy our own dog” with a lump sum payment to cover the first three months of a fourth year agreement. They also made it clear that they did not want a lump sum payment for encouraging members to “lower their average sick time”, as per the CUPE 7000 mediated agreement.

It now remained for the CAW Joint Bargaining Committee to clear all of the CMBC concessions off the table, get as much improvement in working conditions as possible, negotiate the best Skilled Trades Adjustment as possible and other benefit and language improvements, and propose a “four year” agreement with higher rates than either CUPE or COPE had agreed to.

On Sunday April 1st negotiations broke-off after three full days and nights of bargaining. The Bargaining Committee called for a “Strike Vote” to pressure the company into an agreement that could be recommended to the membership. It was clear that with some “saner heads working through some complex issues” we could possibly achieve a four year agreement with some improvement in working conditions for the Operators, a Skilled Trades Adjustment (although far below the membership expectations), and some significant benefit improvements.

The Union made it clear, from the onset of bargaining that any agreement would have to address our members’ key issues. A fair wage increase for all members was the principle mandate for the Bargaining Committee. And, whereas, it is not possible to predict what the inflation rate will be over the next four years, with the current inflation rate in BC, we believe we have managed to achieve this goal.

Wage adjustments were the key issue for Local 2200 members and working conditions (breaks and scheduling) were the key issues for the Local 111 members. Serious recruiting and retention problems can lead to contracting out of work to non-union companies and companies performing sub-standard work for sub-standard wages.

Collective Agreement Cont...

We believe we now have language in this agreement, in the form of Letters of Agreement that have addressed these concerns (See the LOA's of Temporary Market Adjustment and Contracting Out). A lump sum signing bonus, similar to that achieved by the Public Sector was not made available by virtue of the fact that we (CAW) had received a 5.5% wage increase in the two years (2004 and 2005) that this group had been under a zero percent wage freeze.

This was the background and scenario that the CAW negotiating committee was faced with and **it was clear that we had our work cut out if we were to avoid a strike**. We knew that we had to beat the Broader Public Sector wage agreement which averaged approximately 2.5% in each year of a four year agreement and we accomplished that with a 3% wage increase in each of the four years.

We knew that we had to achieve a Market Adjustment for our Skilled Trades and other workers and we were partially successful with a 0.5% increase in each year for the Skilled Trades. The agreement provides for a 15.4% wage increase for Skilled Trades when compounded over the four years. We knew as well that the Operators had to have their working conditions addressed and we were partially successful in achieving that.

It took a strong stand by the Union and the threat of a strike to finally bring the company to their senses and we knew we had the membership support for a solid strike vote called for April 10th. On April 4th the bargaining teams from both sides met to finalize a deal that would be recommended to the membership. The Strike Vote meeting called for April 10th was then changed into a Ratification Vote and the membership ratified the agreement with 63% voting in favour.

More detailed information on the agreement is contained in this publication and the full text is available at the Union Office.

Joe Elworthy, President



Collective Agreement – Highlights and Changes

“G” Section”

Workplace Harassment

The parties have now agreed to a joint process and have included both Workplace and Sexual Harassment.

An informal and formal process will be put into place which hopefully will make the issues and process easier for our members.

Employee Indemnity and Legal Representation – New Language

This new language will indemnify and hold harmless all CAW members from any civil actions, civil claims and any damages, costs and expenses in connection with civil actions or claims arising as a direct result of actions performed by workers in good faith in the normal course of their employment with CMBC. This language also includes legal representation to be paid by the employer in the actions or claims.

Employee Records

No disciplinary notations will be entered on a workers record without the worker being so advised in writing.

Vacancies – Monetary for all Employees in “O”, CTS, M and S

When a worker moves into a higher paid position covered by the collective agreement, they will receive the higher rate outlined in the Wage Schedule closest to, but not less than, the wage rate they earned in their previous position.

Working on a Statutory Holiday

Workers will now be able to access their **Random Annual Vacation** to cover time off.

Article 11.02.1

This language is now improved to grant leave of absences, subject to staffing requirements up to a total of:

Employee’s Length of Service	Max Total Leave in a Calendar Year
Up to One Year	14 days
1 to 5 Years	Currently 1 Month Amended to 3 Months
More than 5 Years	Currently 3 Months Amended to 6 Months

Drivers Licence Suspensions

A leave of absence of up to **twenty-four months** (currently 18 months).

The parties further agree that on a one-time basis, a leave of absence for a twenty-four hour driver's licence suspension shall not be considered the leave of absence referred to in the language.

Compressed Work Weeks and Regular Work Weeks

All language will now reflect a five (5) day work week or a compressed four (4) day work week for pay – i.e. bereavement, pay for benefits etc.

Mandatory Medical Examinations – NEW

The employer will pay the cost of mandatory medical examinations for workers who are required to hold a valid Class 1, 2, 3 or 4 driver's license necessary to perform their job.

Payment of Wages

All workers hired after March 31, 2007 will be paid by automatic direct deposit. Exceptions will be made where special circumstances warrant, and the company will make payment by cheque for a reasonable period of time.

Probationary Period

For Transit Operators, the initial training period will be considered part of the probationary period in addition to the six hundred and seventy-five (675) hours.

Expedited Arbitration

Parties have agreed to implement an expedited arbitration process which will shorten the time limits in the collective agreement.

Treatment Programs for Employees with Substance Abuse Disorders

An interest free loan has been increased from \$2500 to \$3500.

Rehabilitation/Return to Work Committee

The membership of the committee will now be made up of two members from CAW Local 111 and two from CAW 2200. The mandate of the committee will be to identify new and review existing temporary alternate work assignments and the funding of those programs. There will be a full review of the current rehab/return to work policies.

Letter of Understanding XX: EFAP

The Parties agree that the cost of the Employee and Family Assistance Program (the “EFAP”) shall be paid by the Employer. The Transit Employees’ Health and Benefit Trust (the “Trust”) may pay the program costs on behalf of the Employer.

The Parties agree to request that the Trustees of the Trust consider incorporating the EFAP into the Transit Employees’ Health and Benefit Trust and pay the required costs of the General Equity assets of the Trust, if the Trustees deem it to be appropriate and prudent to do so.

“S” SECTION

Safety Committee

There will now be four union reps including one Master or Controller/Mate, one Marine Attendant, one rep from SeaBus Engineering and Maintenance and one rep from the Violence in the Workplace Committee.

One representative of SeaBus will have the right to attend at the Central Safety Committee as a participant on their issues.

Uniforms

Two sweaters – v-neck, long sleeve
One baseball cap
One summer/winter jacket

Workers in Engineering and Maintenance Crews will have access to at least one pair of clean coveralls each day.

JOB POSTINGS

The language will now reflect G. 8.01 and will delete the language: Where who are junior are selected, their ability and qualifications to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

For Masters and Controller/Mate vacancies proficiency shall include consideration of the following:

- demonstrated ability to safely and effectively operate the SeaBus vessel;
- demonstrated initiative, leadership and communications skills;
- a satisfactory work record

Letter of Understanding XX: Full-Time Regular Relief Workers and Temporary Employees – SeaBus Operations

The parties agree to the following language:

Preamble: This letter will serve to outline conditions of employment for Full-Time Regular Relief Workers and Temporary Employees at SeaBus Operations.

It is the intent of the Parties that this Letter of Understanding shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this Letter of Understanding.

The Parties shall jointly discuss any related matters at the SeaBus Advisory Committee that may have been overlooked or any issues that may arise in relation to this Letter during the term of this Collective Agreement.

A. Full-Time Regular Relief Workers

1. Full-Time Regular Relief Workers shall make themselves available for work on the same basis as the Temporary employees at SeaBus except that they shall be given priority for work assignments in order to ensure they work the equivalent of full-time hours. Full-Time Regular Relief Workers shall be entitled to all rights and benefits provided to Regular Full-Time Employees at SeaBus, as outlined in the Collective Agreement.
2. Full-Time Regular Relief Workers shall be assigned work as equitably as possible to bring their hours up to the full-time equivalent before work is assigned to Temporary Employees.
3. (a) It is understood that CMBC will top-up a Full-Time Regular Relief Worker's hours in each pay period in order to achieve 1,956.7 hours annually.
(b) In the event that a Full-Time Regular Relief Worker works less or more than seventy-five (75) hours in a pay period, CMBC may draw from or deposit into that employee's lay day bank up to three (3) hours.
4. Full-Time Regular Relief Workers shall perform work as assigned, including routine maintenance and painting related to SeaBus, and any other duties as may be required.
5. The Parties shall maintain a system to include these Full-Time Regular Relief Workers in the overtime rotation after completion of seventy five (75) hours in a pay period.
6. Should CMBC find it necessary to hire more than six (6) Full-Time Regular Relief Workers then CMBC will discuss the reasons for hiring more than this total with the Union prior to hiring such employees.

B. Temporary Employees

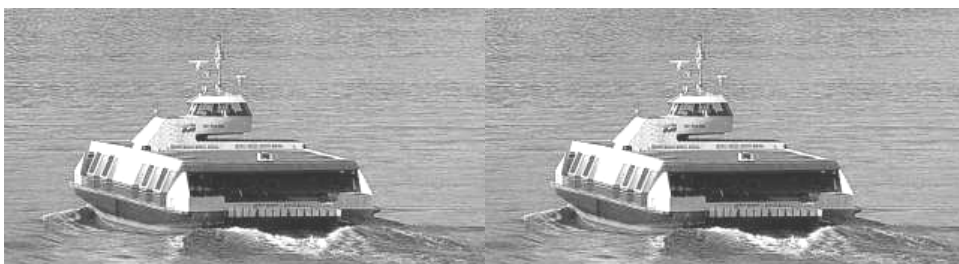
1. In accordance with Article `S' 1.02, temporary employees will be employed on an as and when required basis for relief purposes or for work of a non-recurring nature.
2. A temporary employee may work in any temporary vacancy provided he/she possesses the qualifications for the position.
3. Work will be distributed as equitably as possible between temporary employees. Temporary employees shall work no more than seven (7) consecutive days without two (2) days off.
4. Employees will be paid at the rate of pay applicable to the job they perform (i.e. when temporary employees work as Marine Attendants, they are paid at the Attendant's rate of pay for time worked in that position. Likewise, when temporary employees work as Controller/Mates, they are paid as the Controller/Mate's rate of pay).
5. It is understood that temporary employees will make themselves available for work when required.
6. It is understood that should there be a change in the business needs at SeaBus that warrants an increase in the number of temporary employees beyond two (2), the Parties will meet to review the matter. The Union's agreement to increase the number of temporary employees beyond the current level will not be unreasonably withheld.
7. It is understood that nothing in the foregoing constitutes a guarantee of continued employment as a temporary employee or a guarantee of subsequent regular employment.

Letter of Understanding XX: Full-time Senior Relief Employees – Seabus

The parties agree to the following language:

Preamble: The Employer and the Union recognize that there is a difference between Full-time Senior Workers and Full-time Regular Relief Employees.

Full-time Senior Relief Employees are Regular Full-time Employees. As such, they are not required to make themselves available for work on the same basis as the Full-time Regular Relief Workers.



Apprenticeship Committee

Committee to reflect practice of three (3) union representative and three (3) employer representatives.

All unresolvable issues may now be referred to the Maintenance Advisory Committee for further consideration.

The Apprenticeship Committee will now replace the MAC to monitor the usage of Pre-Apprentices.

FIRST AID ALLOWANCE

Increased to \$1.25 from 75 cents for Level 2's. The current Level 3's will commence receiving Level 3 premiums and Level 3 will now longer be required.

TOOL ALLOWANCE

Will be increased from 35 cents to 55 cents.

UNSCHEDULE AV DAYS

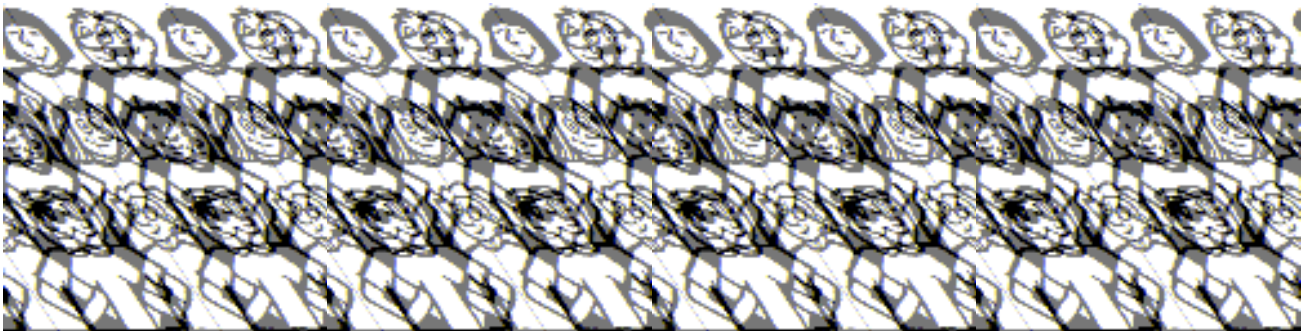
All unscheduled AV must be taken by December 31st (currently Dec. 15).

HOURS OF WORK

Dayperson: Amended to working the majority of their shift between the hours of 06:00 and 17:00 inclusive.

PRE-APPRENTICESHIP PREMIUMS

Effective April 1st this allowance will be incorporated into the base rate for tradespersons.



“SOLIDARITY FOREVER”

T) LOU #XX: Special Market Adjustment for Skilled Trades

In recognition of the competitive job market in British Columbia for attracting and retaining Skilled tradespersons, the Company agree to apply a special market adjustment in each of the three years of this Collective Agreement to the skilled trades listed below.

Mechanic	FACILITIES MAINTENANCE SHOPS:
Machinist	Carpenter
Electrician	Maintenance Mechanic
Bodyperson	Sheet Metal Worker
Farebox &~ Maintenance Mechanic	Industrial Electrician
Trimmer	Plumber
Electronic Technician	Painter
Welder	Overhead Door Servicer
Tireperson	Air Conditioning & Refrigeration Mechanic
Painter	Bus Stop Maintenance Painter
Autobody & MVA Repair Estimator	Sign Painter
Industrial Engines & Equipment Partsper:son	SEABUS:
Trolley Overhead Linesperson	Master
Trolley Overhead Electrician	Controller/Mate
Trolley Overhead Technician	Senior Chief Engineer
	Chief Engineer
	Chief Electrician
	2 nd Engineer
	Electrician
	Junior Engineer
	Partsperson

The special market adjustments indicated below will be applied to the employee's base wage rate and be reflected in the wage scales in accordance with the following:

- additional 0.5% increase, effective April 1, 2007
- additional 0.5% increase, effective April 1, 2008
- additional 0.5% increase, effective April 1, 2009
- additional 0.5% increase, effective April 1, 2010

V) LOU XX: Temporary Market Adjustment

The Parties recognize that the recruitment and retention challenges with specific trades and groups may occur over the life of the Letter of Understanding.

The intent of this Letter of Understanding is to provide for an expeditious means of addressing wage rate issues which may be associated with such recruitment and retention challenges.

Positions identified to receive a TMA may relate to a specific trades group or specialized and/or unique positions.

W) LOU XX: Contracting of Maintenance and SeaBus Work

As per Article G2.07 of this Agreement, as it pertains to the contracting out of Maintenance and/or SeaBus work, it is agreed in principle that the Company will endeavor to limit work contracted out as much as possible and any work that is contracted out will be done at wages and working conditions comparable to those paid by appropriate unionized companies.

In the event that the Company deems it necessary to contract out any Maintenance and/or SeaBus work, the Company will endeavor to consult with the Union through the maintenance Advisory Committee or the SeaBus Advisory Committee and consider reasonable alternatives brought forward by the Union.

X) LOU XX: CAW Local 2200 Skilled Trades Program

The Parties agree that there is value to have CAW Local 2200 members attend the Skilled Trades Education Program at Port Elgin CAW/TCA Family Education Centre, Ontario, or similar programs that may be presented in British Columbia.

Whereas the Local Union is committed to having its members participate in these programs, the Company agrees to consider a request for leave of absence for Skilled Trades employees to attend such programs subject to departmental requirements.

LOU #XX – Technological Change (Signed Off – February 26, 2007)

The Parties agree to add the new LOU #XX – Technological Change as follows:

In order to address various concerns raised by the Union through its proposals in respect to technological change and its impact on employees, the Parties agree to forward these issues to the Maintenance Advisory Committee for further discussion and resolution by no later than June 30, 2007.

Article: LOU XX – Introduction of Overhead Door Servicer Classification (Signed Off – February 26, 2007)

The Parties agree to include the attached Letter of Agreement titled “Introduction of Overhead Door Servicer Classification” into the Collective Agreement as a Letter of Understanding. The parties also agree to include the rate of pay for this classification in the Wage Schedule under the Facilities Maintenance Shops and to list this classification in Article ‘M’ 11.01 of the Collective Agreement.

Letter of Understanding XX: Coordinator Position (Signed Off – February 26, 2007)

The Parties agree to add the following language to the Collective Agreement:

The Coordinator position is a specialist in a specific classification that has demonstrated strong troubleshooting and organizational skills, has a team approach and buddy training abilities. This employee must be able to be knowledgeable on all applicable components and products and must demonstrate initiative in learning new technologies on their own or through company-sponsored training. The position will be awarded based on ability to perform the required duties.

This Agreement is entered into by the Parties on an experimental basis and is subject to cancellation by either Party upon ninety (90) calendar days written notice to the other Party

LOU #XX – Trolley Overhead Linepersons

The Parties agree to add the new LOU #XX – Trolley Overhead Linepersons as follows:

The Parties agree to develop a certified apprenticeship program for the Trolley Overhead Lineperson (TOL) classification at CMBC. To this end, the Parties will convene a special joint committee to make recommendations to the senior levels of the Union and Company for adoption. The Parties may involve additional participants as required.

Additional issues to be discussed and resolved include:

1. The use of the TOL Apprentice as the driver and third crew member in live wire situations
2. Interim measure(s) to address the driver position for live wire situations until a sufficient number of TOL Apprentices are available
3. Appropriate compensation to address the attraction and retention issue in the TOL classification

The above discussions will commence within sixty (60) calendar days of ratification of the Collective Agreement. The agreement reached between the parties will be detailed in a Letter of Understanding to be completed by no later than December 31, 2007.

MONETARY IMPROVEMENTS**EXTENDED HEALTH CARE:**

Benefits:

Lifetime maximum benefit: Increased from \$200,000 to \$1,000,000.

Laser Eye Surgery of \$400.00 to be used for Eyeglasses or Laser Eye Surgery.

Psychological Counseling – amended to include eligible dependants.

Free Annual Hearing Testing for transit operators.

Safety Shoes: Increased from \$125.00 to \$150.00 in a calendar year.

Increased from \$250.00 to \$300.00 per two years.

FIRST AID ALLOWANCE

Increased to **\$1.25** from 75 cents for Level 2's.

TOOL ALLOWANCE

Will be increased from 35 cents to 55 cents.

DURATION OF AGREEMENT:

This is a four year agreement in effect on April 1st, 2007 with an expiry date of March 31st, 2011.

WAGE INCREASES:

YEAR 13.5%

YEAR 23.5%

YEAR 3 3.5%

YEAR 4 3.5 %

End Game (Bargaining As A Chess Game)



In a previous article we discussed the comparison of the bargaining process to a game of Chess. We discussed that, as with any well strategized chess game, the requirement for both offensive and defensive positioning can change, as the game progresses and develops.

We presented the opening moves and positioned ourselves to the best advantage by preparing and presenting a package of proposals that contrasted and

countered the company's proposals. We analysed the need to plan many moves ahead as the game progresses, and as the "cluttered board" concept plays out, and as the likely sacrifice of pieces to improve or defend our position and to open-up of the game as required takes place.

We discussed the withdrawal or solidifying of "Non-monetary Issues" and the requirement for each side to make a move and counter-move and have several moves planned ahead.

We analysed how major pieces are either lost or sacrificed, in order to hold the best position and the Psychological warfare and emotional control necessary for cool decision making, and how both sides will want to have enough pieces left on the board to win respectably (Check Mate) and not have the game degenerate to a "debacle" – a "Strike..." in industrial relations terms!

We presented an analogy of the "End Game" and the requirement for "a very special understanding of options and closure" emphasising the need for "extreme caution and a cool temperament..." and the need for "total concentration and intellectual astuteness..." whether playing offence or defence.

We pondered how any chess game can end, "...from a Draw (tied game, not un-common, no winner or looser); a Stalemate situation (a bit like a Draw Game, called an Impasse in bargaining terms); to winning or loosing (Checkmate)..."

Let us now attempt to analyse the "End Game" that evolved and was not necessarily strategized by either side, as is typical of most "End Games".

After a long, slow period when nothing seemed to be moving (around mid to late February) a strategic move by CMBC seemed to be to settle with COPE (MOA) and force the CAW into moving towards closure. By mid-March monetary issues were flying across the table at an expedited pace, and COPE had already ratified by 77%.

The Union presented its comprehensive offer to the company on March 16th.

The Spring Break period allowed for a cooling of temperament and a time to reflect on positions and do some costing of proposals. The week of March 26 through 31st was booked solid for to conclude an agreement. The final three days were hectic with talks going late into the evening in an attempt to reach an agreement. The Union presented a bottom line offer on March 31st at 11:00 pm. Sunday, April 1st, CMBC responded with an unacceptable “best offer”. Talks broke down and the Union responded with a call for a Strike Vote set for April 10th. The membership, company, TransLink and media all began preparation for a messy strike.

Contact was made at the highest level to see if a deal could be reached without the need for a Strike Vote and the inevitable strike that would follow. On April 4th a deal was reached and the Strike Vote was turned into a Ratification Vote.

In Chess terms, the pieces were flying off the Chess Board faster than most could come to terms with, on both sides. The Board clearing was on both sides, Black and White, and Black would become White and White become Black as both sides looked at the Board from each other’s position. *“The Ineluctable modality of the visible...thought through my eyes...”* to quote James Joyce (Ulysses). Multiple issues were “signed-off” pertaining to working conditions, processes, and procedures.

Kings were now protected by Rooks (Castling) and Knights. Bishops had no place on the Board (or in the caucus rooms, for non-eclectic reasons). Black and White Queens had long been swapped off the Board and the Woman’s Advocate was sidelined accordingly. A few well placed pawns remained to protect the (Castled) Kings from Checkmate. One pawn was lost to the trickery of “en passant” and the proposal to improve Banked Over-Time disappeared accordingly.

The game became very tight and tense. The wage rates and other Monetary items (some of incidental value) appeared and disappeared across the table with both sides lamenting losses and celebrating little any of the gains.

The length of the agreement remained a key position for the Union to hold firm on and three years versus four years became a contention. A few pawns were moved, but to a more defensive position rather than offensive. A major piece on the Board was the (Union) Knight carrying the Operators Working Conditions. The opposing Pawns came face to face with nowhere to move. Each side swapped off a Knight and a Rook in the hope of forcing an error or improving position.

It had become obvious that there was no possible win in store for either side. High level consultation failed to suggest otherwise. A draw was the only conceivable result that both sides would have to accept.

Emotions boiled over as both sides had to come to grips with not winning this time around. The Strike Vote did not force any errors but did push both sides closer to reconciling the inevitable draw. A last ditch effort was made by both sides to gain the impossible advantage needed to declare a victory. A couple of political and economic issues were pushed back and forth and the “Four Year Agreement” was once more pitched successfully. Agreement was reached on wage increases and outstanding issues were signed-off to future committees for resolution. A number of Letters of Agreement covered off issues still alive and requiring resolution throughout the life of the agreement.

A deal was reached and a draw declared. The Strike Vote became a Ratification Vote and all that remained was membership approval.

The total game, with wins and losses was reviewed by both sides with their advisors putting the complete package together for consideration and analysis.

It was a most intense, pressurizing game and resolution in a draw is not what either side really wanted after three long months of bargaining.

Both sides will go at it again in 2011 and no doubt the players will change but not likely the game. For the game has been around for a lot longer than all of the players put together and the rules have not changed in centuries.

In the mean time, I suppose there are enough gains for the Union to hold its head high and make further improvements through the Committees charged to address outstanding issues. And there is enough left on the Board for the Company to operate in a competitive and efficient manner as we grapple with the TransLink Governance Changes and other challenges that are just around the corner.

Victory can be sweet...losses are bitter...draws are boring but at times the best result.

As I reflect on what I wrote in the previous article using this Chess analogy I'm struck at the similarity of the outcome.

“Bargaining, like a chess game, can resolve itself where both sides come away satisfied with their achievements... the Union wants’ to come away with a collective agreement that addresses the concerns of the membership on the key issues of improvement in wages, benefits and working conditions. The Company wants to come away with enough improvements and incentive to manage and operate the bus system in a healthy industrial relations climate for the duration of the agreement with the lowest costs possible...”

“For the Union, the membership will decide if the resolve is acceptable by voting for the recommendation of the bargaining committee or voting against the recommendation...The Strike Vote will give the Bargaining Committee a mandate to go back to the bargaining table with some “clout”, that is, the withdrawal of labour...”

And the vote to ratify was a clear 63% in favour.

The comments we made in the previous edition about the past rounds of bargaining are also interesting when reviewed in retrospect.

Round One 2001 / The Great Strike

In 2001, both the Union and the Company were just recovering from a “hangover”, that was a result of a change in Governance from a Crown Corp. (BC Transit, 1999) to a subsidiary of the GVTA (CMBC).

Round Two / Bargaining 2004**Interest Based Bargaining & Special Issues Resolution Committee**

The CAW Bargaining Committee was faced with the folding and roll-over by the Broader Public Sector Unions and the end to any possibility of a General Strike, to back-up our demands. Faced with this daunting landscape...the Union agreed to an Exclusive Service Provider Agreement for all future Community Shuttle Bus contracts, subject to the CAW and CMBC having a collective agreement in place by the 2003 year-end. Thus we entered into an early agreement that provided for wage increases of 2.5%, 2.5% and 3%, equal to 8%, in a three year agreement... Outstanding issues would go to the Special Issues Resolutions Committee (SIRC)

2007 Bargaining**Roll the clock forward to 2007.**

At some point, in the not too distant future, things will ratchet-up a notch or two, as we enter into the bargaining/chess Middle Game. Not exactly the stuff that the documentary film on CAW bargaining with the Big Three "Final Offer", or the book "Hard Bargaining", are made from. It is not possible to predict what the outcome of the process will be. What is hoped for, by the Joint Bargaining Committee, is that by March 31st, 2007, a "Memorandum Of Agreement" can be entered into, that reasonably meets the needs and expectations of all of the 3,800 CAW Locals 111 & 2200 members covered by the agreement.

I believe we have achieved our mandate and have negotiated a fair and equitable collective agreement that addresses the needs of our members and one that we can be proud of.

Submitted By, Joe Elworthy



CHIEF EDITOR...Joe Elworthy
ASSISTANT EDITOR...Travis Harrison
PUBLISHING AND DISTRIBUTION...Tim Snider

NOTES