

Monday, March 2, 2009



**CEP CULR-1**

**INFORMATION RE: BALLOTS,  
UPCOMING CONFERENCE CALL  
AND CONCESSION FACT SHEET**

Sisters and Brothers,

Ballots RE seeking support for “*all actions, if necessary up to and including commencement of strike action to secure an agreement with this Employer*” were mailed to your home addresses Friday, February 27, 2009.

We are in the process of updating your website: [www.cepculr1.ca](http://www.cepculr1.ca) where you can find all Bargaining Bulletins etc. sent to you to date.

**Please see the attached ‘Fact Sheet’**, with additional details of the concessions tabled by the Employer.

**A Conference Call is scheduled for the CULR-1 Bargaining Unit, Wednesday, March 4<sup>th</sup> from 3:00 p.m. to 4:00 p.m. Eastern Standard Time to review the document and answer your questions. Dial instructions are as follows:**

**Local number: 613-787-5142**  
**Toll Free: 1-866-797-9099**  
**Conference I.D. 1220247#**

In solidarity,

Your Bargaining Committee

Eddie Ste. Marie  
Kelly Hayes  
Orion Irvine  
Jeff Atkinson  
Mary Shortall  
Kim L. Beemer, CEP National Representative

lmc/cope-343

# CONCESSION FACT SHEET

As of February 25, 2009

## 1. “Active Employee”:

“...whenever the employee is not doing the job...” e.g. when the employee is on LTD, WCB, Political Leave, Education Leave and any other leave of absence they will no longer accrue vacation credits or severance pay.

**Note Exception:** Employees on WCB will receive vacation credits and severance pay for their first three (3) months of illness, and then they will cease to accumulate these benefits.

## 2. WCB/WSIB

Employees currently receive 100% of their salary while on WCB. The CLC pays your wages directly so that there is no interruption in your pay and they are reimbursed by WCB. In their proposal, the Employer will stop paying your wages and you will rely upon the monies allocated from the Province in which you live. Note: WCB payments vary from Province to Province AND there will be no top-up from the Employer.

**Note:** on average, between the two unions, the Employer claims that there may be one employee accessing WCB over the course of a year.

## 3. Retirees and their spouse:

Article 19.03 cites that Retirees and their surviving spouse will be entitled to the same benefits as regular employees with a few exceptions. The Employer wants to remove Retirees from the Health & Welfare Article and create a separate “Appendix”. Retirees will lose the following contract language protecting their rights currently cited in the article:

- Retirees no longer guaranteed of receiving same benefits as regular employees.
- No guarantee that these benefits will be fully paid for by the CLC.
- No guarantee that current or future retirees in this new ‘Appendix’ will receive any improvements in medical and hospital coverage. The proposed ‘Appendix’ is also silent on pension improvements.
- No guarantee that if the ‘Appendix’ is breached by the Employer that it is subject to the grievance procedure.
- In order to qualify for retiree benefits you must be an “*active employee*” with ten (10) years of service. Therefore, if there are any interruptions in your service due to illness or any other leaves where the Employer deems you to be “*off the job*” you must make up this time to the ten (10) year mark before you are eligible for benefits.

4. All sickness, accidents reported to the Employer within the first hour of the work day.

5. Medical notes on a daily basis if the Employer believes there is an “*excessive use of sick leave*”. Employer does not define “excessive use”.

6. Mandatory medical notes after five days of illness.

7. **Wages**

- In lieu of calculating retroactive adjustments on wages, pension contributions, severance, ehb premiums, vacation bonus, etc. each CULR member will receive **\$500**.
- **1%** increase in wage scale, effective July 1, **2009**.
- **1%** increase in wage scale, effective July 1, **2010**.

At our January bargaining session with the Employer, they proposed a contract rollover - no concessions with a wage increase. Both CEP and COPE being sensitive to the current economic climate agreed to the proposal, as long as the wage increase over the three year period was respectable and included retroactivity. We notified the Employer of our decision, and it appeared we were moving toward the rollover but at the last minute the Employer went back to their list of concessions. This was not the rollover as proposed by the Employer; both CEP and COPE rejected the concessions, all union proposals were back on the table and the unions agreed to file for mediation, as it was clear the Employer was not bargaining in good faith.

CEP and COPE have listened to the Employer’s concerns, many of which can be addressed with existing contract language and many are due to the Employer’s own admission that they “*do not manage effectively*”. Other concerns raised, such as excessive vacation carry over is the result of the Employer “*cutting private deals*” with certain employees, and they openly admit this.

Where there are legitimate concerns, such as knowing when an employee is off sick or injured, both unions proposed constructive solutions and we pointed out that they have hired two HR Staff since the last round of negotiations; they now have people in place to administer the collective agreement.

The CLC has a \$2 million + surplus, after a convention year.

To date, the Employer’s concerns are not based on facts. When we have asked for proof of their concerns, we either find that it affects 1-2 employees or they oscillate between providing zero to inaccurate evidence to support their position.

Your Bargaining Committee is committed and determined to reach a fair and respectful collective agreement with the Employer, at this juncture we need additional support to do so.

When you receive your ballot **VOTE Yes in support of your committee!**