

Many thanks to the members who attended the union meeting on February 11, 2011. For those that were unable to attend, please see the following information that was discussed.

We are continuing to get answers on some of the concerns raised. Watch the Naylor News for updates as they become available.

DON'T BELIEVE RUMOURS – CALL THE UNION OFFICE FOR VERIFICATION!

VACATION ENTITLEMENTS

Aequor distributed sheets to all members in the bargaining unit in late January, 2011 detailing the amount of vacation entitlement you have.

The Union has had a couple of calls from members to say that their entitlement amounts are wrong. Please check over your letter carefully, and if you think there is an error, please advise Hilda Nieves (HR with Aequor) and the Union office immediately and we will pursue it for you.

It is possible that the company's inaction to date to rectify these errors will result in grievances being filed. We need to hear from each member specifically about their issues with their vacation.

If your employment is being terminated, please note that you are entitled to receive vacation pay for every moment you have been employed at Aequor and Naylor. The vacation time you would have taken this year pertained to vacation earned up to your last anniversary date. The company owes you vacation from your last anniversary date to the day you leave, and this amount should be part of your final pay cheque.

For those member who are remaining employed, please note that March 1st is your deadline for advising the employer of vacation time you would like to take between July 1 and December 31.

Call the Union office at 949-2773 and leave your name and phone number, as well as details on the error.

PAY FOR GENERAL HOLIDAYS

For those remaining, you will receive pay for general holidays as you have always done.

For those leaving, according to Article 21.1, you are entitled to be paid for any general holiday that occurs within 2 weeks of you being laid off. For example, the members being laid off on February 16 should receive pay for Louis Riel Day on February 21.

CHECK THOSE FINAL PAY STUBS!!

NOTICE OF TERMINATION vs SEVERANCE PAY

While the language in Article 26 of the Naylor collective agreement refers to severance pay, it really refers to notice of termination or pay in lieu of notice. There is no specific severance pay owing when the notice period expires. The company is giving you notice instead of pay. If you resign before your notice period expires, the company does not owe you any additional wages beyond what you have earned (wages and vacation).

There is no severance pay language in Manitoba under legislation, only termination notice. The legislated amount of notice varies between 1 and 8 weeks depending on years of service, but maxes at 8 weeks. The collective agreement provides for 1 week per year of service for the first 5 years of employment, then 1.5 weeks thereafter, maxing at 40 weeks (which is 27 years of service).

Employers are entitled to give the proper notice, or pay in lieu of, or do any combination they wish to, as long as the notice period is adhered to.

Manitoba legislation requires that employees give at least 2 weeks notice before terminating their employment, but there is no penalty for failing to do that.

When the Union asked the company on January 19 if they were prepared to offer enhanced severance pay to keep people working for the entire period of time they need them, we were told only that “production incentives” would be considered at a later time. Hasn’t happened yet.

ADDRESS CHANGES

Please remember to advise the employer of any address changes that occur until your 12 month recall period has elapsed.

CHANGES IN CONDITIONS OF EMPLOYMENT

The Union has been asked if the employer can change conditions of employment or wages after the contract expires on March 31st. An Employer commits an unfair labour practice if they attempt to change the wages or conditions of employment of members within 12 months after the day on which the contract expires, without the written consent of the bargaining agent, unless the employees have been locked out or have gone on strike.

LAYOUT WORK

On February 16, 2011, half of the layout members in pre-press will be laid off. When asked whether this would impact on the remaining members to try to churn out twice the work, the Union was advised that the work of the members being laid off would be done at “other Aequor locations”.

Anyone else notice that even your employer has a problem with saying “the work is being shipped to India”?

GRIEVANCES

While our options may be limited in attempting to stop the employer from sub-contracting your work to India and/or the U.S., please note that we will continue to process grievances on any violations of the collective agreement. Check with your chapel chairperson, or call the Union office at 949-2773 if you think a violation has occurred.

When you email the Human Resources person, Hilda Nieves, in New Jersey, with complaints, please cc the union office at cep191@mts.net