## **Unifor Local 25**

On September 11th the bargaining unit met in Ottawa and ratified a memorandum of agreement that would allow tier D management to approach Local Presidents to approve a special vacation schedule procedure, which would take into account factors such as function, headquarters and geography. The local would then take that schedule to the crew and based on a vote of 50+1% in the affirmative, allow the company to apply the vacation schedule.

Local 25 voted against and remains vehemently opposed the MOA as in our view it circumvents vacation scheduling based on seniority and Tier D manager. Furthermore, it turns local Presidents into an extension of company management by involving the union in the application of the MOA and thus by extension our collective agreement. In addition, it is simply not practicable for the local to be involved as we represent 400 members, enough to be comparable to a mid size Canadian company, to act in a function as HR and the company management.

Therefore, the Local will not engage in approving the vacation schedule for employees of Bell Canada based on the MOA. Further, we find the stated Unifor national position that they would intervene and collude if the local does not agree with the company, to be unjust inference in local autonomy and a troubling threat.

Our union, local or national, should not be involved in picking vacation schedules, thereby picking and choosing how to apply the collective agreement and risk potentially playing favourites with members. Our responsibility is to defend members when the company violates the collective agreement, not collaborate with the company in their application of the agreement, and potentially wittingly or not, violate the rights of our membership.

There are a plethora of reasons to oppose participation but consider that if the Local gets involved in and approves the alternative vacation selection process, then 50+1% of the crew agree, it is reasonable to consider that one of or many of the 49% that voted against could lose their rights. The consent of national, the local and the crew will make it virtually impossible for a grievance to properly be filed as union would have sanctioned the vacation scheduling process.

Unfortunately, according to the bargaining committee and national, the company has stated that if the local does not agree to the special vacation allotments, we have been advised the company may flex their latitude to the full extent of the CBA section 21. We encourage every member to read the MOA and section 21 of our collective agreement in its entirety.

Whatever other locals choose to do, in our view we cannot risk the integrity of Local 25 becoming an extension of company management and trust you will understand why we have taken this position.

To read the MOA or the national position visit: <u>unifor25.com/updates.html</u>

## **Contact Information**

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