



**Sudbury Mine, Mill & Smelter Worker's Union,
Local 598/Unifor**
2550 Richard Lake Drive, Sudbury, ON P3G 0A3
Telephone: (705) 673-3661 Fax: (705) 673-1183



**To All Members of Mine Mill Local 598 / Unifor
That work at
St. Joseph's Villa and Villa St. Gabriel's Villa**

The Following is in response to some of the confusing facts set out in the Employer Memo of March 19, 2018 Re: Vacation time and vacation Pay.

To address the vacation selection process set out by the Employer where employees would indicate their first, second and third option for vacation time off. There is no long standing practice accepted by the union. The union has never agreed to such a vacation selection process and has always maintained selection by seniority within the departments until all employees have had a chance to make their selection of available weeks. As you know the Employer annually determines the number of employees allowed off on vacation each week per department. The process the Employer has indicated has been an Employer bargaining proposal that has been rejected by the union in the last rounds of bargaining. We have rejected this proposal because its time consuming for scheduling and does not allow for employees to see where there are available weeks to select from when they are making their annual vacation selections. It becomes very troubling when we hear from members who say they didn't know that certain weeks were available when they made their selection and instead of getting opportunity to preferred weeks in the summer, that were not booked to full complement, they were stuck with less preferable weeks only because the open weeks weren't made known by the Villa's.

In response to the second and third paragraphs hopefully we can give some clarity. The employer has not been following the vacation pay language in the collective agreement for some time. The collective agreement provides for a one year lag in the payment of vacation pay. In simple terms vacation pay earned this year is intended for payment as paid time off next year. Some may question the application of the Employment Standards Act (ESA), but the ESA, at the time the language was negotiated, only allowed employees two weeks of vacation with pay per year. The union bargained a greater right and benefit for its members being;

- two weeks of vacation with pay (4%) up to four years of service,
- three weeks of vacation with pay (6%) from four years up to nine years of service,
- four weeks of vacation with pay (8%) from nine years up to eighteen years of service
- and five weeks of vacation with pay (10%) after 18 years of service.

The Employer while showing all vacation accrual both vacation pay owing for the current year and the vacation pay accruing for the next vacation year under the collective agreement, they were also allowing employees to use both the current year's vacation with pay and next year's vacation with pay in the current calendar year. Some employees were taking more vacations with pay than they were entitled to during a specific vacation

year and some were taking paid vacation in the first year when there was no entitlement to paid vacation. This is not consistent with what is set out in the collective agreement. We do want to make it very clear that vacation pay was not frozen in 2017 it continued to accrue but just no longer showed on the employee's pay stub. Had we not agreed to stop showing vacation pay accrual for 2017 many employees would have been in greater hardship than they may currently find themselves. On January 1st 2018 your vacation pay bank should show the vacation with pay accrued since August 2017 to the end of the year 2017 (pay period 19-26) and any money that remained in your vacation pay bank and vacation time off that was a carry-over from the vacation year 2017. We are requesting that pay stubs should show both what you have in your vacation bank for the current vacation year and updated as you use it, as well as what you are accruing as vacation pay for next year's vacation bank. We feel this is achievable and will keep you posted on developments.

What does vacation entitlement and pay in a one year lag mean? It means that after you have completed one year of service or the vacation entitlement increase in the collective agreement, you have your full vacation pay with vacation time off immediately after the year of service has been reached. As you may recall we had complaints from our members who were told they couldn't take any vacation time off until they had enough vacation pay in the bank and in turn once their vacation bank ran out the couldn't take anymore vacation. Then it shifted to you could take the time off but it would be without pay. Here lies the last violation of the collective agreement. The employer has given the impression that by paying you a full week or days' worth of wages for your vacation time off until your vacation pay runs out is a benefit to members. This is a myth and generally is a detriment to members. The collective agreement provides for 2% of the previous year's earnings for each week of vacation. If you do the math, and as an employee you miss no time, 2% of earnings are greater than one week of wages. In addition, if you follow the employer's payment of one weeks' wages until the vacation pay runs out many members who have missed time will be put in a situation where they would have to take time off without pay because their vacation pay bank has run out. With 2% of earnings for vacation pay per week, an employee has vacation pay allotted for each week of entitlement so you have access to all your vacation time off with pay. It may be a bit less than full pay per week if you missed time but it's easier to cover the loss of half a day by working one shift of overtime than it is by trying cover three or four days of vacation time off without pay because of the employer paid all your vacation pay in earlier weeks off. The employer paying you one weeks' pay in essence is burning up all your vacation and put you in a position of not taking all your vacation time. This is not putting you in a position to let you take the time off that the union has negotiated for you. Some have called it stealing negotiated time off from our members. We feel all our members deserve the vacation time off that has been negotiated for them and it was loud and clear at our meetings in January of this year that members agree, members want all their negotiated time off and they want it with the vacation pay that was intended for each of those weeks.

If there were vacations to be carried over into the next year they should be with the vacation pay that was associated with those weeks and not just time off without pay.

Further it has been discovered that the employer, again in violation of the collective agreement, has not been calculating vacation pay as part of earnings for the % owed under Article 19 since 2003. Obviously unknown to the union that the employer failed to pay our members this money, we moved to file a grievance on behalf of both Villa's to get all this money back. This is your money and has not been paid by your employer. Another myth is that the employer is deducting money off employee's cheques weekly to go into their vacation pay bank, this is incorrect. The union has negotiated vacations with pay that is above an employee's weekly earnings and is money that the employer must pay into your vacation pay bank. It is not a savings account for employee but rather is intended, strictly for paid time off work.

As members you deserve the time off with pay. This is your right negotiated by the union and is already in your collective agreement and it provides for 2% of earnings for each week of vacation entitlement. That is what we are insisting at the bargaining table along with the one year lag and our vacation selection process by seniority in the department so all can have a chance at preferred time off during the summer period. We feel you deserve what we bargained and will continue to ensure you get those benefits.

Mine Mill Local 598/Unifor