



June 4, 2021

David Black (By email to [kcaston@copesepb.ca](mailto:kcaston@copesepb.ca))

National President

COPE

301-4501 Kingsway

Burnaby, British Columbia

V5H 0E5

Susan Lucek (By email to [info@copeontario.ca](mailto:info@copeontario.ca))

Interim President

COPE Ontario

Suite 1108

555 Richmond Street West

Toronto, Ontario

M5V 3B1

Laura Lozanski (By email to [llozanski@cope225sepb.ca](mailto:llozanski@cope225sepb.ca))

President

COPE 225

P.O. Box 19, Station A

Ottawa, Ontario

K1N 8V1

Dear Presidents:

**RE: COPE Strike at the Association of Justice Counsel**

We are writing to you on behalf of the Governing Council (Board of Directors) of the Association of Justice Counsel (AJC), the Executive Council, and the AJC negotiations team.

The AJC has been in negotiations with COPE 225, our staff union, with a view to concluding a first collective agreement. Regrettably, on May 11, 2021, COPE 225 led our staff into a strike which currently continues.

## **COPE Letters to the Governing Council**

During the course of the negotiations and the strike, COPE's chief negotiator, Mary Stalteri, has bypassed the AJC's negotiations team and written directly to the Governing Council (GC) on four occasions.

After the first letter dated March 26, 2021, our President wrote to Ms. Stalteri acknowledging receipt of the letter and indicated that our negotiations team was focused on collective bargaining – with the clear implication that communications should be with the negotiations team and that direct communications with the GC were not welcome.

We would note as well that our chief negotiator, Sandra Guttman, advised Ms. Stalteri in writing that she should be copied on such letters and was not. Ms. Stalteri apologized for this apparent oversight and undertook to copy Ms. Guttman on similar communications going forward. However, Ms. Stalteri failed to follow through on this commitment and did not copy Ms. Guttman on the three letters to the GC which followed.

Following a second letter from Ms. Stalteri to the GC dated April 15, 2021, the Chair of our GC emailed Ms. Stalteri on April 26 and asked her to refrain from writing directly to the GC on collective bargaining-related matters and to direct any such communications to the AJC's negotiations team only.

Ms. Stalteri ignored this request and continued to write directly to the GC. Furthermore, the letters – in particular those dated May 11 and May 27 (enclosed) – contain fabrications, distortions, misinformation, and defamatory material. These letters are vexatious, harassing and unwelcome. We find Ms. Stalteri's total disregard for the GC's wishes to be disrespectful, unprofessional and entirely unhelpful. The tone and content of the letters are not in keeping with the civility and harassment-free behaviour which COPE purports to advocate. In light of Ms. Stalteri's actions, we felt we had no choice but to escalate this matter and write directly to you.

The GC and Executive Committee (EC) also regard Ms. Stalteri's letters as little more than an attempt to undermine the authority of those who have been assigned responsibility for collective bargaining on behalf of the AJC. The GC and EC wish to be very clear on these points:

1. The GC and EC are fully aware of the progress of collective bargaining and the positions of the parties.
2. The GC and EC stand behind the reasonableness of the AJC's collective bargaining position.

3. The GC and EC have complete confidence in the AJC negotiations team.
4. The GC and EC do not wish to receive collective bargaining or strike-related communications from COPE, since the responsibility for such matters has been assigned to our negotiations team. Any such communications should be directed to our negotiations team only.

### **Highlights of the Employer's Offer**

Assuming that you are unaware of the details of our collective bargaining, let me highlight some aspects of our offer to the bargaining unit which we consider to be not just fair and reasonable, but generous:

1. **Pension Plan:** We've agreed to create a defined benefit pension plan (DB Plus) through the CAAT whereby the employer will contribute 12% and the employees will contribute 6%. This amounts to a 2% increase over what the employer is currently contributing to employee RRSPs (10%).
2. **Pay Ranges:** COPE provided no market study or information relating to the appropriateness of pay ranges. On its own initiative, the employer retained an independent consultant to review the competitiveness of the AJC's pay ranges. The consultant found that the pay ranges for three classifications (Assistant to the Corporate Secretary, Membership Liaison Officer, and Director of Communications) were somewhat below market, but that our pay ranges for other classifications (Labour Relations Officers and Research Analyst) remained competitive (\$79,672-114,691). Again, on its own initiative the employer offered the following adjustments to pay ranges effective January 2022:
  - a. The top of the pay range for the Assistant to the Corporate Secretary would increase **9.5%** (\$6,472) (i.e., an increase from \$68,122 to \$74,594);
  - b. The top of the pay range for the Membership Liaison Officer would increase by **22%** (\$13,621) (i.e., an increase from \$60,973 to \$74,595); and
  - c. The top of the pay range for the Director of Communications would increase by **18%** (\$20,702) (i.e., an increase from \$114,863 to \$135,538).
3. **Pay Increases:** The employer offered pay increases effective January 2022 of **2%** or COLA (whichever is greater) and effective January 2023 of **1.5%** or COLA (whichever is greater). In addition, the employer offered to maintain its performance pay scheme whereby an employee can earn an additional, annual performance pay increase of **3.5-**

**5.5%.** Those at the top of the pay range could earn a lump sum performance award of **3.5-5.5%**. Historically, employees have been able to advance through the pay range at the rate of about **6%** per year (1.5% COLA increase + 4.5% in performance pay).

4. **Benefits:** The employer offered to continue its comprehensive health and dental benefit plan paid for 100% by the employer and agreed not to reduce those benefits.
5. **Hours of Work:** The employer agreed to reduce hours of work from 37.5 hours per week to 35 hours per week – a **6.7%** reduction in work hours for the same pay.
6. **Overtime:** The employer agreed to overtime on a weekly basis at the usual rate of 1.5.
7. **Leave:** The employer improved its already generous vacation leave scheme by offering 4 weeks of vacation leave to start, 5 weeks after 5 years, and six weeks after 18 years. In addition to this, the employer offer provides for paid leave **between noon Christmas Eve and New Year’s Day inclusively, which we agreed to improve by an additional half day on December 24.** On top of this, the employer offered a number of other paid leave entitlements including sick leave (15 days per year), family responsibilities leave (5 days per year), personal leave (1 day per year), volunteer leave (1 day per year), maternity/parental leave with a top up of 93%, domestic and sexual violence leave, and several days of bereavement leave, among others.

### **Outstanding Issues**

As you may know, the AJC and COPE participated in four days of conciliation – the last day being May 10, 2021. On the final day of conciliation, only three issues remained outstanding despite COPE’s public statements suggesting that scope of the bargaining unit was the only issue having led the parties to an impasse. The three outstanding issues on the final day of conciliation were (a) scope of the bargaining unit, (b) post-retirement benefits, and (c) a joint job evaluation.

#### ***(a) Scope of the Bargaining Unit***

The employer was very clear that it needed an excluded position to provide management with labour relations and human resources support and advice as well as support in the administration of the collective agreement. The Office Manager, who is currently part of the bargaining unit, has historically performed most of these roles. The COPE negotiations team acknowledged that AJC management needed this support. Many of the clauses that were agreed to by the parties presupposed the exclusion of the Office Manager position. Without this exclusion, the employer would not have agreed to certain provisions.

While the exclusion of the Office Manager would result in a one-person reduction of the bargaining unit, the AJC negotiations team made it clear that the AJC would be downloading bargaining unit work onto two new bargaining unit positions, so the bargaining unit would in fact grow by one (i.e., to 8 members). Indeed, the AJC has recently posted job openings for two new bargaining unit positions, a Membership Liaison Officer and a Labour Relations Officer. Contrary to the true state of affairs, COPE has been publicly alleging that the AJC intends to replace every position in the bargaining unit with an excluded legal counsel position. This is complete nonsense. We also note that COPE has not once advanced a salary proposal for the Office Manager position and has provided other indications that the Office Manager's exclusion from the bargaining unit could be agreed to or would likely be agreed to.

***(b) Post-Retirement Benefits***

During bargaining, COPE proposed post-retirement health and dental benefits for employees and their dependents. COPE proposed the eligibility for post-retirement would be a minimum of 55 years of age and 15 years of service. No employee would reach this eligibility requirement for three years – one year after the expiry of the agreed upon two-year term for the first collective agreement. Therefore, the employer fails to understand the urgency of this issue.

The employer is committed to making reasonable efforts to provide access to post-retirement benefits subject to availability, affordability and an agreement on funding models. To that end, the employer proposed a joint working group which would report to COPE and the AJC Executive in a few months with recommendations regarding post-retirement benefits. The employer even proposed arbitration to resolve disputes.

COPE has doggedly stuck to a prescriptive proposal which would oblige the employer to provide post-retirement benefits within six months and require a change in benefit provider for all employee benefits. The COPE proposal entails an uncertain and potentially unreasonable financial liability for the employer as well as unresolved issues such as funding/cost-sharing. The employer's recent research has confirmed our concerns about cost, funding models, affordability and unreasonable financial liability.

While we are committed to find ways to move the needle forward, it will be imperative that the discussions we have on the issue of post-retirement benefits be informed if we are to make any progress at all. Consequently, we will be commissioning a third-party report from Canadian Benefits, the broker that was recommended to us by Patty Clancy, COPE Ontario Director. This should help the parties better understand industry practices when it comes to post-retirement benefit options, funding practices and the like which may not necessarily have to entail a change in the main benefit provider – a change which potentially puts the employer at risk of

infringing on our commitment not to reduce existing benefits and exposing us to additional and unexpected financial liability.

***(c) Joint Job Evaluation***

COPE already agreed to all other salary ranges and classification grade levels for all positions but one. The last-minute COPE proposal for a joint job evaluation was the last of several attempts to address the personal issue of one employee who occupies an administrative position but believes she performs the duties of a higher-skill position for which she was never hired. She further believes that she should have a massive pay increase.

During negotiations, COPE proposed that this individual should have a separate and highest-ranking classification for herself with a pay range of \$95,000-\$110,000. This would amount to an increase to the top of the employee's pay range of 61% (\$41,878) - far in excess of what the independent consultant's market study reveals. In light of the bottom of the proposed pay range, the employee would receive an immediate 40% (\$26,878) increase in pay.

The range of pay proposed by COPE for this administrative position is higher than the pay of a junior lawyer with the federal government and is above the classification levels we have identified for the positions of Labour Relations Officer, Research Analyst and Director of Communications, which require a higher level of education, experience, responsibility, judgment, independence and skills sets.

The employer rejected this proposal completely and understood that the parties had moved beyond this, having agreed to language earlier to address the concerns raised by COPE in relation to this employee's issues. However, the last-minute COPE proposal for a joint job evaluation outside the already agreed-to pay equity context where job evaluation must be addressed, was little more than an attempt to revive the employee's personal agenda regarding her position and provide for a predetermined outcome of a promotion from one position to another (which does not exist) and would require a different skill set, including a law degree, in addition to an exclusion order if the position actually existed.

## **The Strike and the Final Offer Vote**

On May 6, 2021, the parties managed to whittle down the numerous issues to three outstanding ones, and they agreed that it would be beneficial to meet again on May 10 as we were very close to concluding a deal. After a number of passes and many indications that we were getting close to the end of the road, the employer made a final offer on the afternoon of May 10, 2021, the last day of conciliation.

The employer's negotiation team remained available awaiting a response from COPE until 9:00 pm on May 10. Notwithstanding that COPE indicated around 8:00 pm that it might be ready to provide a response by 10:30 pm, the employer's negotiation team felt that 9:00 pm was a reasonable time to end a long day of conciliation and invited COPE (through the conciliator) to email its response to the employer's final offer. May 10 was also the day that our lead negotiator's spouse had been admitted to the hospital due to complications with his cancer treatments, something that she disclosed earlier in the day.

Three hours later COPE led the AJC staff out on strike without notice, providing a response to the employer's final offer, continuing with the conciliation process, or putting the offer to a vote. During the negotiation process, the employer asked COPE on a number of occasions to put the employer's offer to a vote. COPE declined to commit to putting the matter to a vote, and the employer's many requests during the negotiation process to explain why COPE wouldn't put our offer to a vote remained unanswered.

The notion advanced by Ms. Stalteri that the AJC somehow forced its staff to strike during a pandemic is absurd, since the choice as to whether or not to strike was, as it should be, entirely in the hands of COPE and its membership. COPE had many options other than a strike but chose not to pursue them.

In an attempt to bring the strike to a quick end, the employer asked for a vote on its final offer pursuant to the *Labour Relations Act*. The results of the vote were released on May 20, 2021. Notwithstanding vehement opposition by COPE, the employer's final offer came within one vote of being approved (3 in favour and 4 against).

## **COPE's Position**

By any objective standard, COPE's position in this matter has been unreasonable. Some of the largest and most powerful federal public service unions have agreed to less in the form of working groups and agreed to partner with union-employers to arrive at mutually agreeable resolutions.

The real question here is whether COPE is actually more interested in continuing the fight than in partnering with the employer to find reasonable, credible, evidence-based solutions so that we can bring our most valuable assets, our people, back to work and refocus our energies on repairing the damage caused by all the unnecessary vitriol and falsehoods.

We'd therefore ask that you use the influence of your office and reach out to the AJC President in an attempt to salvage whatever the parties can in terms of a working relationship. While it may not look like this now, there are probably more things that connect us than divide us. We invite COPE's negotiation team to reconsider its approach as the current approach is proving to be both damaging and unhelpful.

This situation has gotten way out of hand and needs to be reined in, including restoring an acceptable level of decorum and civility. We expect to be working with COPE for years to come. The quality of our workplace environment and the mental health of all of our employees will be enhanced if we engage in courteous, professional and constructive exchanges so that we can learn to better understand each other's points of view even when these might differ. We would be pleased to discuss what it would take to help improve the level of cooperation between the parties.

We urge you to intervene, bring a more objective lens to this matter, and urge COPE's negotiation team to abandon positions which are punishing the collective with an unnecessary strike now in its 22nd day.

### **COPE's Public Campaign**

Finally, we point out that since the strike began COPE has engaged in a public campaign of maligning and vilifying the AJC and its officials in media releases, in letters, online and on social media. The allegations are false, distorted and misleading. The campaign is completely unhelpful and is generating potential liability for COPE.

Yours truly,

ORIGINAL SIGNED BY:

David McNairn  
President /Président

Nadine Silverman  
Chair, Governing Council

Brett Nash  
Vice-President, Finance

Moira Vane  
Vice President, Communications

Tim McLaughlin  
Vice-President, Membership Services

Ian Bradley  
Vice-President, Administration

Mathieu Tanguay  
Vice-President, Compensation &  
Working Conditions

Kevin Staska  
Vice-President, Labour Relations

c.c. AJC Governing Council  
COPE Negotiation Team Members (Mary Stalteri, Valerie Gamache, Rick Swoffer)  
COPE Ontario Director (Patty Clancy)  
Vice-President Cope 225 (Carl Brisson)