

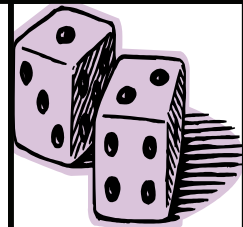


The New Informer

January, 2010

Issue No.36

A Stronger, Wiser, Democratic, and Focused Local Union



We Told You So...

Part 1

Prior to the first NLRB Election in March of 2008, a letter from USW General Counsel Rich Brean was distributed to the hourly employees at the Covington Mill explaining the dangers a CPU victory such as the contract becoming null and void with only the basic terms of employment staying intact. These dangers were explained in many issues of The New Informer.

In The New Informer Issue No.35, we explained that the rights to arbitration were lost, and that the Company and the CPU both would have to agree to send a case to arbitration.

The CPU responded to this by saying that these were nothing more than scare tactics. The CPU went on to give the NLRB phone number to confirm the CPU's claim that the contract would stay in its entirety until a new agreement is reached.

The Human Resources Department has confirmed that the current labor contract is null and void. The HR Representative went on to say that the Union's right to arbitration is gone also, and that the only way that a case can go to arbitration is if both the Company and the CPU agree to. The HR Representative stated that the Company's position is "NO" to any arbitrations.

What protection do we have? None. We have no recourse. Our grievance procedure is no more than a complaint system similar to a Wal-Mart worker. Arbitration was our only weapon to force the Company to abide by the contract. Was every case taken to arbitration? No. However, it was a tool that was used as recourse for serious contract violations.

There have been written warnings and lay-offs in the hourly ranks due to the Company enforcing the

Code of Conduct Policy. What has the CPU done about this? Nothing. There is nothing that they can do except raise hell in a meeting with an HR Representative that is going to let it go in one ear and out the other because the grievance has no teeth. The Company only needs good reason to fire an hourly employee now and that can be any reason that the Company can come-up with. Where is this protection that the CPU said that we had with the NLRB? It never existed.

The CPU approached the Company with dues check-off cards, and the Company said that dues check-off has to be negotiated. The Company sent the Barking Dog back to Maple Avenue yelping with its tale tucked between its legs. In Roy Hall's recent letter to the hourly workforce, he stated that the Company was attacking the CPU financially by not honoring the dues check-off. Well, Roy, dues check-off is not in the basic terms of employment. Besides, if your membership is growing and as strong as you state, then you do not need dues check-off.

The attendance policy has been modified by the Company from the original agreement in the USW 2009 contract. One example is that the contract stated that permission off can be granted by department supervision and did not count as a point towards your 12 point limit. Now, HR is reviewing ALL permission off absentees and determining if you are to be penalized or not. Also, another change to the attendance policy is that an employee is to call the No.1 Watchbox and report if they are going to be absent or late. What is the CPU doing about this? Covering-up their weak-

The CPU is like the dog that kept chasing the car until one day the dog caught the car, then, the dog did not know what to do with it.

(Continued on page 2)



(Continued from page 1)

ness by blaming the USW.

Another change in our workplace is the safety shoe allowance. The Company is abiding by the contract amount of \$110.00. However, the Company has placed terms and conditions on how and where this money is spent. This was not agreed to by the USW. The CPU is claiming that the Company said that the USW agreed to this and the Company supposed to produce proof, that has never materialized, to support this claim. The HR Manager has stated that the USW DID NOT agree to any stipulations and that the Company implemented these because they, the Company, felt that this was the right thing to do. Another example of the CPU's blame game.

What has the CPU done about the Job Performance Evaluation that the Company is implementing? This is a mandatory bargaining subject. Has the CPU petitioned the Company to discuss this? No. Instead, their inglorious president tells the Company that the CPU will discuss the Job Performance Evaluation if the Company will give them dues check-off.

The Company responded like the villain did in a John Wayne movie who had the lawman tied-up on the floor. The villain told the lawman, "I am going to take this foot and kick you in the mouth with it, and there ain't a damn thing that you can do about it".

Now, the CPU is filing a frivolous lawsuit against the USW Local 8-675 to reclaim the Hall that they abandoned and want to be awarded \$14,400 in back rent. Sources say that the CPU wants to place a mortgage on the property for operating capitol. Well guess what CPU members, your dues are getting ready to increase dramatically, but that is probably not going to affect many of you since the majority of you have made the right decision not to invest in this CPU ponzi scheme .

The CPU has cost EVERYONE their health insurance. Instead of having a health clinic that included major medical, we now have the back-up plan. This plan that we have now was only an insurance plan

that was to be used until the health clinic was operational or if the USW membership decided not to continue with the clinic. We would have been able to control our plan, now, the Company will. The CPU is lying when they claim that this was the insurance that we were going to have anyway. Another one of their pitiful excuses.

Now, on January 19, 2010, the CPU is using real scare tactics on us when they go to the table to bargain with the Company. Instead of starting bargaining with a current contract, the WHOLE contract is to be renegotiated. There is no past practice now since the CPU has won. EVERYTHING from our wages, yes ,including our current wages, to trading shifts are up for grabs.

Where are the results of the survey that the CPU sent to all of the members of the bargaining unit? Why haven't they been posted?

Where are the results of the survey that the CPU sent to all of the members of the bargaining unit? Why haven't they been posted? The CPU negotiating committee is probably going to tell the mill hourly workers when they bring back a crappy contract offer that includes department seniority, loss of time and one half on Sundays, and say "We delivered to you what the hourly workers stated in the survey that we sent out".

What power is the CPU bringing to the table with the Company? None. The CPU is going to the table with less than half the hourly workers paying dues, no money, and no support of any other mill. Unlike Jon Geenen, who can threaten the Company with losing money at other mills, the CPU can only call back at this mill and ask the daylight maintenance to slow down their work, if they could realistically slow down anymore. Maybe the poor Honduran sweatshop workers where your yellow t-shirts were made may stand with you. What are we going to have to give-up CPU to get our arbitration rights back? Your precious dues check-off that you are more concerned with than our rights that you so falsely claim to care about?

The CPU blasted the 2009 USW Labor Agreement, that was successfully bargained with half of the support of the hourly workforce, falsely saying that the hourly workers rejected two previous contract offers

(Continued on page 3)



(Continued from page 2)

that were superior to this one that was accepted and that it was not worth wiping your rear ends with. Now, the Company is going to use us to wipe their asses with.

Yes, we did reject the two previous inferior contract offers that YOU ROY negotiated when you were with the USW. Now, the CPU is saying that the 2009 USW Labor Agreement was not that bad, it just needs tweaked a little bit. This is more proof that the CPU said and done whatever they could to fool people into voting for them and cannot back it up. The CPU claimed that they can deliver a better contract. How can they when they have started off in the hole already?

The CPU is singing a Beatles tune with come together to fight the Company. Why? The USW has proposed the same thing and you snubbed it. The Company is not to blame if they come after everything at the table, we HAD a good contract, and the people voted to throw it away.

The spotlight is now on you, CPU. Everyone and their family's livelihood is in YOUR hands. That is a real life horror story.

Attention USW Members

Open enrollment for the Hartford LTD/STD has been extended thru February 28, 2010. Remember, if you sign-up afterwards, pre-existing conditions will apply. For more in-depth information and to sign-up, stop by the Union Hall.

The CPU's Secret Negotiating Weapons





**Covington USW
Local 8-675**

424 Prospect Street
Covington, VA 24426

Phone: 540-962-4971
E-mail: uswlocal8675@yahoo.com
www.usw8675covington.com

Regular business meetings:
3rd Thursday of the month
11 a.m., 2:30 p.m., and 4 p.m.

AF-CIO CLC
UNION USW LABEL
8-675



“ CPU,
please
don't give
away my
livelihood”

