

April 16, 2019

To: CUPW National Executive Board

We have received CUPW's "statement regarding Aalya Ahmad" dated April 11, 2019.

Since it concerns, in parts, the conduct of the CUPE 1979 local in representing Sister Ahmad, as well as her conduct, we must challenge some points of the statement that we know to be false or misleading.

1. In the second paragraph, CUPW's statement says CUPE "On the eve of the hearing... unilaterally cancelled the arbitration" regarding grievance 2017-6 and later "withdrew the grievance without providing reasons." In fact, the hearing, originally scheduled for November 17, 2017, was not cancelled but postponed, pending our member getting medical clearance to participate. Our CUPE representative advised you of this on November 14, three days in advance.

Grievance 2017-6 was later withdrawn so that it would not interfere with Sister Ahmad's human rights complaint. It is our understanding that our representative communicated this reason at the time.

2. In paragraph five, the statement says that the member "had accumulated a significant deficit in both her vacation and sick leave banks and, as such, these deficits were set off against her severance pay entitlement. This approach was consistent both with the terms of the Collective Agreement and with the manner in which similar cases were processed." Our position is that this was not consistent with the collective agreement – the sick leave debt should have been forgiven as stated in clause 14.2. CUPW is well aware that we grieved the deduction of the sick leave from her severance pay, but that grievance was dealt with in a mediated settlement that did not resolve the question at hand.

3. The same paragraph suggests that CUPW chose at the time to forgive a further sum of \$4600 until the grievance was filed. The first we heard of the additional \$4600 is in fact in a letter from CUPW's lawyer dated March 15, 2019, which states: *"Finally, it has come to our attention that Ms. Ahmad is further indebted to CUPW than was initially advised. ... The total amount of the annual sick leave and vacation leave to which Ms. Ahmad was erroneously credited was \$4,612.50. Our client intends to take the necessary steps to recoup this additional payment owing by Ms. Ahmad."*

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4. Paragraph seven says “Following her resignation, CUPW also discovered that Ms. Ahmad utilized CUPW’s credit card for personal expenses. Despite acknowledging the debt, she refused to reimburse CUPW.” For one thing, describing it in this way, without the context that those issued CUPW credit cards regularly use them for personal expenses for which they take responsibility, implies some impropriety on our member’s part where there is none. For another, the statement omits that Sister Ahmad did take responsibility for the personal expenses, but declined to reimburse CUPW while it was withholding severance owed to her, which in her estimation was a greater amount.

We are compelled to challenge some of the points set out in the CUPW statement.

Manon Parrot
President, CUPE 1979

c.c. CUPW Union Reps National and Regional, CUPW REC-CER, CUPW National
Colin MacDougall, CUPE Representative
Aalya Ahmad