

# PERSPECTIVE

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## Uniting for progress

The upcoming negotiations are crucial for the future of every member covered by the CUPW's rural and urban contracts. Our wages, benefits, working conditions, health insurance plans and pensions are all part of the negotiations process.

This year we are determined to negotiate improvements in all of these areas. The days of the government using unjust legislation to impose concessions must end. For the urban members we intend to recover the rights and benefits that were taken from us through an unfair and unjust process and negotiate important provisions to protect our future. For rural members it is time to achieve real equality with urban workers who perform the same work, often working in the same facilities. For all members it is vital that we convince Canada Post to agree to expand and improve postal services to the public, including the restoration of home mail

delivery and no cut-backs or closures to counter operations.

### Stronger together

In order to maximize our power at the bargaining table we have decided to have both the rural and urban negotiating committees work together. They will participate in the same meetings; make joint presentations and work together to plan our bargaining strategy and actions.

It is time to put the days of division and inequality behind us. It is time for unity, equality and solidarity.

### United demands: separate votes

In this tabloid you will find the National Program of Demands for the 2015-2016 round of collective bargaining. This program includes proposals for all members covered by both the current

urban and rural collective agreements. All members, both rural and urban operations employees, are being asked to vote on the entire program. However since we legally have two separate collective agreements it is necessary for both the urban and rural members to vote separately on the Program.

If a majority of members, in each bargaining unit adopt the program, then we will proceed to unite the negotiating committees and bargain as one entity. It is time to vote for unity.

### Demands that deserve your support

The National Program of Demands is drawn from the proposals that were submitted by locals and adopted by regional conferences. It meets the needs of postal workers that were identified by postal workers. For urban workers the upcoming negotiations are an oppor-

tunity to address the unfinished business of the 2011 negotiations which were ended by the Harper legislation which denied us our constitutional right to collective bargaining. The legislation denied us the right to negotiate many issues including important health and safety protections associated with postal transformation.

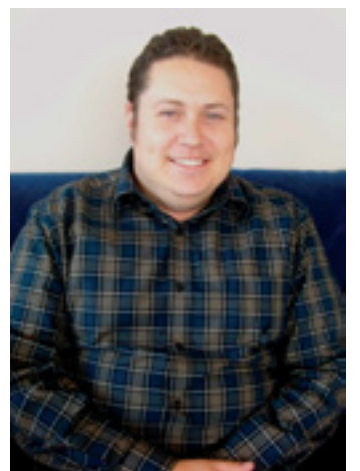
For rural workers these negotiations represent an opportunity to bring a close to decades of injustice. It should also be noted that the demands ensure a continuation of a distinct regime between the Rural and Urban units for the purpose of the application of seniority.

### Two equally important votes

In addition to voting for the National Program of Demands it is equally important that all CUPW members participate in the federal election, through voting, and if possible by working

on the election campaign of a candidate who opposes the cuts. There can be no doubt that this election will determine the future of Canada's public postal service and with it the future of our jobs. The Harper Conservatives have done everything possible to attack the rights of postal workers and undermine postal service to the public. All of the opposition parties have committed to stop the expansion to CMBs and the NDP has vowed to restore delivery where it has been removed. The election will be very close. We can make the difference!

In Solidarity



Mike Palacek  
for the National  
Executive Board

# 2015-2016 National Program of Demands

## Job Security

1. Full job security for all regular employees

## Service Expansion and Job Creation

2. Strengthen the protections as to what constitutes a technological change. Increase the displacement allowance and index the new amount to the consumer price index.

3. Restore door-to-door delivery where it has been removed as part of CPCs 5 Point Plan. Any change in mode of delivery be by agreement by the parties. Expand door to door delivery to all points of call. Maintain 5 day letter delivery.

4. Increase services to the public by increasing hours, products, and services at retail counters, extending MSC delivery hours in evenings and weekends, and adding new services including banking and financial services, bill payments, internet and initiating a same-day delivery service.

5. All Corporate outlets to remain open and staffed by CUPW members.

6. To ensure service to the public all retail counters shall have proper staffing.

7. No contracting out of work.

8. Contract in all work that can be performed by members of the bargaining unit.

9. Manual sortation of mail shall remain in (or return to) local offices or stations.

## Wages and benefits

10. There shall be a significant wage increase in each year of the collective agreement with full retroactivity based on the February 1, 2016 wage rate. Include a Cost of Living Allowance (COLA) that is indexed to actual increases in the cost of living as such increases occurs. Any COLA generated will be incorporated into the basic wage rate at the expiry of the collective agreement.

11. All employees to be placed under the wage scales in effect for employees hired prior to February 1, 2013 and reduce the number of years required to reach the maximum wage rate. Eliminate the wage charts that apply to workers who start employment on February 1, 2013 or later.

12. RSMCs to receive the same conditions as urban employees while addressing the issues raised in demands 75 to 85.

13. Provide for a wage adjustment for technical trades employees.

14. Include a new classification for Heavy Duty Truck Mechanics with a specialized job description and pay rate.

15. Shift and weekend premiums shall be increased and paid as a percentage of the wage rate.

16. Group 1 employees performing relief functions shall receive a wage differential equivalent to that received by Group 2 Relief employees. Increase the lead hand differential for Group 1 employees.

17. Add Fort McMurray to the list of Isolated Posts in Appendix H by implementing the recommendations agreed to by the joint task force on the pay scale for Fort McMurray.

18. Improve benefit plans including dental, hearing and vision care and extended healthcare plan for both active employees and retirees.

19. Employees shall be entitled to post retirement benefits after 10 years of regular employment.

20. Reinstate Article 20 while ensuring no financial hardship to employees.

21. Eliminate the second paragraph of 21.03; (special leave).

22. Employees to be entitled to "top up" payments for all EI (and QPIP in Quebec) leaves, including maternity, parental and compassionate leaves.

23. Significantly increase the boot and glove allowance, and the meal allowance and index the new amount to the consumer price index.

24. Reinstate provisions of previous Article 24 to provide for 100% pay in case of injury on duty.

25. Rights and benefits of temporary employees shall be improved as follows:

- a) payment in lieu of benefits increased from 4% to 6%;

- b) entitlement to pay increments under Appendix A;

- c) coverage under 26.06 (Employees to Remain on Payroll);

- d) entitlement to night recovery leave

- e) coverage under Article 54 (Work Reintegration Program)

- f) entitlement to the protections of clauses 11.07, 15.18, 23.09, articles 10 and 20, and Article 27 excluding 27.03, 27.04 and 27.09.

- g) Reverse seniority shall apply when temporary employees who have been called in for single day assignments are sent home.

26. Add uncle, aunt, daughter-in law, son-in-law, brother-in-law, and sister-in-law to the definition of immediate family for bereavement leave. Change calendar days to working days in 21.02.

27. The employer shall be prohibited from recovering benefits paid out as a result of a workplace accident provided the claim was not made with fraudulent intent.

28. Increase the education fund.

## Rights and Protections

29. Provide all employees with one day of human rights training under Appendix HH.

30. CPC shall provide interpretation for hard of hearing employees when they participate in training, floor meetings, health and safety discussions and any other meetings relating to operations.

31. Provide protections and support for employees facing situations of domestic violence.

32. Recognition of rights of social stewards in the collective agreement including union led, employer paid training and the right to perform their duties without loss of pay or benefits.

33. Add "gender identity" in 5.01 and Article 56.01 and "gender expression" to 56.01 (Discrimination).

34. Provide protections from CPC's abuse of work measurement for all Groups.

35. Improve the itemized pay statement and provide a detailed accounting of vacation pay made to part-time employees under 19.10. The recovery of any money by the employer will not exceed 10% of the hours worked on a bi-weekly basis. The burden of proof for any claim shall rest with the employer. There shall be no money reclaimed beyond a sixty day time limit.

36. Employees to lose seniority whenever they work outside of the bargaining unit in a supervisory or managerial position or other functions of the employer.

37. Renew all provisions of the collective agreement that currently have expiration dates and ensure all provisions of the collective agreement continue to apply as long as the collective agreement remains in force.

## Health and Safety

38. Conduct ergonomic and other studies on the impact of new technologies, equipment and new work methods with the objective of identifying and eliminating all health and safety hazards. These studies shall be conducted by an independent firm, paid by CPC, and carried out with the assistance of the National and Local Joint Health and Safety Committees.

39. Pregnant and breastfeeding employees whose working conditions may endanger their health or that of their fetus shall be entitled to a precautionary cessation of work.

40. Improve night recovery leave by eliminating the three year requirement, increasing the leave entitlement to one day for each four week period (160 hours for temporary employees) and eliminate 33.18 (e) to provide equality for Group 2. Employees shall have the right to schedule their night recovery leave without days being blocked out by the employer.

41. Improve protections for employees who exercise their right to refuse under Article 33:13.

42. Restore five minute wash-up time at end of shift.

## CUPW PERSPECTIVE

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Group 2 Work Process

43. Provide the short sort time value to combine sequenced mail with final sort mail to achieve a single tie-out. No letter carrier shall be required to carry more than one bundle of mail while delivering on route.
44. Ensure proper work methods and time values for the delivery of parcels and all pick-ups.
45. Obtain appropriate time values for unaddressed admail.
46. Routes should be structured using a more realistic percentage of coverage.
47. Eliminate meal on route and have every letter carrier return to the office for lunch. Appendix BB shall be eliminated.
48. Provisions shall be made for late bags. Time values shall be included in the motorized routes to accommodate late bags. Letter carriers shall be prohibited from providing transportation of relay bags by any means other than a corporate vehicle. The use of private vehicles will be prohibited.
49. Amend clause 17.04 (Coverage of Uncovered Letter Carrier Routes or Mail Service Courier Assignments) to clarify the language and reduce the use of “any other means”.
50. CPC be required to backfill absences under 17.06.
51. Provisions of Appendix LL shall also apply to the relief letter carrier who is replacing the employee who requested assistance.
52. In the event the union submits a grievance under clause 47.11, the employer shall be prohibited from implementing the restructure until the grievance has been resolved.
53. Union observers under Article 47 shall be equal in numbers to the RMOs, other representatives of the Corporation or any person not designated by the Union, and paid by the employer. The union local and union observers shall be involved in the 15-day review under clause 47.08 with the costs of the union observer to be paid by the employer.
54. The employer shall provide the national and local levels of the union with copies of all software, programs and systems used to restructure letter carrier or mail service courier routes in a user-friendly and constant format that can be easily interpreted. The union will also have full access to GeoRoute and any other program used to structure jobs.
55. Minimum of 20 hours per week for all part-time group 2 employees.

Staffing

56. Prior to hiring from outside of the bargaining unit, the employer shall offer vacant positions to temporary employees employed outside of the office who have submitted a transfer request.
57. CPC shall hire First Nations, Métis and Inuit peoples on a priority basis until such time as CPC meets or exceeds equity guidelines while respecting the seniority of present employees.
58. Where a position, in the urban unit, remains vacant after being offered to temporary employees it shall be offered to RSMCs.
59. Strengthen the Appendix P ratio by addressing the adjustment factor, inclusion of overtime hours in the calculation, addressing the issue of positions being abolished and any other measures necessary to ensure proper staffing in Group 1. Specify time limits to fill the vacancies.

60. When a temporary employee works 1000 hours or more during a 12-month period the employer must create a regular position which shall be staffed by seniority.
61. The employer must fill long term absences in Group 1.
62. Clarify the obligation to fill vacant positions and assignments as they occur.
63. Identify relief positions in Group 1 and establish job descriptions and rules concerning the procedure for replacements that permit proper rotation of duties.
64. Re-establish the lists and the systems used to call in temporary employees that were in place prior to the introduction of the “Eclipse 2” system. No changes shall be introduced without agreement of the parties.
65. CPC shall clarify job descriptions for Groups 1 and 2 within all locations.
66. The annual bid shall also apply to employees working in wicket/counter sections
67. When requested by the union equal opportunity lists for Group 1 workers shall be established.
68. Improve the staffing and volume information provided by the employer to the union at the local and national levels.

Working Time

69. In the application of clause 15.14 (Compulsory Overtime) no employee shall be required to work more than 10 hours per day. In the application of clause 15.08 (Assignment of overtime for Group 2) no employee shall be required to work more than 9 ½ hours per day on their assigned route.
70. All employees to be entitled to two consecutive rotation days off.
71. Vacation leave shall be standardized for all groups based on the provisions for Group 2. Part-time employees shall enjoy the same rights as full-time but bid from a separate list.
72. Standardize provisions that govern compensatory time off. Request for compensatory time off cannot be refused provided 10 days’ notice is provided.
73. Part-time employees to be entitled to “lieu days” when on vacation.

Other

74. Union identifier to be placed on equipment, vehicles and facilities.

Demands of special importance to RSMCs

12. RSMCs to receive the same conditions as urban employees while addressing the issues raised in demands 75 to 85.

75. Appropriate Corporate vehicles to be provided to employees while ensuring no loss of income.
76. Until Corporate vehicles are provided to all employees CPC will provide roadside assistance for work related vehicle problems.
77. Relief staff will have the right to use the Corporate vehicles once they are provided for routes.
78. “Recognize the RSMC unit members’ first date of hire as a worker at Canada Post as their seniority date, provided there is no break in service in excess of 9.5 months, and to provide for a mechanism to adjust seniority dates as required.” Note: This demand is subject to a separate ratification vote.
79. Maintain a distinct regime between the Rural and Urban units for the purpose of the application of seniority.
80. The Isolated Post Directive of Treasury Board shall apply.
81. During restructures urban and rural routes shall remain distinct. No rural routes or part thereof can be re-designated as an urban route. Likewise no urban route, or part thereof, can be re-designated as a rural route. Appendix E in the urban agreement shall apply when determining where new points of call are attributed.
82. The LCRMS shall be adopted to include the realities of RSMC routes.
83. Maintain relevant memorandums.
84. Combine the list of arbitrators.
85. On Call Relief Employees (OCREs) shall receive the same rights as all other RSMCs with exception of minimum guaranteed hours.

# National Executive Board Recommendation: RSMC Seniority

The National Executive Board recommends unanimously to the membership of the RSMC unit to vote YES to: “Recognize the RSMC unit members’ first date of hire as a worker at Canada Post as their seniority date, provided there is no break in service in excess of 9.5 months, and to provide for a mechanism to adjust seniority dates as required.”

- Because the CUPW Constitution requires a separate referendum vote of the membership to authorize a change in seniority;
- Because it is consistent with the principle of equality for all members that there be uniformity in the seniority rules;
- Because the negotiating committee has been instructed to maintain a distinct regime between the Rural and Urban units for the purpose of the application of seniority;
- Because this definition has proven to be appropriate in the Urban Unit and can be easily applied to the RSMC Unit.

## National Executive Board Recommendation: URBAN Demands

The National Executive Board recommends unanimously to the membership of the Urban Operations Unit to vote YES to the National Program of Demands

- Because all postal workers deserve to be treated as equals;
- Because the 2011 back to work legislation prohibited CUPW from addressing many important issues;
- Because we need to maintain and expand home mail delivery;
- Because CPC must stop cutbacks in service and engage in meaningful job creation measures through service expansion;
- Because it is necessary to protect and expand service to the public at the retail counters;
- Because there is an urgent need to improve working conditions and reduce injuries;
- Because we need to recover the rights and benefits that were taken from us;
- Because it is time that Canada Post profits are used to improve wages, benefits and working conditions.

## National Executive Board Recommendation: RSMC Demands

The National Executive Board recommends unanimously to the members of the RSMC Unit to vote YES to the National Program of Demands

- Because all postal workers deserve to be treated as equals;
- Because RSMCs deserve the same health and safety protections, rights and benefits;
- Because it is only fair and just to eliminate the different zones and provide equal pay for all postal workers;
- Because RSMCs deserve to be paid for all hours worked;
- Because it is time that Canada Post profits are used to improve wages, benefits and working conditions of all postal workers;
- Because CPC must stop cutbacks in service and engage in meaningful job creation measures through service expansion.