



R S M C R A T I F I C A T I O N V O T E

Message from the negotiating committee

The National Executive Board (NEB) has decided to put the tentative collective agreement to a vote of the membership. If the membership supports the NEB recommendation, the changes will be incorporated into the collective agreement, which will remain in force until December 31, 2015 or until the parties obtain the right to lockout or strike. If the membership does not ratify the tentative agreement, the NEB will decide our course of action.

After many frustrating months we have reached the point where we believe it is appropriate to put the decision into the hands of the membership. We are supporting this agreement not only because it contains some significant improvements, but also because we are aware of the level of uncertainty that exists in collective bargaining in the federal sector. Considering the experience of other unions in the rail and airline sectors, and also the experience of the CUPW urban operations unit, we believe there is no guarantee of success if we pursue the conciliation/strike route at this time. The anti-labour bias of the Harper government has only served to reinforce the hardline that has been taken by Canada Post management during the entire length of negotiations.

This tentative agreement represents only the second collective agreement in the history of the Rural and Suburban Mail Carriers, and the first negotiation with the right to strike. We share the disappointment of many members that this agreement does not obtain full equity with members of the urban operations unit. We remain determined to achieve equal wages, equal paid rest periods and meal periods, equal benefits and all other provisions that are necessary to ensure all postal workers are treated with respect and dignity. We also recognize that this agreement contains some positive steps forward. The Extended Health Care Plan, uniforms, extending the disability insurance to two years and the establishment of permanent relief are very important advances achieved in a difficult bargaining climate.

While we recognize that many workers will be red circled and receive only lump sum payments, we also acknowledge that the agreement provides substantial wage increases for the lower paid workers. These increases and the introduction of the activity-based compensation model will bring greater equality amongst RSMCs. These are in addition to many other important changes listed in this tabloid.

We ask that all members to carefully review the tentative agreement. On balance, after considering all of the factors, we believe that accepting the tentative agreement is the best course of action at this time.

National Executive Board Recommendation:

Whereas the RSMC collective agreement includes important improvements in benefits, wages, and employee and union rights including improvements in the car allowance, an Extended Health Care Plan, greater disability insurance protection, uniforms, and an updated dental fee guide;

Whereas the new compensation model includes significant increases for lower paid workers, will provide greater equality within RSMCs and resolve the problem of wages going down when there is growth on a route;

Whereas the agreement includes the creation of permanent relief positions and additional OCRES;

Whereas the Negotiating Committee has been able to achieve these improvements in a very difficult economic and political context;

Whereas although this agreement does not include full equity with urban workers it constitutes a major step towards this goal;

Be it resolved that the NEB recommend that members vote in favour of the tentative agreement.

Changes to the Collective Agreement

DURATION OF THE COLLECTIVE AGREEMENT

- 4-year collective agreement ending December 31, 2015.

COMPENSATION: PAY

- All employees will receive a 2.5% raise retroactive to January 1, 2012. This raise will be applied to the wage level established as a result of the Keller award.

- Effective January 1, 2013, a new activity-based compensation model will be introduced with three pay zones.

The activity model includes the work in the current RSMC Route Management System (RMS) with some changes. The time required to perform this work is determined by the RMS values. The required driving time is also calculated. The total amount of time allocated is then converted to money value and is used to calculate the wage of an employee. The wage rate for the respective zone and years of service is then applied.

The zones are as follows:

ZONE 1: Atlantic, Quebec, Thunder Bay and other Ontario, Manitoba, Saskatchewan.

ZONE 2: Shared letter carrier depots in Southwestern Ontario and in the GTA, British Columbia, other Alberta, and all shared letter carrier depots surrounding mechanized plants except Thunder Bay.

ZONE 3: Calgary, Edmonton, Fort McMurray, Nunavut, NWT and Yukon.

- Base wage levels exclude variable values and the vehicle allowance. The base wage levels are as follows.
Zone 1: \$18.50
Zone 2: \$20.35
Zone 3: \$21.28

- The starting rate for new employees will be the following percentage of the base rate in each zone:
0-1 years of service: 85%
1-2 years of service: 88%
2-3 years of service: 91%
3-4 years of service: 94%
4-5 years of service: 97%
5 years or more: 100%

- Effective January 1, 2013, all employees earning more than the wage level determined by the activity-based compensation model will be red-circled until the wage increases provided for in the collective agreement produce a wage level that is greater than what the employee is already receiving.

- When an employee is red circled and changes route or when a route experiences a reduction of 20% or more points of call, the employee will no longer be red circled.

- On January 1, 2014 and January 1, 2015, wage levels for the routes will increase as follows:
Zone 1: 2.5%
Zone 2: 2.0%
Zone 3: 2.0%

Employees whose wage is red-circled will receive a lump sum of 1% of their current salary, in lieu of a wage increase, on January 1st, 2013, 2014 and 2015.

- On January 1, 2013, all employees with less than five years of service will receive the wages based on their respective place on the wage grid. For example, an employee with 4 years of service will receive 97% of the basic pay rate for her or his zone.

COMPENSATION: OTHER

- Effective January 1, 2014 there will be a ½ cent increase for householders.

- Recovery of overpayments over \$50.00 to be made at 10% per pay.

- Vehicle allowance to be increased to CRA rate as of January 1, 2013, as well as 60 days following any future change in the CRA rate.

- Points of call and kilometres to be adjusted twice per year.

- CPC will move to an automated system that will permit more frequent updating of the variable allowance in some locations. In other locations, updates will occur once a year.

- Employees may be permitted to sort or deliver portions of other routes and will be compensated as an employee. The employee’s pay will be based on the compensation model in their zone and years of service. When the total RMS time values on the employee’s own route and portions of other routes exceed 80 hours over a two-week period, the assessed hours in excess of 80 hours will be paid at the overtime rate of time and one half (1½). There will be no overtime for hours worked on an employee’s own route.

PERMANENT RELIEF

- January 1, 2014, creation of permanent relief positions in offices with 14 or more RSMC routes. Approximately 116 permanent relief positions will be created in 70 installations. Permanent relief employees will receive the same benefits and pensions as route holders.

- Vacation bidding to be implemented in all offices with permanent or on-call relief. The Corporation will be responsible for covering all absences in these offices.

OCREs

- Beginning January 1, 2014, On Call Relief Employees (OCRES) will be used in all installations with six or more routes. There is the possibility to add up to 100 OCRE positions by groupings in small installations. The Corporation will be responsible for covering all absences in these offices. In all other locations employees will still be required to train and provide their own replacements to cover all absences.

- On call relief employees (OCREs) will be paid the minimum rate of pay for the route that they are covering.

- OCREs will receive a retention allowance of \$250.00 as well as a boot allowance of \$60.00 to be paid quarterly, provided the employee is employed as an OCRE for the entire quarter and works on at least 15 occasions.

- OCREs will be provided a uniform vest commencing May 1, 2013.

BENEFITS

- Effective January 1, 2013, an Extended Disability program to cover 74 weeks of benefits paid at 70% of basic pay. Contributions to be paid 100% by CPC.

- No change to any aspect of the pension of current employees. Future employees will be entitled to a defined benefit pension plan with full indexing with early retirement at 60 years of age and 30 years of service. Note: Any changes to the pension plan covering urban workers will apply to RSMCs.

- Effective January 1, 2013, eligible route holders and permanent relief employees shall be entitled to the provisions of CPC’s Extended Health Care Plan (EHCP). There are lower maximums on some paramedical services.

- There are some improvements in the short-term disability plan, but it is largely the same with respect

to levels of pay (70%), number of personal days and the waiting period. Note: Some changes to the short-term disability plan, covering urban workers will apply to RSMCs.

- Effective January 1, 2013, the 2012 Dental Fee Schedule will apply. On January 1, 2014, the 2013 schedule will apply, and the 2014 Schedule will apply effective January 1, 2015.

UNIFORMS

- Effective May 1, 2013, route holders scheduled for 12 hours per week or more and permanent relief employees shall be entitled to a uniform.

- Employees who are not entitled to the uniform will receive a vest.

TRAINING

- Elimination of training for RSMCs when they obtain a new route.

- Beginning in 2014, five days of training for all new employees including three days on route. This three day on route training will be conducted by peers beginning in 2014 and paid at route value.

- For the two days of in-office or self-study training, new employees will be paid \$135.00 per day.

- Human rights training to be provided for all new employees.

- Employees who receive a right-hand drive vehicle are required to obtain a Vehicle Operators Permit (VOP). Training will be provided by CPC.

RESTRUCTURES

- Bidding by seniority in some circumstances during restructures.

- There will be local consultation during the route restructuring process. CPC will provide the union local 30 days’ notice of planned restructures. The Corporation will provide documentation and the Union will have 10 days to reply to the employer after it receives the documentation.

- CPC cannot restructure routes for more than 40 RMS hours per week. CPC must restructure routes that are assessed at more than 60 hours evaluated time.

RIGHT-HAND DRIVE VEHICLES

- Concerning the introduction of 522 right-hand drive corporate vehicles, the Memorandum of

Agreement negotiated under the technological change provisions of Article 37 will be included in the collective agreement. This includes payment for training, some financial reimbursement for vehicles that have been bought or leased within two (2) years prior to receiving offer of right-hand drive vehicle, and additional vehicle allowance for employees who purchase their own right-hand drive vehicle.

UNION RIGHTS

- The burden of proof rests on the Employer in arbitrations for disciplinary-related measures.

- Verbal reprimand not to be considered disciplinary measure.

- Time limits for group grievances to be extended to 60 days.

- New arbitrators added to the lists.

- Grievance number to be placed on pay stubs when they receive a payment resulting from a grievance.

- Local memorandum of agreements to be approved by National Union and to be recorded in minutes.

- Local agreements subject to the grievance procedure.

- Local union representatives to remain on the payroll when executing duties.

- The union will reimburse the employer for all union leave with the exception of joint health and safety duties.

- Union representatives to be granted access to non-public areas of all corporate-owned and leased post offices provided 24-hour notice is provided.

PREGNANT EMPLOYEES

- Protections for the precautionary cessation of work for pregnant employees to be included in the collective agreement.

TRANSITION COMMITTEE

- Elimination of the Transition Committee.

FINANCIAL CAP

- Elimination of all references to the financial cap.

