



Volume 39 Number 2

Canadian Union of Postal Workers

August 2011

RSMC Negotiations 2012: Time for Fairness, Respect and Progress

The 2012 negotiations represent a historic opportunity to negotiate real parity between RSMCs and urban postal workers. For decades RSMCs have performed work which requires equivalent skill, effort and responsibility. Now, the time has come to obtain equal pay and the same benefits and working conditions as other postal workers. Now it's time for fairness, respect and progress.

In the 31 years since RSMCs first began to organize much has been achieved. Today RSMCs have employee status with pensions, access to worker's compensation, vacation leave and several other important benefits. Still, RSMCs are far from being treated with fairness and respect. It's time to change this situation. It's time for real progress for RSMCs. The current round of collective bargaining, conducted with the right to strike, is an opportunity for us to correct this situation.

Fairness

All workers have a right to be treated with fairness at the workplace. However RSMCs are still living with the legacy of the days when they were individual contractors pitted against each other by management. Just as there is no equality between RSMCs and urban workers there is also no fairness between RSMCs when it comes to the hourly rate or workload. It is time to replace inequality with fairness. It is time for equal wages and benefits. It is time for a work measurement system to ensure everyone has an equal workload and a healthy and safe work process.

Respect

RSMCs provide an extremely important public service to rural and suburban areas in all regions. They deliver to some of the most inhospitable countryside in all weather conditions. It is a tough job and all of the workers that perform this work deserve to be treated with respect. That means decent and safe working conditions. That means protections from discrimination and harassment. And that means rights for all RSMCs including relief workers.

Progress

Canada Post Corporation has been profitable for 16 consecutive years. It has managed to do so with some of the lowest postage rates in the world. The credit for this achievement belongs with the workers, and that includes RSMCs. It is time that RSMCs enjoyed their share of the benefits of CPC's profitability. It is time that RSMCs enjoyed the security that comes with benefits such as extended health plans, disability insurance and job security protections. It is time that RSMCs are provided uniforms and vehicles just as other employees of Canada Post. It is time that the people who are responsible for the success of Canada Post enjoyed the benefits of this progress.

A Time to Stand Together

Everyone knows the upcoming negotiations will not be easy. Nothing is ever easy when Canada Post management is involved. But more than 7,000 RSMCs cannot be denied justice. Together, with the support of the entire membership of CUPW, and the solidarity of the labour movement and our allies in the community, we will achieve a collective agreement that provides fairness, respect and progress.

RSMC Program of Demands

#1: Incorporate the following provisions of the urban operations collective agreement into the RSMC agreement:

- a) Union – management meetings: Article 8
- b) Discipline: Article 10
- c) Annual and pre-retirement leave entitlements: Article 19
- d) Sick leave: Article 20
- e) Special leave: Article 21
- f) Medical Boards: Article 22
- g) Bereavement leave: Article 23
- h) Injury-on-duty leave: Article 24
- i) Leave for Union business: Article 26
- j) Other leaves of absence: Article 27
- k) Technological Change: Article 29
- l) All Group Insurance and Benefit Plans (extended health care, dental, hearing and vision, disability insurance and provincial medical insurance) Article 30
- m) Health and Safety: Article 33
- n) Boot and glove allowances (\$260.00): Article 34.05
- o) Recovery of overpayments: Article 35.06
- p) Cost of Living Allowance: Article 35.09.
- q) Bidding principles following any reorganization or restructuring: Article 47
- r) Job Security: Article 53
- s) Work Reintegration Program: Article 54
- t) Householders: Appendix D
- u) Isolated Posts: Appendix H and Article 25 and offices listed in Treasury Board Regulations
- v) Claims and appeals process for disability insurance: Appendix "N"

#2: The RSMC and Urban Operations bargaining units shall be combined to form one bargaining unit.

Wages and Benefits

#3: Establish a national hourly rate for all RSMC positions comparable to the rate of letter carriers in the urban operations agreement and red-circle all routes which currently have hourly rates above this rate.

#4: Employees shall be paid for all hours worked and when an employee works overtime they shall be paid at the following rates: time and one-half up to 10 hours, double time after 10 hours and double time for unscheduled days and statutory holidays. The meal allowance shall be equal to that contained in the urban operations collective agreement and be paid after 10 hours. Overtime lists shall be posted and overtime offered by equal opportunity.

#5: Remove clause 13.04 from the collective agreement.

#6: Employees shall be entitled to receive a "top-up" to their wages for the full duration of maternity, parental, adoption and compassionate care leave.

#7: The employer shall contribute to the childcare fund and RSMCs shall be entitled to access the CUPW childcare programs.

#8: January 2nd as a statutory paid holiday in Quebec with another day for the rest of Canada.

Job Security

#9: No person outside of the bargaining unit shall perform work of the bargaining unit.

#10: There shall be no contracting out of work of the bargaining unit.

Health and Safety

#11: No payment from a Worker's Compensation Board can be recovered unless fraud is proven.

#12: Minimum heat and cold protections shall be established for the inside duties.

#13: Pregnant employees shall be entitled to precautionary cessation of work.

#14: Employees shall be provided with full uniform entitlement comparable to a PO MSC-1 of the urban operations agreement.

#15: The employer shall implement an employer – paid peer training program for all new employees.

#16: All employees shall be provided with a right hand drive vehicle. Employees with RMBs on their routes shall be provided with vehicles within 12 months of the date of signing. All other employees shall be provided with a vehicle within the next six months. The employer shall pay the cost of maintenance, insurance, liability insurance and fuel.

The employer shall continue to pay the vehicle allowance based on CRA amounts and business/

The ratification vote will be held from August 22 to September 25, 2011. Contact your local or check the CUPW website at www.cupw-sttp.org.

commercial insurance until employees are provided a corporate vehicle; and

- a. The parties shall review on a yearly basis any change made by the CRA to the amounts of the allowance.
- b. On January 1st of each year, the new amounts determined for this allowance shall be folded into the Collective Agreement.
- c. A mechanism to address specific situations where a corporate vehicle is provided and previously where vehicle allowances were represented as part of RSMC wages.
- d. The Fuel Allowance Increase (non-taxable) be the maximum set by CRA.

Work Load

#17: The Union shall have the right to appoint Union observers during volume counts, route restructures, modifications, annual inspections and any other adjustment to a RSMC route. These observers shall be paid by the employer. The employer shall provide the Union/ National Director with a 12 month implementation schedule of the RSMC volume counts/restructures.

#18: Upon request of the local, regional or national level of the union all forms, documentation, formulas and evaluation materials, electronic or otherwise used to establish RSMC routes, shall be made available to the Union in a mutually agreeable format that is accessible and readable.

#19: Implement a route measurement system that provides time values for each and every task. Immediately following the signing of the collective agreement a procedure will be established to address volume issues by introducing point-of-call categories that will be reviewed annually. This will include time values from the Letter Carrier Route Measurement System for work not recognized. It will also study the types of vehicles and develop standards for determining the type of vehicles to be used by RSMCs.

#20: There shall be no conversion from delivery to rural mail boxes to group mail boxes, centralized delivery, or community mailboxes without agreement of the Union.

#21: In the event CPC introduces sequencing all mail will be sorted into the case.

#22: Whenever possible all routes shall be established at 8 hours per day, 5 days per week. This shall include paid rest periods and meal periods.

#23: New services be provided such as commercial mail pick-up.

#24: Over-assessment pay shall be paid for all routes that are assessed for more than 485 minutes.

Relief

#25: All routes must be covered every scheduled day.

#26: Adequate relief shall be hired to cover all absences. The employer shall be responsible for hiring all replacements. All replacement workers shall receive 2 weeks of paid training.

#27: Relief employees shall have the same benefits as other employees and be given the opportunity to cover all absences. They shall provide relief work to all installations with smaller offices sharing the relief workers within a reasonable driving distance. Relief employees will be paid when required to drive between installations and to be paid to help an overburdened route holder on an occasional basis. Such payment shall not be paid out of the route holders salary.

#28: The employer shall be required to hire, train, call and pay relief workers for all rural and suburban routes.

#29: Relief employees shall be governed by Article 8.

#30: Relief employees shall receive a premium rate of pay.

Union Protection & Members' Rights

#31: Union representatives shall have access to all RSMC facilities including non public areas.

#32: Include Human Rights protections in accordance with the principles found in the Canadian Human Rights Act. Add a definition of the grounds of harassment and an effective and timely investigation process involving union representatives in all phases. Provide human rights training for all employees.

#33: The employer shall provide 48 hours notice prior to schedule change

#34: All new Memorandums of Agreements shall be included in the collective agreement.

#35: Remove the second paragraph of clause 9.04 which prohibits the performance of shop steward activities from resulting in overtime.

#36: Shop Stewards to be paid for all grievance time worked and CPC to provide relief worker to perform duties. CPC shall grant requested time during the RSMC's and Union representatives' shift.

#37: Time limits for group grievances to be 60 working days.

#38: Update the list of arbitrators and add an additional arbitrator for Ontario.

#39: Grievances shall not be deemed to be invalid because of a technicality.

#40: The grievance number to be included on the pay stub when employees receive monetary compensation as a result of a grievance.

#41: There shall be no intimidation of union representatives.

#42: Regular employees holding routes to be offered overtime prior to overtime being offered to other employees.

Seniority

#43: Descriptions of vacant routes, including related wages and vehicle requirements will be posted.

#44: Employees shall be entitled to nation-wide transfer rights by seniority. After receiving notification employees shall have 5 working days to determine if she/he will accept the opportunity to transfer considering the salary and

location or the route. The 2 year obligation to remain in a new installation shall be removed.

#45: Vacant routes shall be staffed on a timely and priority basis and shall be filled by employees and not contractors.

#46: Before hiring from the street for urban operations RSMCs shall be offered positions by seniority.

#47: The employer shall develop an equal opportunity list for uncovered routes. Uncovered routes will be divided into 2 hour segments which include the kilometres of the route.

General

#48: Remove the Memorandum of Agreement which forms the preface of the collective agreement.

#49: The employer shall pay the cost of all criminal records checks and driver's abstracts.

#50: Delete all references to the "financial cap" and "interest arbitration" from the collective agreement.

Recommendation of the National Executive Board

Because RSMCs deserve to be treated with fairness and respect;

Because RSMCs are entitled to a share in the benefits of the progress which has been achieved during Canada Post Corporation's 16 consecutive years of profitability;

Because the work of RSMCs requires equivalent skill, effort and responsibility to that of urban postal workers;

Because the time has come for RSMCs to obtain equal pay and the same benefits and working conditions as other postal workers;

Because RSMCs require the security that comes with health care plans, disability insurance, job security and health and safety protections;

Because 7,000 RSMCs can no longer be denied justice;

The National Executive Board recommends unanimously that all members vote YES to the 2011-2012 RSMC National Program of Demands.