



URBAN UNIT



RURAL AND SUBURBAN UNIT



PRIVATE SECTOR UNITS

November 28, 2012

## Article 34 – Uniforms: Canada Post is ignoring your rights Settlement of Grievance N00-10-00008

On November 15, 2012, the Union filed a national grievance (N00-10-00008) against Canada Post for failing to allocate points to all eligible employees as of October 2012, so they could obtain the uniform items and clothing specified in the tables contained in Article 34 of the collective agreement, specifically under clause 34.01(b).

In so doing, the employer is not only violating the collective agreement, but the *Canada Labour Code* as well. Canada Post's actions also violate the memorandum of agreement signed by the parties on September 30, 2008, which stipulates that the uniform entitlements and protective clothing can be ordered at any time during the year. By failing to allocate these points, Canada Post is delaying the clothing entitlement allocation and renewal process for these workers.

At a meeting of the National Uniform Committee, the employer had proposed moving the point allocation date from October to January of the following year. Its request was likely made for financial reasons. After some consideration, the Union rejected the employer's proposal. Both parties had originally agreed on the month of October of each year because that date allowed workers to order and receive their protective clothing before winter arrived.

Despite the Union's rejection of the proposed change to the allocation date, Canada Post has decided not to allocate the points to the employees concerned in October, as outlined in the collective agreement. Some of its local officials have even gone so far as to tell workers on the work floor that Canada Post

was not allocating the points because it had run out of money. Don't be fooled. This is just another example of Canada Post's continuing attempts to trample over workers' rights.

As corrective action, the Union is asking that the Corporation be ordered to restore the rights set out in Article 34 of the collective agreement and to pay exemplary and punitive damages to both the Union and its members. It is also requesting that the employer be ordered to compensate the members adversely affected by its unilateral decision.

After the national grievance was filed, the parties met on November 26, 2012 to discuss the issue. Following the meeting, the employer decided to credit the points to the employees' account on Friday, November 29. The credit allocation will apply to employees in all groups.

This resolves the matter.

In Solidarity,

Serge Champoux  
National Union Representative  
Health and Safety

Encl.: Memorandum of agreement –  
September 30, 2008

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MEMORANDUM OF  
AGREEMENT

between

CANADA POST CORPORATION  
(Canada Post)

and

CANADIAN UNION OF POSTAL WORKERS  
(the Union)

regarding

Article 34 – Uniforms and Protective Clothing  
and

Note 8 (Amendments to Article 34)  
Clause 34.07- Regular Dates of Issue

Without prejudice or precedent to any position  
Canada Post and the Union may take in any similar  
matter in the future, they agree to amend clause  
34.07 and its title as follows:

Uniforms and Protective Clothing Orders

*The uniform entitlements and protective  
clothing can be ordered at any time during  
the year.*

*The supplier must normally send the  
uniform entitlements and protective  
clothing 30 working days after the supplier  
receives the order.*

*The word "normally" in this clause means  
that the deadlines will be met except for  
reasons beyond the control of the  
Corporation.*

The collective agreement provisions not addressed  
in this Memorandum of Agreement remain in full  
force and effect.

Signed at Ottawa this 30 day of Sept 2008.

John Belaire  
For Canada Post / Pour Postes Canada

Cherie Davis  
For Canada Post / Pour Postes Canada

PROTOCOLE D'ENTENTE

entre

LA SOCIÉTÉ CANADIENNE DES POSTES  
(« Postes Canada »)

et

LE SYNDICAT DES TRAVAILLEURS ET  
TRAVAILLEUSES DES POSTES  
(« le Syndicat »)

concernant

l'article 34 – Uniformes et vêtements de  
protection

et

note 8 (modification de l'article 34)  
clause 34.07-Dates de dotation

Sous toutes réserves et sans établir de précédent  
pour toute prise de position de Postes Canada et du  
Syndicat à l'égard d'affaires similaires à venir, les  
parties s'entendent pour modifier la clause 34.07 et  
son titre comme suit:

Commandes des uniformes et des  
vêtements de protection

*Les uniformes et les vêtements de  
protection peuvent être commandés à tout  
moment pendant l'année*

*Le fournisseur doit normalement envoyer  
les uniformes et les vêtements de protection  
dans un délai de 30 jours ouvrables après  
la date de réception de la commande.*

*Le mot « normalement » dans cette clause  
signifie que les dates limites seront  
respectées sauf pour des raisons  
indépendantes de la volonté de la Société.*

Les dispositions de la convention collective qui ne  
sont pas traitées dans ce protocole d'entente  
demeurent en vigueur.

Signé à Ottawa ce jour le 29 Sept 2008.

J.B.

For the Union / Pour le Syndicat

Véronique Hamiaux

For the Union / Pour le Syndicat

