



# Negotiations

Canadian Union of Postal Workers, urban operations

February 10, 2007

Bulletin no. 39

## Summary of agreement in principle

Now it's up to you. Your negotiating committee bargained for a good agreement. The majority of the National Executive Board (NEB) endorsed the agreement in principle. Now it's your turn to vote yes or no to the tentative collective agreement.

It will take several weeks to produce a draft collective agreement for ratification vote meetings. Your local will be in touch regarding the date and time of ratification vote meetings. We will keep an updated list of meeting dates and times on our website at [www.cupw-sttp.org](http://www.cupw-sttp.org). Make your voice heard and exercise your right to vote.

A summary of the agreement in principle follows. More detailed information will be available in future bulletins.

### Wages and monetary benefits

**Duration of the collective agreement:** 4 years.

**Wages:** The vast majority of members will receive a 10.9% increase over the four years. For Groups 1 and 2, hourly wage increases of 54 ¢ the first year, 56 ¢ the second year, 63 ¢ the third year and 65 ¢ the fourth year. For Groups 3 and 4, wage increases of 54 ¢, 56 ¢, 94 ¢ and 65 ¢.

**Cost of Living Allowance (COLA):** The COLA will provide full protection for the wage increases that occur in the final three years of the agreement.

**Evening, night and weekend premiums:** Increase of 20 ¢ an hour for evening shift and 25 ¢ an hour for night shift and weekends.

**Retail lead hands:** Lead hands will receive an hourly wage increase that is 51 ¢ above the postal clerk rate. An improved job description has also been developed.

**Householders:** The current piece rate letter carriers will be paid to deliver householders will increase by 0.03 ¢ for all dimensions. Effective January 1, 2008 there will be new dimensions and per piece rates. See upcoming bulletins for

greater detail.

**MAM 10s:** MAM 10s who have completed a technical program equivalent to 1,600 hours of training or who hold a certificate in certain licensed trades to be paid at the PST 8 level (same wage level as MAM 11s). Includes MAM 10s who pass an evaluation by a third party on skills and knowledge applicable to Canada Post. Test to be developed under Appendix T with union involvement.

**Pension surplus:** Canada Post will not make any decision on the use of any pension surplus from the portion attributable to CUPW represented employees.

**Full retroactivity:** Wage and shift and weekend premium increases will be retroactive to January 31, 2007.

### Job security and seniority

**Improved job security:** All regular employees on strength at the signing of the collective agreement and new regular employees hired between date of signing and September 1, 2007, to have full job security, including 40 km protection under Article 53.

**Seniority:** Employees' seniority to be based on the first date of hire, provided there are no breaks in service over nine and a half months. All reviews must be completed within six months following the signing of the collective agreement.

### Staffing

**Group 1 staffing:** Of the 186 regular full-time positions to be created due to Canada Post's failure to meet the 2006 ratio, at least 25 of these positions will be created in Grade 7 to 9 offices. There will also be consultation for the purpose of "maximizing the creation of full-time positions" in Grade 7 to 9 post offices. All grievances concerning staffing levels in 2006 will be considered active and may be dealt with under

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Article 9. Canada Post will consult quarterly at the national level and at the local level for staffing in Grade 7-9 offices. Additional staffing information will be provided at both the national and local level.

### **Benefits**

**Drug formulary:** All drugs used in 2007 will be covered effective January 1, 2008 at 80%. Drugs will be subject to an exception process. See upcoming bulletins for greater detail.

**Vision care:** A four-year plan for vision claims with a total benefit of \$620. A one-time extra \$300 will be added toward laser eye surgery over the four-year period.

**Hearing aids:** Increase the hearing aid plan by \$150.

**Paramedical coverage:** Increase in paramedical coverage for podiatrists and osteopaths to \$500 from \$400. Acupuncture and naturopathy will be increased to \$600 from \$400. Speech therapy will increase from \$500 to \$600.

**Provincial premiums:** Seventy per cent of provincial health care premiums will continue to be paid in British Columbia and Alberta. The union maintains the right to legally challenge the corporation's position on Ontario premiums.

**Eligibility for retiree benefits:** Increase in the years of service required to be eligible for retiree benefits from 10 to 15 years. Effective January 1, 2008.

**Recovery of overpayment:** Ten per cent maximum per pay period for recovery of over payment; employees to be provided with details in advance of recovery.

**Rest period allowance:** Part-time Group 2 workers covering a full-time assignment will get the same rest period allowance as a regular full-time worker.

**Quebec Parental Insurance Plan:** The article on parental rights was signed with a new reference to the *Quebec Parental Insurance Plan*.

**RAMQ exceptions:** Removal of the current exceptions for employees in Quebec. More details to follow in future bulletins.

**Dental fee guide:** Dental fee guides to be updated based on a one-year lag.

**Alberta dental fee guide:** Insurer will again use the Alberta dental fee guide to determine recommended dental work rates for members in Alberta.

**Definition of full-time student:** The definition of full-time student will be changed to remove exclusion for students who are paid to attend school.

**Premium holiday:** Continuation of premium holiday for the optional hospital expense benefit.

**Temporary workers' vacation pay:** Payment in March and June, 2007; payment in June in subsequent years.

**Employee benefit project:** Appendix GG renewed with \$300,000.

**Reimbursement of WCB payments:** The employer will waive the time limits to permit employees to access disability insurance if their WCB claim is denied or overturned on appeal.

**Compassionate care and long-term elder care:** Leave without pay for compassionate care and long-term elder care.

**Health risk prevention program:** The parties will initiate a health promotion program.

**Child care:** Contributions to the child care fund will be increased by \$24,000 the first year, \$48,000 the second year, \$72,000 the third year and \$96,000 the fourth year. The maximum amount or cap for contribution to the child care fund has been moved to \$2.5 million from \$2 million.

### **Health and safety**

**Duty to accommodate:** A simplified process with more union involvement to accommodate employees who are permanently or temporarily disabled. The employer must first consider accommodation measures where employees remain in their positions or move to vacant assignments based on seniority.

**Carts:** Letter carriers will be provided with carts upon request. This will not affect route restructures or assessments. A study will be conducted under Appendix AA to select the most suitable cart.

**Time values for householders:** Letter carriers will receive relay stop values if a route averages more than 1,600 householder pieces per week and will receive an additional one-minute per

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day for each set if a route has 900 points of call or more. Letter carriers will also receive time values per piece for householders over 6" in width if a route has an average of two or more sets of these larger householders per week.

**Compulsory overtime:** Letter carriers who work more than one-hour overtime on their own route at least three days per week over a period of 20 working days will receive assistance until the overtime situation is resolved.

**Route verifications:** Canada Post will perform route verifications on over assessed routes within three months of a request. If volume counts are required, July, August and December will be excluded from the calculation of three months.

**Stools:** Canada Post will contribute up to \$100,000 for a third-party study under the National Joint Health and Safety Committee on the safe use of stools at oversized sortation cases.

**Safety watcher:** CUPW members performing high-risk maintenance work will have a qualified "safety watcher" looking out for them.

#### **Structure of Joint Health and Safety**

**Committees:** A new structure will increase the total number of health and safety committees and representatives. This change was necessary because of Human Resources and Skills Development Canada (HRSDC) decisions. The structure we have negotiated is better than would have been imposed by HRSDC or agreed upon through consultation. Representatives are appointed by the union.

#### **Preservation and improvement of public postal services**

**Service expansion:** A list of mandatory service expansion projects under Appendix T that must be carried out by the parties including: relocation and enhancement of two corporate retail outlets; three commercial customer service centres; two new retail outlets with "pack and wrap" in Calgary and Toronto; building maintenance roving technician; mobile maintenance in Toronto/YDC; monotainer repair in Montreal; trade equivalency tests for MAM 10 employees; and retail lead-hand training. A non-mandatory project to test composite positions is included in Appendix T.

**Appendix I:** An increase in the number of retail outlets protected from closure from 483 to 493.

#### **Equality**

##### **Joint National Human Rights Advisory**

**Committee:** The mandate of the committee was expanded to include employment equity. Both sides will attempt to have representatives from equity seeking groups on the committee.

##### **Sign language DVD collective agreement:**

Canada Post will contribute \$100,000 to a sign language DVD version of the collective agreement.

**Sign or oral language interpreters:** Deaf or hard-of-hearing employees will be provided with an independent sign or oral language interpreter for formal training upon request.

**Sign language courses:** Employees who wish to better communicate with their deaf or hard-of-hearing co-workers will be reimbursed their registration fees for sign language courses according to the corporation's Tuition Reimbursement Guidelines.

**Harassment:** National directors and the national union will receive quarterly summary reports including the number, type and status of harassment complaints.

#### **Work rules**

**Window for meal period:** Extend by half an hour the meal period window for letter carriers on foot, motorized mail courier passengers and mail mobile letter carrier passengers; maximum of 100 routes affected.

**Meal location:** Motorized letter carriers without passengers can choose their own meal location and will receive a three-minute travel time allowance to do so or more time if required.

**Off loading trucks in parcel model:** MSCs, PO4s, PO4 parcel support, and PO5s who currently perform the work, can off load trucks as part of the Appendix S parcel model. Where practicable, this PO4 work will be combined with other PO4 work to create full-time assignments.

**Union observers:** Additional union observers present for all or part of the volume count phase of letter carrier route restructures, to be paid by the local union.

**Definition of passenger for meal on route:** The parties have agreed to resolve national policy grievance N00-03-00014 by amending Chapter 7

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of LCRMS to permit meal on route for passengers with less than 4 trips.

**Parcel model ratio:** Changed to one in seven flex part-time positions in the Appendix S Parcel Model.

**Uniforms:** PO4 parcel support uniforms incorporated into Article 34.

**Tests for promotion in Groups 3 and 4:** The corporation will continue to consult with CUPW about the development of standardized tests for promotion within Groups 3 and 4. Tests will be based on Canada Post technology and equipment.

**Definition of work week:** For Groups 3 and 4, the definition of week will now be Sunday to Saturday.

**Definition of a vacation year:** The definition of vacation year will be changed to commence on the last Sunday in March or the first Sunday in April.

**Compensatory time:** Compensatory time for Group 2 members will automatically be carried to the next year unless a member requests payment.

### General

**Clear language:** A union-management committee to work on making the collective agreement more clear and user-friendly.

**Appendix C:** The list of agreements has been updated.

### Corporate team incentive

**CTI:** The CTI will be based solely on the measurement of the national performance of the corporation, not individual work performance or the performance of a work complement or facility. All eligible CUPW members will be paid out at the same percentage of their regular wages. The CTI will pay 3% of regular wages provided CPC reaches 100% of its objectives in four categories: customer value index, financial performance, delivery service and employee engagement. The CTI may pay out more than 3% if the targets are surpassed. The CTI is a lump sum and not cumulative like a wage increase. For employees on leave without pay the amount of CTI that would have been payable if they had not been on leave, will be considered as part of eligible earnings for pension.

Please check your union bulletin boards or the union website at [www.cupw-sttp.org](http://www.cupw-sttp.org) in the coming weeks for more information about this agreement. Attend your local ratification meeting and exercise your right to vote on the tentative agreement.

Solidarity,



Pat Bertrand  
CUPW Chief Negotiator  
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